



Cochise County Board of Supervisors

Public Programs...Personal Service
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PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, August 25, 2015 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.

PRESENTATION

Presentation of Proclamation to Ms. Claudette Langley, Diaper Bank of Southern Arizona Outreach/Marketing Coordinator declaring September 28 to October 4, 2015 to be Diaper Need Awareness Week.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of August 11, 2015.
2. Approve a Proclamation declaring September 28 to October 4, 2015 as Diaper Need Awareness Week.
3. Approve a Proclamation declaring August 16-22, 2015 to be National Employer Support of the Guard and Reserve week.
4. Approve a letter to the U.S. Customs and Border Protection (CPB), Real Estate and Environmental Services Division, in support of Water Mitigation Protection for Flying H Ranch.

Community Development

5. Accept petition to alter established County Highway, known as Jefferson Road, and set public hearing date for September 15 to act on said petition.
6. Approve Zoning Ordinance 15-06 approving Docket Z-15-05, amending the zoning district designation for parcel 107-68-050A to R-18 from R-36, pursuant to the request of Ms. Kristin Preble.

County Attorney

7. Approve the Victims' Rights Program (VRP) Award Agreement, A.G. 2016-002, in the amount of \$32,190 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2015 to June 30, 2016.

County Treasurer

8. Adopt Resolution 15-19 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2015.

Finance

9. Approve demands and budget amendments for operating transfers.

Elections and Special Districts

10. Approve the appointment of the following persons as Precinct Committeemen for the Republican Party: Jeffery R. Long, Precinct # 15 Hereford; Douglas J. Behnke, Precinct #41 SV Village Meadows; Julia Stone, Precinct #29 SV Carmelita; Elizabeth Gayle Tullis, Precinct #43 SV Yaqui; James Symolon, Precinct #05 BI Don Luis; George Gaun, Precinct #40 SV Town & Country.

Health & Social Services

11. Approve the Integrated IGA#: ADHS15-094960, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2015 to 6/30/2020, first year in the amount of \$422,670.

ACTION

Elections & Special Districts

12. Adopt Resolution 15-21 to approve the Vote Centers as set forth on the attached Exhibits, for all countywide elections beginning in 2016.

Information Technologies

13. Approve the renewal of the Two Year Capitol Lease Purchase Agreement with Bank of America Public Capital Corporation to upgrade the IP Microwave System for the Information Technologies Department in the amount of \$2,585,488.32.

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.

REPORT BY JAMES E. VLAHOVICH, 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 Board of Supervisors
1415 Melody Lane, Building G Bisbee, Arizona 85603
520-432-9200 520-432-5016 fax board@cochise.az.gov

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015
Presentation of Diaper Need Awareness Week Proclamation
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature **# of ORIGINALS** 0
Required **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:

Presentation of Proclamation to Ms. Claudette Langley, Diaper Bank of Southern Arizona Outreach/Marketing Coordinator declaring September 28 to October 4, 2015 to be Diaper Need Awareness Week.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Consent 1.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Minutes

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 August 11, 2015.

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

Warrants

Minutes

Cochise Co. Demands 811.15

91111	07/22/2015	American First Financial, LLC	\$82.78	91188	07/23/2015	Borboa, Fredrick	\$157.05
91112	07/22/2015	Burse & Associates, P.C.	\$90.52	91189	07/23/2015	Brown, Mark L	\$2,100.00
91113	07/22/2015	Cochise County/Sheakley/National Bank	\$8,840.88	91190	07/23/2015	Bug-Wiser Exterminating, Inc.	\$950.00
91114	07/22/2015	DCS	\$490.84	91191	07/23/2015	Bug-Wiser Exterminating, Inc.	\$245.00
91115	07/22/2015	Fire Fighter's Police Officer's Cancer Insurance	\$2,200.00	91192	07/23/2015	Bug-Wiser Exterminating, Inc.	\$70.00
91116	07/22/2015	GMAC, c/o Jennifer A. Christie	\$20.72	91193	07/23/2015	CEMEX Construction Materials South, LLC	\$949.38
91117	07/22/2015	Gurstel Chargo PA	\$313.82	91194	07/23/2015	CenturyLink	\$65.52
91118	07/22/2015	Hammerman, Stanley M.	\$467.45	91195	07/23/2015	CenturyLink	\$32.81
91119	07/22/2015	NYS Child Support Processing Center	\$32.00	91196	07/23/2015	CenturyLink	\$67.64
91120	07/22/2015	Pennsylvania SCDU	\$215.00	91197	07/23/2015	CenturyLink	\$640.54
91121	07/22/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,653.33	91198	07/23/2015	CenturyLink	\$32.19
91122	07/22/2015	Support Payment Clearinghouse	\$6,680.73	91199	07/23/2015	CenturyLink	\$893.79
91123	07/22/2015	U.S. Department of Education	\$160.79	91200	07/23/2015	CenturyLink	\$32.93
91124	07/22/2015	United Way	\$35.00	91201	07/23/2015	Copper Queen Community Hospital	\$110.00
91125	07/22/2015	Aqua Life	\$11.00	91202	07/23/2015	Copper Queen Community Hospital	\$17,898.75
91126	07/22/2015	AZ Water Company	\$2,429.86	91203	07/23/2015	Deneke, Buffy	\$309.60
91127	07/22/2015	Benson, City of	\$296.00	91204	07/23/2015	Desert Scale & Weighing Equipment, Inc.	\$2,304.50
91128	07/22/2015	Bisbee, City of	\$8,125.16	91205	07/23/2015	Desert Snow	\$1,770.00
91129	07/22/2015	Center for Disease Detection, LLC	\$194.50	91206	07/23/2015	Diamond Drugs Inc.	\$2,559.66
91130	07/22/2015	CenturyLink	\$355.72	91207	07/23/2015	Digital Health Department, Inc.	\$10,950.00
91131	07/22/2015	CenturyLink	\$70.46	91208	07/23/2015	Dorado Personnel, Sierra Vista Personnel	\$224.25
91132	07/22/2015	CenturyLink	\$65.20	91209	07/23/2015	Dorado Personnel, Sierra Vista Personnel	\$351.33
91133	07/22/2015	CenturyLink	\$65.82	91210	07/23/2015	Douglas, City of	\$943.00
91134	07/22/2015	CenturyLink	\$32.91	91211	07/23/2015	FasPsych, LLC	\$3,705.00
91135	07/22/2015	Contract Pharmacy Services, Inc.	\$4,454.72	91212	07/23/2015	Ferguson Waterworks, Inc. #3083	\$11,743.17
91136	07/22/2015	Culligan of Tucson	\$164.44	91213	07/23/2015	Flores, Juan P	\$6,785.98
91137	07/22/2015	Culligan of Tucson	\$35.14	91214	07/23/2015	Hatfield Funeral Home	\$320.00
91138	07/22/2015	Douglas, City of	\$136.60	91215	07/23/2015	Hatfield Funeral Home	\$320.00
91139	07/22/2015	Employee Time Clocks	\$91.42	91216	07/23/2015	Hatfield Funeral Home	\$500.00
91140	07/22/2015	Fernandez, Heather	\$40.00	91217	07/23/2015	IronHawk Elevator LLC	\$750.00
91141	07/22/2015	Headsets.com, Inc	\$428.95	91218	07/23/2015	IronHawk Elevator LLC	\$250.00
91142	07/22/2015	HOV Services/Lason Systems	\$100.83	91219	07/23/2015	John William Lovell, PC	\$3,000.00
91143	07/22/2015	National Association for Court Management	\$125.00	91220	07/23/2015	Keefe Supply Company	\$1,421.25
91144	07/22/2015	Old Pueblo Anesthesia	\$360.10	91221	07/23/2015	Laird, Joseph	\$100.00
91145	07/22/2015	Senergy Petroleum LLC	\$11,215.03	91222	07/23/2015	Lamoree, Candace Jean	\$265.00
91146	07/22/2015	Sierra Vista, City of	\$1,973.36	91223	07/23/2015	Law Office of Daniel DeRienzo PLLC	\$1,419.95
91147	07/22/2015	Southwest Gas Corporation	\$3,607.82	91224	07/23/2015	Law Offices of Joseph Mendoza PLLC	\$4,000.00
91148	07/22/2015	Sprint	\$67.77	91225	07/23/2015	Madrid, Isabel	\$225.00
91149	07/22/2015	Sulphur Springs Valley Electric Coop, Inc.	\$928.15	91226	07/23/2015	McKesson General Medical Corp	\$1,170.82
91150	07/22/2015	Sulphur Springs Valley Electric Coop, Inc.	\$786.23	91227	07/23/2015	Metropolitan Tucson Convention & Visitors Bureau	\$420.00
91151	07/22/2015	Sulphur Springs Valley Electric Coop, Inc.	\$4,558.82	91228	07/23/2015	Mustang Mall LLC	\$600.00
91152	07/22/2015	Valley Telephone Cooperative, Inc.	\$57.16	91229	07/23/2015	National Safety Council	\$171.00
91153	07/22/2015	West Press	\$59.83	91230	07/23/2015	NCS Pearson, Inc.	\$985.00
91154	07/22/2015	Cooper, Renee	\$16.34	91231	07/23/2015	Nina L. Caples, P.C.	\$2,466.48
91155	07/23/2015	4imprint, Inc.	\$2,594.94	91232	07/23/2015	Nyander, Penny Sue	\$246.60
91156	07/23/2015	Advance Education	\$750.00	91233	07/23/2015	Occupational Health Centers of the Southwest, P.A.	\$143.00
91157	07/23/2015	Alex Espinosa's Bisbee Funeral Home	\$3,809.00	91234	07/23/2015	Office Smart	\$188.12
91158	07/23/2015	Alternative Counseling Service, Inc	\$860.00	91235	07/23/2015	OfficeMax North America Inc.	\$287.51
91159	07/23/2015	Andrew, Kathryn	\$134.40	91236	07/23/2015	Palo Verde Behavioral Health	\$5,400.00
91160	07/23/2015	AZ City/County Management Assoc (ACMA)	\$240.00	91237	07/23/2015	Panayiotis A. Ellinas, MD MPH	\$625.00
91161	07/23/2015	AZ Department of Corrections - Douglas	\$216.00	91238	07/23/2015	PharmChem, Inc.	\$4,180.00
91162	07/23/2015	AZ Department of Corrections - Douglas	\$1,757.33	91239	07/23/2015	Pima County	\$87,500.00
91163	07/23/2015	AZ Department of Corrections - Douglas	\$804.00	91240	07/23/2015	Precise Digital	\$5,221.50
91164	07/23/2015	AZ Department of Corrections - Douglas	\$60.00	91241	07/23/2015	Print & Stitch LLC	\$40.00
91165	07/23/2015	AZ Department of Corrections ASPC-Tucson	\$77.25	91242	07/23/2015	Prisoner Trans Services America LLC (PTS)	\$2,647.30
91166	07/23/2015	AZ Justice of the Peace Association	\$180.00	91243	07/23/2015	Promotional Design Group and Creative Inflatables	\$1,619.30
91167	07/23/2015	AZ State Prison Complex - Fort Grant	\$58.30	91244	07/23/2015	Prudential Overall Supply	\$92.45
91168	07/23/2015	AZ State Prison Complex - Fort Grant	\$52.66	91245	07/23/2015	Public Health Accreditation Board	\$27,030.00
91169	07/23/2015	AZ State Prison Complex - Fort Grant	\$101.25	91246	07/23/2015	Pueblo Mechanical & Controls, Inc.	\$39,560.00
91170	07/23/2015	AZ State Prison Complex - Fort Grant	\$30.00	91247	07/23/2015	Recorded Books, LLC	\$196.27
91171	07/23/2015	AZ Supreme Court	\$9.00	91248	07/23/2015	Reed, Cynthia - Court Reporter	\$619.60
91172	07/23/2015	AZ Supreme Court	\$750.00	91249	07/23/2015	Rocky Mountain Information Network	\$250.00
91173	07/23/2015	AZ Supreme Court	\$4,125.00	91250	07/23/2015	RWC International, LTD	\$544.34
91174	07/23/2015	AZ Town Hall	\$300.00	91251	07/23/2015	RWC International, LTD	\$49.02
91175	07/23/2015	AZ Verified Information Destruction Inc. AVID	\$668.56	91252	07/23/2015	Schlesinger, Aaron	\$13.00
91176	07/23/2015	AZ-Mexico Commission	\$225.00	91253	07/23/2015	Senergy Petroleum LLC	\$2,114.05
91177	07/23/2015	AZ Communications Group	\$3,083.33	91254	07/23/2015	Service Solutions Group	\$311.50
91178	07/23/2015	Baker & Taylor, Inc.	\$17.51	91255	07/23/2015	Sierra Vista NAPA	\$249.29
91179	07/23/2015	Baker, Peterson, Baker & Associates, Inc.	\$1,500.00	91256	07/23/2015	Sierra Vista, City of	\$14,575.82
91180	07/23/2015	Banas, Pamela	\$30.80	91257	07/23/2015	Solid Waste Assoc of North America (SWANA)	\$334.00
91181	07/23/2015	Banning Creek Enterprises, LLC	\$7,392.00	91258	07/23/2015	Sonora Behavioral Health	\$1,792.00
91182	07/23/2015	Beacon Secure	\$300.00	91259	07/23/2015	Southeastern AZ Contractors Assoc (SACA)	\$16.00
91183	07/23/2015	Benson, City of	\$232.80	91260	07/23/2015	Sparkletts	\$201.22
91184	07/23/2015	Bisbee Observer	\$33.00	91261	07/23/2015	Sparkletts	\$115.79
91185	07/23/2015	Bisbee, City of (Ambulance)	\$1,135.10				
91186	07/23/2015	Blackstone Audiobooks	\$177.97				
91187	07/23/2015	Bob Barker Company, Inc.	\$540.69				

91262	07/23/2015	Spillman Technologies, Inc.	\$125,010.00	91340	07/27/2015	AOC Corrections Officer Retire	\$19,956.79
91263	07/23/2015	Sterusky, Jessica	\$264.06	91341	07/27/2015	Correction Officers	\$6,736.58
91264	07/23/2015	Sulphur Springs Valley Electric Coop, Inc.	\$524.69	91342	07/27/2015	EODCRS	\$9.06
91265	07/23/2015	The Law Office of Castro & Le, PLLC	\$1,741.50	91343	07/27/2015	Nationwide Retirement Solutions	\$507.50
91266	07/23/2015	Thomson West	\$1,901.38	91344	07/27/2015	Public Safety Retirement Syst	\$1,244.08
91267	07/23/2015	Trujillo, Jeffrey D.	\$525.00	91345	07/27/2015	Public Safety Retirement Syst	\$17,784.79
91268	07/23/2015	Tucson Tallow Co., Inc.	\$375.00	91346	07/27/2015	Public Safety Retirement Syst	\$1,231.94
91269	07/23/2015	UniFirst Corporation	\$213.07	91347	07/27/2015	Public Safety Retirement Syst	\$22,378.64
91270	07/23/2015	United Fire Equipment Co	\$291.61	91348	07/29/2015	AZ Public Service (APS)	\$5,049.87
91271	07/23/2015	University Physicians Healthcare, Inc.	\$2,375.00	91349	07/29/2015	AZ Public Service (APS)	\$1,847.12
91272	07/23/2015	Valley Telephone Cooperative, Inc.	\$292.89	91350	07/29/2015	AZ Water Company	\$4,636.50
91273	07/23/2015	Valley Telephone Cooperative, Inc.	\$107.09	91351	07/29/2015	B&S Supply Co, Inc	\$1,572.85
91274	07/23/2015	Valley Telephone Cooperative, Inc.	\$192.59	91352	07/29/2015	Benson, City of	\$281.17
91275	07/23/2015	VCA Apache Animal Hospital	\$476.83	91353	07/29/2015	CenturyLink	\$32.78
91276	07/23/2015	Verizon Wireless	\$474.25	91354	07/29/2015	CenturyLink	\$1,704.02
91277	07/23/2015	Verizon Wireless	\$63.61	91355	07/29/2015	CenturyLink	\$131.48
91278	07/23/2015	Versatile Information Products, Inc	\$3,357.00	91356	07/29/2015	Clear Springs Utility, Inc.	\$67.64
91279	07/23/2015	Waxie Sanitary Supply	\$52.83	91357	07/29/2015	Integrity Security Solutions, Inc.	\$250.00
91280	07/23/2015	Waxie Sanitary Supply	\$968.20	91358	07/29/2015	Kennedy Kleaning Supplies, Inc.	\$829.88
91281	07/23/2015	Westlawn Chapel & Mortuary	\$667.50	91359	07/29/2015	Legend Technical Services, Inc.	\$1,110.00
91282	07/23/2015	Westlawn Chapel & Mortuary	\$1,617.50	91360	07/29/2015	Pueblo del Sol Water Company	\$262.71
91283	07/23/2015	Willcox Auto Parts Inc.	\$902.02	91361	07/29/2015	Southwest Gas Corporation	\$123.60
91284	07/23/2015	Zumar Industries Inc	\$5,911.56	91362	07/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$77.20
91285	07/23/2015	Apache Elementry School	\$5,368.56	91363	07/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$1,019.78
91286	07/23/2015	AZ Business & Education Coalition	\$250.00	91364	07/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$556.60
91287	07/23/2015	Ash Creek Elementary School District	\$7,044.55	91365	07/29/2015	Sulphur Springs Valley Electric Coop, Inc.	\$17,292.57
91288	07/23/2015	Auletta, Susan P	\$63.00	91366	07/29/2015	Thomson West	\$10,491.02
91289	07/23/2015	Benson Unified School District	\$16,379.53	91367	07/29/2015	Valley Telephone Cooperative, Inc.	\$1,182.07
91290	07/23/2015	Bowie Unified School District #14	\$6,895.67	91368	07/30/2015	AL-JON, Manufacturing LLC	\$1,887.94
91291	07/23/2015	Canyon Vista Medical Center	\$17.50	91369	07/30/2015	Amazon.com LLC	\$602.69
91292	07/23/2015	CenturyLink	\$33.84	91370	07/30/2015	Anderson, Steven James	\$250.00
91293	07/23/2015	Cochise County BOS - Petty Cash	\$885.48	91371	07/30/2015	AZ Association of County Recorders	\$75.00
91294	07/23/2015	Cochise County Sheriff's Department	\$635.37	91372	07/30/2015	AZ Department of Corrections	\$660.00
91295	07/23/2015	Cochise County Sheriff's Department	\$13,253.31	91373	07/30/2015	AZ Department of Corrections - Douglas	\$28.00
91296	07/23/2015	Douglas Unified School Dist 27	\$15,845.83	91374	07/30/2015	AZ Department of Economic Security	\$2,015.91
91297	07/23/2015	La Frontera Center, Inc.	\$48.00	91375	07/30/2015	AZ Department of Weights & Measures	\$360.00
91298	07/23/2015	Lutgring, Judy A	\$38.55	91376	07/30/2015	AZ State Library	\$16,096.35
91299	07/23/2015	Mauldin, Martha	\$39.48	91377	07/30/2015	AZ State Prison Complex - Fort Grant	\$2,417.80
91300	07/23/2015	Palominas Public School District #49	\$11,049.77	91378	07/30/2015	AZ State Prison Complex - Fort Grant	\$26.33
91301	07/23/2015	Pearce Elementary School District #22-3	\$6,873.12	91379	07/30/2015	AZ State Prison Complex - Fort Grant	\$33.75
91302	07/23/2015	Price, Lynn Darlene	\$112.50	91380	07/30/2015	Baird, Leslie A, CR	\$553.20
91303	07/23/2015	San Simon Unified Schools	\$13,607.28	91381	07/30/2015	Baker & Taylor, Inc.	\$1,146.17
91304	07/23/2015	Schlesinger, Aaron	\$24.50	91382	07/30/2015	Banas, Pamela	\$50.40
91305	07/23/2015	Sierra Vista Regional Health Center	\$67.50	91383	07/30/2015	Banning Creek Enterprises, LLC	\$12,620.60
91306	07/23/2015	Sierra Vista Unified School District #68	\$16,179.68	91384	07/30/2015	Barnetts Towing LLC	\$180.00
91307	07/23/2015	Simpson, Alexandria Pettly	\$50.00	91385	07/30/2015	Big Dave's Towing & Roadside	\$15.00
91308	07/23/2015	St. David Unified School District #21	\$15,046.87	91386	07/30/2015	Bisbee Observer	\$822.98
91309	07/23/2015	Tinney, Jo R	\$3.77	91387	07/30/2015	Bisbee Observer	\$109.08
91310	07/23/2015	Tombstone Unified School District #01	\$13,585.17	91388	07/30/2015	Bob Barker Company, Inc.	\$646.49
91311	07/23/2015	Traywick, Benton	\$8.40	91389	07/30/2015	Canyon State Wireless Inc.	\$1,680.00
91312	07/23/2015	Traywick, Catherine L	\$4,143.25	91390	07/30/2015	CDW Government	\$1,778.94
91313	07/23/2015	Troup, Benna	\$109.65	91391	07/30/2015	CDW Government	\$42.19
91314	07/23/2015	Valley Union High School	\$9,267.31	91392	07/30/2015	CEMEX Construction Materials South, LLC	\$1,472.76
91315	07/23/2015	Willcox Unified School District #13	\$17,868.29	91393	07/30/2015	Center Point Large Print	\$468.51
91316	07/23/2015	Arzaga, Kelsey	\$118.32	91394	07/30/2015	CenturyLink	\$113.78
91317	07/23/2015	Brauchla, Gary	\$68.20	91395	07/30/2015	CenturyLink	\$67.68
91318	07/23/2015	Carswell, Wells G.	\$104.58	91396	07/30/2015	CenturyLink	\$66.54
91319	07/23/2015	Castleberry, Rick	\$153.00	91397	07/30/2015	CenturyLink	\$1,748.00
91320	07/23/2015	Champagne, Jacqueline	\$148.48	91398	07/30/2015	CNS Business Forms	\$1,879.39
91321	07/23/2015	Cooper, Renee	\$200.10	91399	07/30/2015	Cochise County Justice Court #2	\$84.03
91322	07/23/2015	Edie, Patricia	\$40.66	91400	07/30/2015	Cooke, Stephen R.	\$405.00
91323	07/23/2015	Greene, Patrick K.	\$41.41	91401	07/30/2015	Copper Queen Community Hospital	\$19,478.85
91324	07/23/2015	Gregan, Wayne	\$25.44	91402	07/30/2015	County Supervisors Association	\$62,293.00
91325	07/23/2015	Haight, Raymond	\$92.00	91403	07/30/2015	Data Processing Air Corporation	\$537.50
91326	07/23/2015	Honorable Timothy Dickerson	\$54.00	91404	07/30/2015	Deneke, Buffy	\$57.90
91327	07/23/2015	Honorable Trevor L. Ward	\$40.95	91405	07/30/2015	Dorado Personnel, Sierra Vista Personnel	\$1,794.00
91328	07/23/2015	Lacombe, Kathleen A.	\$149.35	91406	07/30/2015	Douglas NAPA	\$283.70
91329	07/23/2015	Lord, Priscilla	\$58.58	91407	07/30/2015	Emily Danies Attorney at Law LLC	\$1,275.00
91330	07/23/2015	Lueck, Elizabeth	\$74.24	91408	07/30/2015	Empire Southwest LLC	\$6,943.51
91331	07/23/2015	Martzke, James F.	\$72.16	91409	07/30/2015	ESRI, Inc.	\$6,309.67
91332	07/23/2015	McCall, Monica	\$62.64	91410	07/30/2015	Frank Tadeo's Chevron Service	\$22.50
91333	07/23/2015	McCleave, Keturah M	\$116.87	91411	07/30/2015	George Medina - George's Upholstery	\$65.34
91334	07/23/2015	Miller, Carmen	\$54.64	91412	07/30/2015	Granite Construction Company	\$3,353.80
91335	07/23/2015	Oertel, Brian	\$18.85	91413	07/30/2015	Hamilton, Linda T.	\$350.00
91336	07/23/2015	Romero, Tracey	\$177.77	91414	07/30/2015	Huachuca City, Town of	\$10,807.73
91337	07/23/2015	Silverberg, Eric J.	\$95.26	91415	07/30/2015	Interstate Battery	\$692.60
91338	07/23/2015	Thoutt, Eric	\$108.00	91416	07/30/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$2,976.87
91339	07/23/2015	Watkins, Nathan	\$33.43	91417	07/30/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$17,708.25

91418	07/30/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$3,147.38	91496	07/30/2015	Vaishville, Denise	\$14.64
91419	07/30/2015	Knipp, Irene	\$100.00	91497	07/30/2015	Wallace, Kenneth W.	\$247.50
91420	07/30/2015	Kuttner, Barbara L	\$29.58	91498	07/30/2015	Castleberry, Rick	\$17.00
91421	07/30/2015	Law Office of Joan M Sacramento	\$350.00	91499	07/30/2015	Dagnino, Felix A	\$44.00
91422	07/30/2015	Levitt, Harriette P.	\$756.30	91500	07/30/2015	Drake, Jesse	\$67.28
91423	07/30/2015	Lin-Cum, Inc.	\$435.93	91501	07/30/2015	Dunlap, Mary Ellen	\$60.32
91424	07/30/2015	Matthew Bender & Co. Inc.	\$5,448.00	91502	07/30/2015	Enriquez, Karen	\$153.00
91425	07/30/2015	Merle's Automotive Supply, Inc.	\$834.68	91503	07/30/2015	Gilligan, Edward Thomas	\$288.00
91426	07/30/2015	Morgan, J Michael, PhD PC	\$590.00	91504	07/30/2015	Gilligan, Edward Thomas	\$194.41
91427	07/30/2015	Nyander, Penny Sue	\$14.00	91505	07/30/2015	Gilligan, Edward Thomas	\$257.70
91428	07/30/2015	O'Rielly Chevrolet, Inc.	\$2,511.28	91506	07/30/2015	Gilliland, Robert	\$89.00
91429	07/30/2015	Office of Vital Records	\$4,530.00	91507	07/30/2015	Godfrey, Marilyn	\$133.69
91430	07/30/2015	Office Smart	\$317.37	91508	07/30/2015	Leiendecker, Philip	\$142.74
91431	07/30/2015	Palo Verde Behavioral Health	\$2,700.00	91509	07/30/2015	Lueck, Elizabeth	\$20.30
91432	07/30/2015	Pitney Bowes, Inc.	\$3,476.51	91510	07/30/2015	Nelson, Anita	\$118.32
91433	07/30/2015	Prudential Overall Supply	\$155.46	91511	07/30/2015	Teso, Brandie	\$44.00
91434	07/30/2015	Prudential Overall Supply	\$118.88	91512	07/30/2015	Valtierra, Marcella	\$76.85
91435	07/30/2015	Psychological & Consulting Services	\$500.00	91513	07/30/2015	Willhite, Michael D.	\$54.00
91436	07/30/2015	Purcell's Western State Tire Company	\$17,983.08	91514	07/31/2015	Election Systems & Software LLC	\$1,084,620.60
91437	07/30/2015	Recorded Books, LLC	\$207.73	91515	07/31/2015	AZ Supreme Court	\$3,888.27
91438	07/30/2015	Reed, Cynthia - Court Reporter	\$658.80	91516	07/31/2015	AZ Supreme Court	\$208.72
91439	07/30/2015	Robert J. Zohlmann, Esq.	\$4,600.00	91517	07/31/2015	AZ Supreme Court	\$67.39
91440	07/30/2015	RWC International, LTD	\$3,995.11	91518	08/04/2015	American First Financial, LLC	\$82.78
91441	07/30/2015	Safelite Autoglass Corp.	\$533.48	91519	08/04/2015	Burse & Associates, P.C.	\$90.52
91442	07/30/2015	Schlesinger, Aaron	\$45.50	91520	08/04/2015	Cochise County/Sheakley/National Bank	\$8,755.46
91443	07/30/2015	Schlesinger, Aaron	\$1,933.70	91521	08/04/2015	DCS	\$490.84
91444	07/30/2015	Sea Tel Inc.	\$567.00	91522	08/04/2015	GMAC, c/o Jennifer A. Christie	\$20.72
91445	07/30/2015	Senergy Petroleum LLC	\$3,513.49	91523	08/04/2015	Gurstel Chargo PA	\$313.82
91446	07/30/2015	Service Solutions Group	\$188.17	91524	08/04/2015	Hammerman, Stanley M.	\$467.45
91447	07/30/2015	Shoemaker, Brad	\$150.00	91525	08/04/2015	NYS Child Support Processing Center	\$32.00
91448	07/30/2015	Sierra Vista, City of	\$1,169.42	91526	08/04/2015	Pennsylvania SCDU	\$215.00
91449	07/30/2015	Sloan R. King, PhD, LLC	\$1,500.00	91527	08/04/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,662.81
91450	07/30/2015	Sonora Behavioral Health	\$5,250.00	91528	08/04/2015	Support Payment Clearinghouse	\$6,680.73
91451	07/30/2015	Sound Off Signal	\$1,305.00	91529	08/04/2015	U.S. Department of Education	\$160.79
91452	07/30/2015	Spillman Technologies, Inc.	\$496.00	91530	08/04/2015	United Way	\$30.00
91453	07/30/2015	Stericycle Inc.	\$1,132.47				
91454	07/30/2015	Technical Resource Management, Inc.	\$26.80				
91455	07/30/2015	Teksystems, Inc.	\$13,000.00				
91456	07/30/2015	The Manch Law Firm, P.L.L.C.	\$1,200.00				
91457	07/30/2015	Thorn Law Office	\$6,040.70				
91458	07/30/2015	Tucson Medical Center	\$3,095.36				
91459	07/30/2015	U.S. Healthworks Medical Group of AZ, PC	\$169.00				
91460	07/30/2015	UniFirst Corporation	\$218.20				
91461	07/30/2015	United Fire Equipment Co	\$430.35				
91462	07/30/2015	United States Department of the Interior	\$14,675.00				
91463	07/30/2015	Valley Security Service, Inc.	\$300.00				
91464	07/30/2015	Valley Telephone Cooperative, Inc.	\$135.70				
91465	07/30/2015	VCA Apache Animal Hospital	\$91.60				
91466	07/30/2015	Walmart	\$100.00				
91467	07/30/2015	Watson Chevrolet	\$973.45				
91468	07/30/2015	Waxie Sanitary Supply	\$514.34				
91469	07/30/2015	Wells, Doris	\$542.50				
91470	07/30/2015	Wick Communications	\$280.25				
91471	07/30/2015	Wick Communications	\$1,665.10				
91472	07/30/2015	Willcox Auto Parts Inc.	\$274.54				
91473	07/30/2015	Willcox Auto Parts Inc.	\$1,390.58				
91474	07/30/2015	WR Ryan Company	\$6,834.00				
91475	07/30/2015	A'viands, LLC	\$159.00				
91476	07/30/2015	Addington, Emily	\$1,000.00				
91477	07/30/2015	Alex Espinosa's Bisbee Funeral Home	\$650.00				
91478	07/30/2015	AZ Supreme Court	\$4,094.38				
91479	07/30/2015	Catholic Community Services Southern AZ, Inc.	\$760.00				
91480	07/30/2015	Chiricahua Community Health Centers, Inc.	\$54.28				
91481	07/30/2015	Cochise County Juvenile Court Services	\$3.00				
91482	07/30/2015	Coleman, Ora	\$76.77				
91483	07/30/2015	Corey, Karen R. MS	\$352.50				
91484	07/30/2015	Domschot, Peggy V	\$21.01				
91485	07/30/2015	Eichelberger, Dan	\$100.00				
91486	07/30/2015	Germain, Jennifer	\$80.47				
91487	07/30/2015	Hernett, Katherine Jo	\$400.44				
91488	07/30/2015	Meracle, Tim	\$100.00				
91489	07/30/2015	Optim LLC	\$17,640.00				
91490	07/30/2015	Owen, Lauri J	\$25.94				
91491	07/30/2015	Pitney Bowes Reserve Account	\$10,000.00				
91492	07/30/2015	QC Financial Services	\$50.00				
91493	07/30/2015	Ramirez, Amanda	\$40.00				
91494	07/30/2015	Trebilcock, Robert Esq.	\$2,605.00				
91495	07/30/2015	Tyler Technologies, Inc.	\$8,642.23				

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, August 11, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, August 11, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff James E. Vlahovich, County Administrator; Edward T. Gilligan, Deputy County Administrator; Britt W.
Present: Hanson, Chief Civil Deputy County Attorney; Arlethe G. Rios, Clerk of the Board

Chairman Call 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

PRESENTATION

Presentation of Proclamation to Mr. Dean Coates, Child Support Operations Supervisor, Department of Economic Security, Division of Child Support Services (DCSS) declaring August 2015 to be Child Support Awareness month.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of July 28, 2015.
2. Approve a Proclamation declaring August 2015 to be Child Support Awareness Month.

County Sheriff

3. Approve an extension amendment to the Emergency Medical Services Supporting Services Agreement between RCHP-Sierra Vista, Inc. D/b/a Canyon Vista Medical Center (the Hospital") and Cochise County Sheriffs Office (the "Facility") in order to reflect the recent name change of the hospital.

Emergency Services

4. Approve the 2015 Emergency Management Performance Grant (EMPG) Subgrantee Agreement EMW-2015-EP-00048 for the period of July 1, 2015 through June 30, 2016 in the amount of \$97,810.

Finance

5. Approve demands and budget amendments for operating transfers.

Warrants Nos. 91514-91517, 91531-91759 were issued in the amount of \$1,582,986.52.

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>
167-581	Arizona Supreme Court	4,094.38

Issued warrants are listed as an attachment at the end of the minutes. Approve demands and budget amendments for operating transfers.

Vice-Chairman English moved to approve items 1-5 on the consent agenda. Supervisor Searle seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

6. Approve an interim permit and new liquor license application for a series #10 (beer and wine store) liquor license submitted by Ms. Linda K. Brown for Country General located at 6533 N. Fort Grant Road, Willcox, AZ 85643.

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

Chairman Call opened the public hearing.

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

Supervisor Searle moved to approve an interim permit and new liquor license application for a series #10 (beer and wine store) liquor license submitted by Ms. Linda K. Brown for Country General located at 6533 N. Fort Grant Road, Willcox, AZ 85643. Vice-Chairman English seconded the motion.

Supervisor Searle said he was in support of this change as it was not really a new liquor license, but a change due to a death in the family of the owners.

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

ACTION

County Sheriff

7. Approve the Intergovernmental Agreement (IGA) between Cochise County Sheriff's Office (CCSO) and Department of Public Safety Gang, Immigration & Intelligence Team Enforcement Mission (GIITEM) for additional funding to fund 75% of salary and ERE for one CCSO Southeast Arizona Border Region Enforcement (SABRE) Sergeant and two CCSO SABRE Deputies effective July 1, 2015 through June 30, 2016 with a renewal option of five years.

Vice-Chairman English moved to approve the Intergovernmental Agreement (IGA) between Cochise County Sheriff's Office (CCSO) and Department of Public Safety Gang, Immigration & Intelligence Team Enforcement Mission (GIITEM) for additional funding to fund 75% of salary and ERE for one CCSO Southeast Arizona Border Region Enforcement (SABRE) Sergeant and two CCSO SABRE Deputies

effective July 1, 2015 through June 30, 2016 with a renewal option of five years. Supervisor Searle seconded the motion.

Chief Deputy Thad Smith, Sheriff's Office, presented this item. Chief Deputy Smith gave the background on the item and said that the IGA specifically related to funding for deputies assigned to the SABRE unit. He noted that the change in agency funding was a result of what agency could reimburse the County for more costs related to personnel working on special assignments. He clarified that this new agreement would mean that the Sheriff's Office could terminate the agreement for the High Intensity Drug Trafficking Area (HIDTA) and save costs for the County.

Vice-Chairman English said that this would be a good change in funding and benefit the County.

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

CALL TO THE PUBLIC

Chairman Call opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

No one else chose to speak and Chairman Call 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.

REPORT BY JAMES E. VLAHOVICH, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich stated that he would be going to Flagstaff on Friday for a County Managers Association meeting, but noted that Mr. Gilligan, Deputy County Administrator, would be available.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call said he would be attending the Upper San Pedro Partnership meeting on Wednesday; host the Friday Report show on Friday; and would be attending the following meetings next week: Hereford Natural Resource Conservation District (NRCD); Southern Arizona Contractors Association (SACA); and the Cochise Community Foundation (CCF). He also invited the Board to attend a Drone Workshop hosted by the Hereford NRCD on Thursday, August 20 at the Bisbee-Douglas International Airport.

Report by District 2 Supervisor, Ann English

Vice-Chairman English stated that the hospital in Douglas had officially closed and that the Board would be having a discussion later in the afternoon to discuss possible next steps.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle said that he had attended the ribbon cutting for the Red Horse Wind & Solar Project in Willcox; a water meeting in Willcox that resulted in Representative Stevens proposing legislation to address rural water issues; and would be attending another local water meeting in Willcox to address public concerns.

8.

Chairman Call adjourned the meeting at 10:20 a.m.

APPROVED:

Patrick G. Call, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Approve Proclamation: Declare 9/28-10/4 Diaper Need Awareness Week

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation declaring September 28 to October 4, 2015 as Diaper Need Awareness Week.

Background:

Cochise County's proclamations attached.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Proclamation to be read aloud at meeting during Presentations. Will be presented to *Claudette Langley*, outreach/marketing coordinator, americorps/vista serving with the diaper bank of southern arizona.

diaper bank of southern arizona

4500 e. speedway blvd., ste. 75

tucson, az 85712

(t) 520.325.1400 (f) 520.325.1401

diaperbank.org

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

Proclamation



Cochise County Board of Supervisors

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

PATRICK G. CALL
Chairman
District 1

JAMES E. VLAHOVICH
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

EDWARD T. GILLIGAN
Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION "Diaper Need Awareness Week"

WHEREAS, 26 percent of children in Cochise County live in poverty; and

WHEREAS, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

WHEREAS, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

WHEREAS, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

WHEREAS, diapers cannot be bought with food stamps or WIC vouchers, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

WHEREAS, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

WHEREAS, the people of Cochise County recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

WHEREAS, County is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels;

NOW, THEREFORE, BE IT PROCLAIMED, that the Cochise County Board of Supervisors do hereby proclaim the week of September 28th through October 4th, 2015 as "DIAPER NEED AWARENESS WEEK" in the county and encourage the citizens of Cochise County to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need.

APPROVED AND ADOPTED this 25th day of August, 2015.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard R. Searle, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Approve Proclamation: Declare August 16-22, 2015 national guard and reserve employer week

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a Proclamation declaring August 16-22, 2015 to be National Employer Support of the Guard and Reserve week.

Background:

Cochise County's proclamation is attached.

Department's Next Steps (if approved):

File Cochise County's Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Proclamation to be read aloud at meeting during Presentations.

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

Proclamation



Cochise County Board of Supervisors

Public Programs...Personal Service
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PATRICK G. CALL
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Deputy County Administrator

RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

Employer Support of the Guard & Reserve Week

WHEREAS, National Guard and Reserve forces comprise nearly half of our nation's military strength, and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and

WHEREAS, employers provide critical support to members of the National Guard and Reserve; allowing Citizen Warriors to serve whenever the Nation calls, often foregoing financial gain and making sacrifices in the process; and

WHEREAS, employer support is stronger than ever, more than 43 years after President Richard Nixon authorized the Secretary of Defense to establish the National Committee for Employer Support of the Guard and Reserve (ESGR); and

WHEREAS, our nation is in debt to the Citizen Warriors departing the comforts of home to ensure our freedoms remain intact. Likewise, America pays special tribute to the commitment of dedicated and supportive employers who continue to make service in the Reserve Components possible; and

NOW, THEREFORE, we, The Cochise County Board of Supervisors, do hereby declare August 16 – 22, 2015 National Employer Support of the Guard and Reserve week.

APPROVED AND ADOPTED this 25th day of August, 2015.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard R. Searle, Supervisor

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Letter in support of Water Mitigation Protection for Flying H Ranch

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 a letter to the U.S. Customs and Border Protection (CPB), Real Estate and Environmental Services Division, in support of Water Mitigation Protection for Flying H Ranch.

Background:

U.S. Customs and Border Protection (CPB), is required to have a Biological Opinion with the US Fish and Wildlife Service (as does Fort Huachuca) in order to offset their presence, relative to water, in the area. Therefore CBP has contracted with The Trust for Public Land to find properties to purchase for conservation easements. Flying H Ranch is one of those properties. Supporting this supports the County's overall mission of environmental conservation.

Department's Next Steps (if approved):

Mail letter to:
Paul Enriquez, Acting Director
Real Estate and Environmental Services Division
US Customs and Border Protection
1300 Pennsylvania Avenue NW
Washington, DC 20229

Impact of NOT Approving/Alternatives:

US Customs and Border Protection would not know that the County in support of this protection.

To BOS Staff: Document Disposition/Follow-Up:

See next steps.

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

Letter



Cochise County Board of Supervisors

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ARLETHE G. RIOS
Clerk of the Board

August 25, 2015

Paul Enriquez
Acting Director
Real Estate and Environmental Services Division
U.S. Customs and Border Protection
1300 Pennsylvania Avenue NW
Washington DC 20229

RE: Protection of Flying H Ranch for Water Mitigation

Dear Mr. Enriquez:

We understand that U.S. Customs and Border Protection is working with The Trust for Public Land on a project to protect the Flying H Ranch through purchase of a conservation easement on the property, with plans that the property would then be sold to the adjacent San Jose Ranch for management as part of that ranch's livestock operations. This would be done to provide mitigation of water in the Sierra Vista subwatershed (a component of the San Pedro River watershed) by preventing likely future residential development and associated water consumption on the Flying H Ranch. The project therefore should contribute to protection of water supply for the San Pedro River and species that rely on that river.

Cochise County strongly supports this plan proposed by CBP for protection of the Flying H Ranch.

Protection of the water supply for the San Pedro River, both for protection of wildlife and ensuring continued economic viability of the area (that provided, for example, by the continued operation of Fort Huachuca) is of great importance to the County. To that end, we have been cooperating with the Fort, local businesses, communities and other conservation groups like The Nature Conservancy on projects to improve future water supply and recharge the aquifer. We welcome other projects that will further that objective like this one proposed by Customs and Border Protection for the Flying H Ranch.

Additionally, the Ladd family, who owns the San Jose Ranch, is recognized as excellent steward of their lands, and we believe that their ownership of the Flying H Ranch will be very beneficial for the property and enable this land to both be protected and stay in active agricultural use.

Sincerely,

Patrick G. Call
Chairman
District 1

Ann English
Vice-Chairman
District 2

Richard R. Searle
Member
District 3

cc:
Michael Patrick, The Trust for Public Land
John Ladd, San Jose Ranch

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

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 08/25/2015

Accept a petition to alter Jefferson Road County Highway establishment and set a public hearing date to act on the petition

Submitted By: Frances Marinez, Community Development

Department: Community Development

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

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

NAME of PRESENTER: Karen Riggs **TITLE of PRESENTER:** Director

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703

Information

Agenda Item Text:

Accept petition to alter established County Highway, known as Jefferson Road, and set public hearing date for September 15 to act on said petition.

Background:

As permitted by Planning and Zoning, a Family Dollar Store is scheduled to be built at the intersection of State Route 191 and Jefferson Road, a county maintained road. In 1913 the County filed a plat of Jefferson Road as a County Road, potentially providing the County with a 33 foot historical claim each side of the section line, 33 feet within the subject property. In addition, a second declaration in 1989 widened the established width to 70 feet, 35 feet within the subject property, anticipating future need of this corridor. Utilizing 35 feet of the subject property for road purposes inhibits the property from the designed Family Dollar use. Currently this roadway serves multiple local residential roads as well as a school site. As a rural minor collector, a design standard of 60 feet is sufficient for Jefferson Road. As part of the permitting process, staff required that 25 feet of the subject property be dedicated and the developer has executed conveyance documents. In order to clear title and use of the unnecessary Jefferson Road establishment, staff recommends that the Board reduce the highway establishment from 70 feet to 60 feet and abandon any interest that the County may have acquired due to the 1913 plat filing. Due to the historical nature of the County Highway establishment a petition is required. The developer has submitted a petition and staff has verified that the petition exceeds the requirements for residential signatures. The action before you today is acceptance of the Road Petition and scheduling a public hearing for September 15th to act on the petition.

Department's Next Steps (if approved):

Upon acceptance of the petition, a public hearing will be scheduled and advertised as required by statute.

Impact of NOT Approving/Alternatives:

The County Highway establishment for that portion of Jefferson Road will not be altered, inhibiting the subject property from being developed as a Family Dollar Store.

To BOS Staff: Document Disposition/Follow-Up:

Please return the original public hearing notice to H&F, attn: Pam Hudgins. Pam will schedule the advertisement of the public hearing notice.

Attachments

[ExecutiveSummaryMap](#)

[Road Petition](#)

[Public Notice](#)

[Location Map](#)

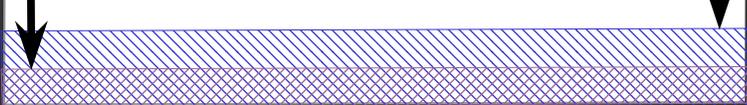
40323008A

40323010A

N HIGHWAY 191

Current 35'

Proposed 25'



W JEFFERSON ROAD

A

40334030A

Legend

- Family Dollar:
-  Current 35'
-  Proposed 25'



Executive Summary
Jefferson Road
Section 15
Township 20
Range 26

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



ROAD PETITION

TO THE HONORABLE BOARD OF SUPERVISORS, COCHISE COUNTY, ARIZONA:

The petition of the undersigned petitioners of Cochise County, in the State of Arizona, respectfully show:

1. That the undersigned are bona fide residents of Cochise County, in the State of Arizona.
2. That each of the undersigned petitioners is a taxpayer in said County of said State.
3. That the laying out of the roads, the proposed routes of which are hereinafter described, would be for the convenience and accommodation of the general public of Cochise County, Arizona.

THEREFORE: Your petitioners pray that the following roads may be established as Declared County Highways pursuant to A.R.S. 28-6701, and the route: Beginning, Terminus, general course and direction, are as follows:

Exhibit "A"

And your petitioners pray that a day be set by your Honorable body to consider whether said roads are necessary and to hear objections thereto, if any.

Exhibit "A"

Alter the established width of that portion of Jefferson Road, from 35 feet to 25 feet, across the southern boundary of that property described in Instrument Number 2013-07592 as filed in the office of the County Recorder, commonly referred to as APN 403-23-010A, and located within Section 15, Township 20 South, Ranch 26 East, Gila and Salt River Meridian, Cochise County, Arizona.

ROAD PETITION

And your petitioners will ever pray.

DATED this 20 day of Nov, A.D., 2014

11240001A

Jessie Lee
PRINT NAME HERE

Jessie Lee (signature)
SIGN HERE

40136024M

MICHAEL J. COYLE JR

Michael J. Coyle Jr (signature)

40331001B

Martin Sierras

Martin Sierras (signature)

40330001A

Alma Garcia

Alma Garcia (signature)

40332003

Melissa Marble

Melissa Marble (signature)

40143007

RAUL ZAMORA

Raul Zamora (signature)

Yolanda Cano

Yolanda Cano (signature)

40317003B

Angie Antillon

Angie Antillon (signature)

40325009C

Sandra E. Overfield

Sandra E. Overfield (signature)

40332022

LIDA SMITH

Lida Smith (signature)

Margaret Stahl

Margaret Stahl (signature)

Nicole Escarcega

Nicole Escarcega (signature)

Estivaly Moreno

Estivaly Moreno (signature)

Roxane Cox

Roxane Cox (signature)

40355023

Lori Faccio

40305008B

Sabrina Zamora

Sabrina Zamora (signature)

Michelle B...

ROAD PETITION

And your petitioners will ever pray.

DATED this 18 day of NOV, A.D., 2014.

PRINT NAME HERE

SIGN HERE

	<u>Ron Agualla</u>	<u>[Signature]</u> (signature)
40330012	<u>Amelia Warn</u>	<u>Amelia Warn</u> (signature)
10591010	<u>Reyna De La Cruz</u>	<u>Reyna De La Cruz</u> (signature)
403380020	<u>Reeda Brazead</u>	<u>Reeda Brazead</u> (signature)
	<u>Lee Hedges</u>	<u>[Signature]</u> (signature)
403-32022	<u>Sergio J Smith</u>	<u>[Signature]</u> (signature)
	<u>Estelza Diaz</u>	<u>Estelza Diaz</u> (signature)
40422001B	<u>Annette Nulliner</u>	<u>Annette Nulliner</u> (signature)
40113440C	<u>Jennifer Campbell</u>	<u>Jennifer Campbell</u> (signature)
40337015	MICHAEL ANDERSON	<u>[Signature]</u> (signature)
	<u>FERN LAWSON</u>	<u>Fern Lawson</u> (signature)
40370011	<u>Kimberly Hake</u>	<u>Kelly Hake</u> (signature)
40750006U	<u>Barbara Romero</u>	<u>Barbara Romero</u> (signature)

ROAD PETITION

And your petitioners will ever pray..

DATED this 18 day of NOV, A.D., 2014.

PRINT NAME HERE

SIGN HERE

40325004 CHARLES WATERS Ch Waters (signature)

40340001B JAMES E. HEDGES James E. Hedges (signature)

40370020B DAN ZAMORA Dan Zamora (signature)

40323008A Mary Jones Mary Jones (signature)

40340001C Sue Makin Sue Makin (signature)

40336016A Gloria Zamora Gloria Zamora (signature)

40312004A MANUEL IZAGORA Manuel Izagora (signature)

40315001A Jeanne Butler Jeanne Butler (signature)

40331048 DALE HEDGES Dale Hedges (signature)

40330006 ANDREW WARR Andrew Warr (signature)

40311004F Victoria Ibarra Victoria Ibarra (signature)

40334003 M. Owen Nulliker M. Owen Nulliker (signature)

40334025 Angelina Z. Valdez Angelina Z. Valdez (signature)

PUBLIC HEARING

ALTERING THE ESTABLISHMENT OF A COUNTY HIGHWAY

There has been filed with the Board of Supervisors of Cochise County, Arizona, a road petition praying for the establishment of a County Highway, more particularly described as follows:

A portion of Jefferson Road, located in Section 15, Township 20 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona and more particularly described as follows:

Alter the established width of that portion of Jefferson Road, from 35 feet to 25 feet, across the southern boundary of that property described in Instrument Number 2013-07592, records of Cochise County, Arizona.

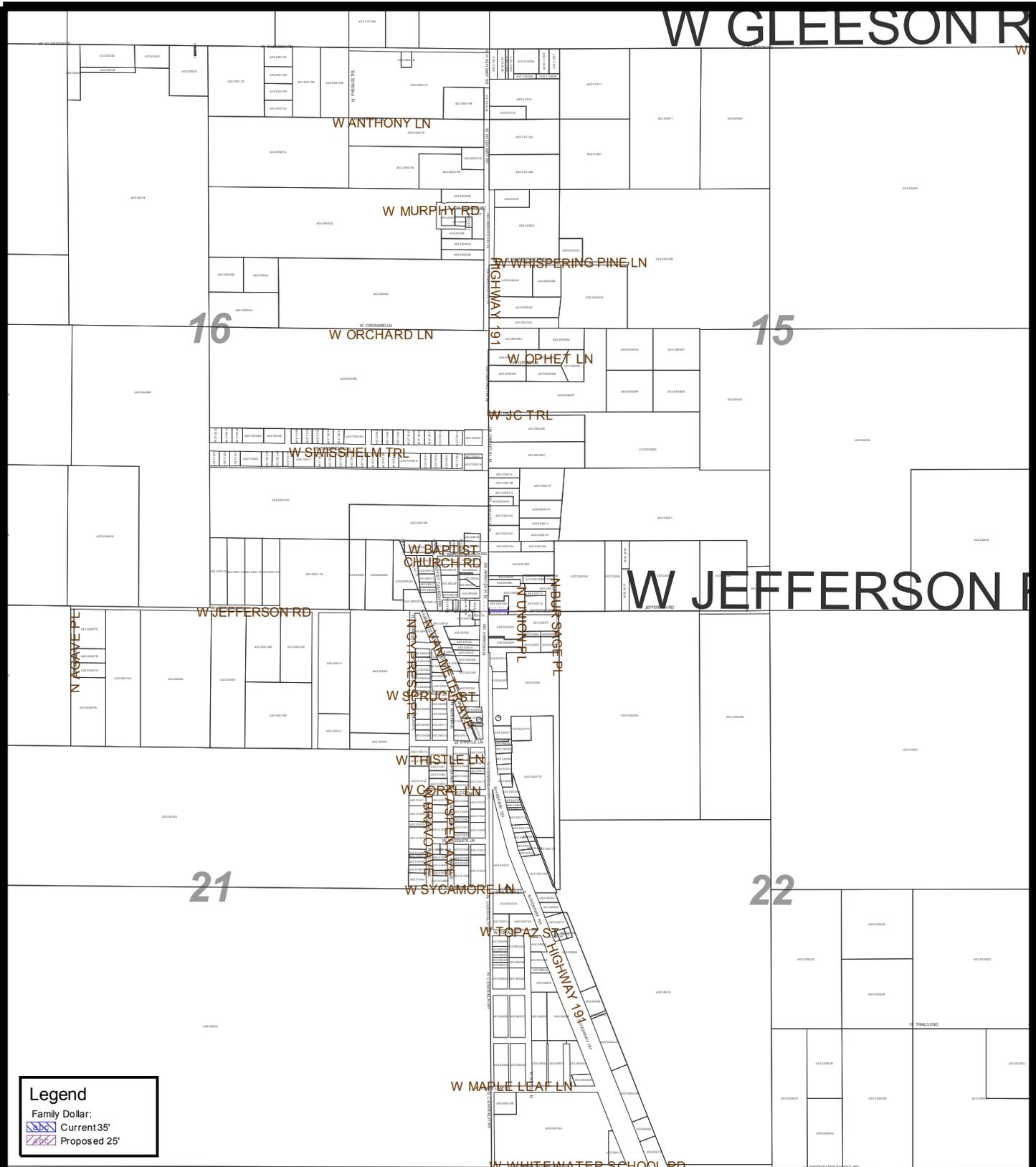
Notice is hereby given that Tuesday, September 15, 2015 at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for Hearing on said Petition and all objections thereto, and all persons wishing to object to the action prayed for in the petition are directed to file with the Board, a statement in writing setting forth any objections, or opposition and to show cause why said petition should not be granted; and

That notice of said hearing be published in the Arizona Range News once (1) a week for two (2) consecutive weeks prior to the date of said hearing.

Dated this ___ day of _____, 2015.

Arlethe Rios, Clerk of the Board

Pat Call, Chairman
Board of Supervisors
Cochise County, State of Arizona



Legend

Family Dollar:
 Current 35'
 Proposed 25'



Location Map
 Jefferson Road
 Section 15
 Township 20
 Range 26

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




Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 08/25/2015

Docket Z-15-05 (Preble) - A request to Amend the Zoning of Parcel 107-68-050A to R-18 from R-36

Submitted By: Peter Gardner, Community Development**Department:** Community Development **Division:** Planning & Zoning**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Peter Gardner **TITLE of PRESENTER:** Planner I**Docket Number (If applicable):** Z-15-05 (Preble)**Mandated Function?:** Not Mandated **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve Zoning Ordinance 15-06 approving Docket Z-15-05, amending the zoning district designation for parcel 107-68-050A to R-18 from R-36, pursuant to the request of Ms. Kristin Preble.

Background:

APPLICATION FOR A REZONING The Applicant has requested a rezoning from R-36 (Residential; minimum lot size 36,000-square feet) to R-18 (Residential; minimum lot size 18,000-square feet). The subject parcel is approximately 21,750-square feet in size, and is non-conforming regarding the minimum lot size required in the R-36 zoning districts. Rezoning to R-18 would reduce the minimum lot size, and therefore would render the parcel conforming and would permit replacement of the existing home at a later date. The subject parcel, 107-68-050A, is located at 4409 E. Camino Segundo in Sierra Vista. The Applicant is Kristin Preble. I. PLANNING AND ZONING COMMISSION On Wednesday, August 12, 2015, the Planning and Zoning Commission voted 7-0, with one abstention, to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff, with a modification to Condition #3, clarifying that only the access portion of the easement is to be abandoned. No objections were received from any member of the Public. II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES Parcel Size: 21,746 square feet (0.50 acres) Current Zoning: R-36 (Residential, one dwelling per 36,000 square-feet) Proposed Zoning: R-18 (Residential, one dwelling per 18,000 square feet) Growth Area: B - Community Growth Area Comprehensive Plan Designation: Neighborhood Conservation Area Plan: None Existing Uses: Vacant Proposed Uses: Residence Zoning/Use of Surrounding Properties Relation to Subject Parcel Zoning District Use of Property North R-36 Single Family Residences South /R-36 Single Family Residences East County Maintained Road/R-36 S. Santa Lucia Avenue/Single Family Residences West R-36 Single Family Residences Above: Location map. III. PARCEL HISTORY 1995 – Variance BA1-95-07 approved to permit replacement of both homes on parent parcel (Two dwellings on 43,560-square feet of TR-36) 1997– Rezoning Z-97-12 from R-36 to R-18 denied. 1998 – Parent parcel split into -050A & -050B in contravention of Zoning. 2015 – Existing mobile home removed. IV. NATURE OF REQUEST The Applicant inherited the property as-is and now wishes to replace the previously removed mobile home with a new manufactured home. Since the property is non-conforming, and Staff may not issue building permits save for fencing and minor repairs, lenders will not finance the parcel since the home cannot be rebuilt if it is destroyed. V. ANALYSIS OF IMPACTS Mandatory Compliance The subject property lies within a Category B–Community Growth Area. Section 402 of the Zoning Regulations allows owners of property lying within this Plan Designation to request a rezoning to R-18. Compliance with Rezoning Criteria Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request, which, as submitted, complies with eight of the applicable factors. With the recommended conditions the request complies with all of the applicable factors. 1. Provides an Adequate Land Use/Concept Plan: Not applicable The request is to permit the replacement of a previously permitted manufactured home in the same, compliant location. 2. Compliance with the Applicable Site Development Standards: Complies The property meets

all site development standards in the R-18 zoning district. View of the existing foundation. 3. Adjacent Districts Remain Capable of Development: Complies The proposed rezoning would not affect the development prospects of any neighboring property. All surrounding properties are currently developed. 4. Limitation on Creation of Nonconforming Uses: Complies The proposal would not create any non-conforming land uses. 5. Compatibility with Existing Development: Complies The area is characterized by dense residential development. There are several other similar parcels in the surrounding blocks that have been split and have single family homes on them. These parcels were split prior to the adoption of zoning in 1975, and are therefore legal non-conforming, with reduced site development standards. 6. Rezoning to More Intense Districts: Complies While small, isolated rezonings to more intense districts are generally discouraged, the fact that the parcel and the surrounding area are completely developed precludes this rezoning from harming the neighboring properties. The current development is not proposed to be enlarged, which also will not cause harm to the adjoining parcels. 7. Adequate Services and Infrastructure: Complies The site is currently developed and served by all necessary infrastructure. 8. Traffic Circulation Criteria: Complies (Subject to Condition 3) No new construction is proposed, nor would an additional residence be permitted if the rezoning request is approved. The neighbor to the south has requested that the current access easement across his property be abandoned, and the subject parcel take access from Santa Lucia rather than Camino Segundo. 9. Development Along Major Streets: Complies (Subject to Condition 3) While E. Camino Segundo is classified as a Collector Road, S. Santa Lucia Ave. is a Local Road, and therefore better suited for residential access. 10. Infill: Not Applicable This Factor applies only for rezoning requests to GB, LI or HI. 11. Unique Topographic Features: Complies There are no exceptional topographic features warranting consideration on or near the site. 12. Water Conservation: Does not apply at this time. The property is within the Sierra Vista Sub-watershed, but is currently developed and no new construction is proposed. If the rezoning is approved and the home is replaced in the future, all appropriate water conservation measures required by the zoning regulations will apply. View of the home to the south, the driveway easement, and the north home site. 13. Public Input: Complies The Applicant completed the required Citizen Review process and received one phone inquiry regarding the location of the subject parcel. Staff posted the property on July 28, 2015, and published a legal notice in the Bisbee Observer on July 16, 2015. The Department also mailed notices to property owners within 1,000-feet of the site. To date, staff has received one statement with concerns about the request, which is attached. 14. Hazardous Materials: Not Applicable No hazardous materials are proposed as part of the future residential development plan. 15. Compliance with Area Plan: Not Applicable The subject property does not lie within the bounds of an approved Area Plan. VI. MODIFICATIONS TO DEVELOPMENT STANDARDS None required or requested. A view of the site looking west from S. Santa Lucia Ave. VII. PUBLIC COMMENT The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on July 28, 2015 and published a legal notice in the Bisbee Observer on July 16, 2015. In response to applicant and County mailings, the Planning Department received one letter regarding the request, which is attached. VIII. SUMMARY AND CONCLUSION The request is to rezone a 0.5-acre parcel from R-36 to R-18 in the Sierra Vista Estates area located south of incorporated Sierra Vista. The rezoning is necessary in order for the Applicant to proceed with a sale of the property by rendering the property conforming and therefore rebuildable. Staff's recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval: Factors in Favor of Approval 1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and 2. Rezoning to R-18 for the purpose described would not change minimum site development standards requirements for any future construction. Factors Against Approval 1. One neighbor has expressed concerns in writing regarding the request. IX. RECOMMENDATION Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of Conditional Approval, subject to the following Conditions: 1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and 2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations. 3. The access portion of the easement across parcel 106-68-050B be abandoned, and a new access from S. Santa Lucia Avenue be established. X. ATTACHMENTS A. Application B. Site Plan C. Citizen Comment

Department's Next Steps (if approved):

Planning Staff will take a copy of the recorded ordinance to GIS to amend the County Zoning Maps to reflect the action.

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current R-36 zoning designation, and will remain non-conforming.

To BOS Staff: Document Disposition/Follow-Up:

After the Chair signs the Zoning Ordinance, Board Staff should send a recorded copy of the same to the Planning Department for our records.

Attachments

Staff Memo

Staff Memo Attachments

Exhibit A

Zoning Ordinance



Cochise County
Community Development
Planning, Zoning and Building Safety Division
Public Programs...Personal Service
www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board Of Supervisors
 VIA: James Vlahovich, County Administrator
 FROM: Peter Gardner, Planner I
 FOR: Mary Gomez, Interim Planning Director
 SUBJECT: Docket Z-15-05 (Preble)
 DATE: June 25, 2015 for the July 25, 2015 Meeting

APPLICATION FOR A REZONING

The Applicant has requested a rezoning from R-36 (Residential; minimum lot size 36,000-square feet) to R-18 (Residential; minimum lot size 18,000-square feet). The subject parcel is approximately 21,750-square feet in size, and is non-conforming regarding the minimum lot size required in the R-36 zoning districts. Rezoning to R-18 would reduce the minimum lot size, and therefore would render the parcel conforming and would permit replacement of the existing home at a later date. The subject parcel, 107-68-050A, is located at 4409 E. Camino Segundo in Sierra Vista. The Applicant is Kristin Preble.

I. PLANNING AND ZONING COMMISSION

On Wednesday, August 12, 2015, the Planning and Zoning Commission voted 7-0, with one abstention, to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff, with a modification to Condition #3, clarifying that only the access portion of the easement is to be abandoned. No objections were received from any member of the Public.

II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 21,746 square feet (0.50 acres)
 Current Zoning: R-36 (Residential, one dwelling per 36,000 square-feet)
 Proposed Zoning: R-18 (Residential, one dwelling per 18,000 square feet)
 Growth Area: B - Community Growth Area
 Comprehensive Plan Designation: Neighborhood Conservation

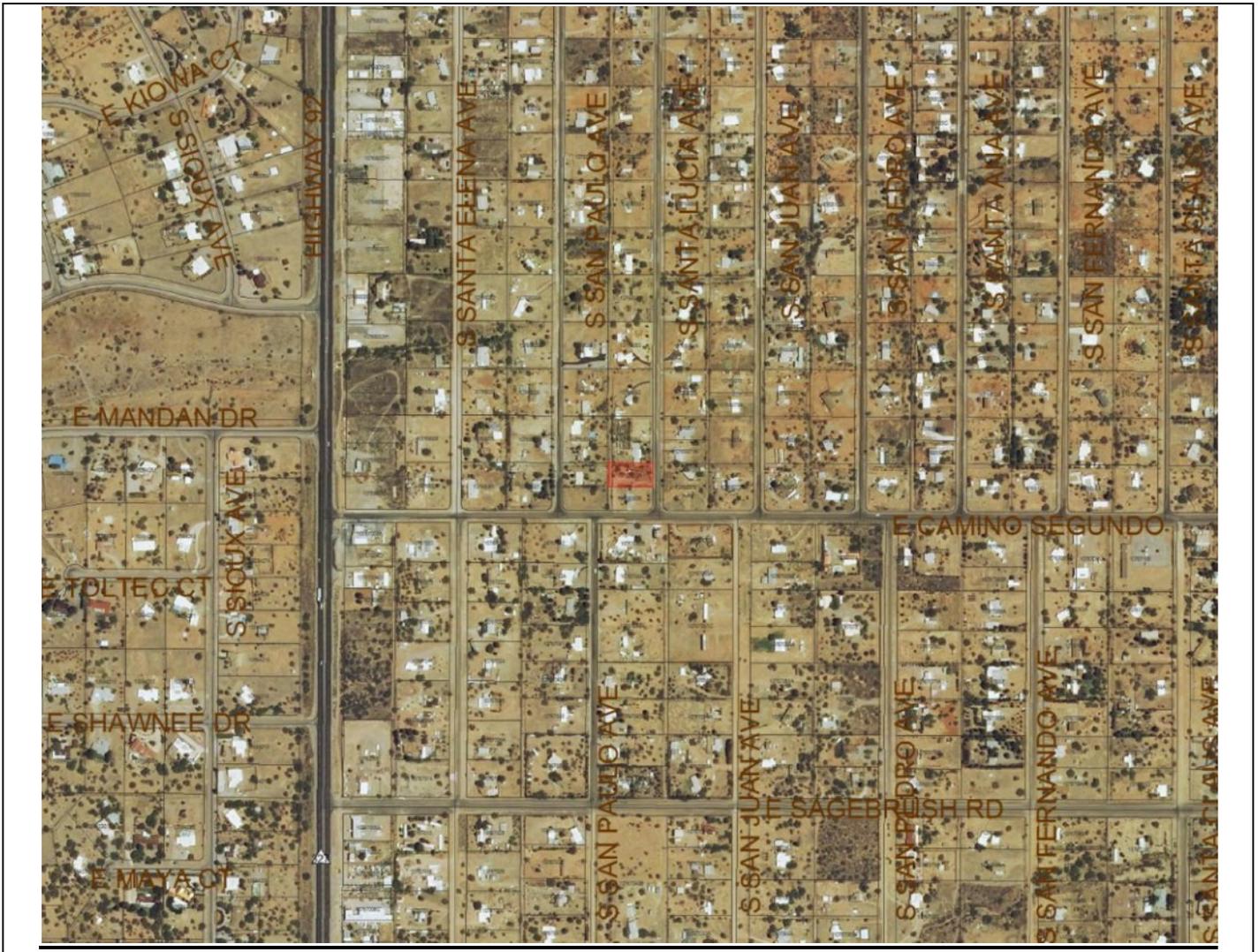
Planning, Zoning and Building Safety
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 1-877-777-7958
planningandzoning@cochise.az.gov

Highway and Floodplain
 1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9337 fax
 1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Area Plan: None
Existing Uses: Vacant
Proposed Uses: Residence

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36	Single Family Residences
South	/R-36	Single Family Residences
East	County Maintained Road/R-36	S. Santa Lucia Avenue/Single Family Residences
West	R-36	Single Family Residences



Above: Location map.

III. PARCEL HISTORY

1995 – Variance BA1-95-07 approved to permit replacement of both homes on parent parcel (Two dwellings on 43,560-square feet of TR-36)

1997– Rezoning Z-97-12 from R-36 to R-18 denied.

1998 – Parent parcel split into -050A & -050B in contravention of Zoning.

2015 – Existing mobile home removed.

IV. NATURE OF REQUEST

The Applicant inherited the property as-is and now wishes to replace the previously removed mobile home with a new manufactured home. Since the property is non-conforming, and Staff may not issue building permits save for fencing and minor repairs, lenders will not finance the parcel since the home cannot be rebuilt if it is destroyed.

V. ANALYSIS OF IMPACTS

Mandatory Compliance

The subject property lies within a Category B–Community Growth Area. Section 402 of the Zoning Regulations allows owners of property lying within this Plan Designation to request a rezoning to R-18.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen (15) criteria used to evaluate rezoning requests. Ten of the criteria are applicable to this request, which, as submitted, complies with eight of the applicable factors. With the recommended conditions the request complies with all of the applicable factors.

1. Provides an Adequate Land Use/Concept Plan: Not applicable

The request is to permit the replacement of a previously permitted manufactured home in the same, compliant location.

2. Compliance with the Applicable Site Development Standards: Complies

The property meets all site development standards in the R-18 zoning district.



View of the existing foundation.

3. Adjacent Districts Remain Capable of Development: Complies

The proposed rezoning would not affect the development prospects of any neighboring property. All surrounding properties are currently developed.

4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

The area is characterized by dense residential development. There are several other similar parcels in the surrounding blocks that have been split and have single family homes on them. These parcels were split prior to the adoption of zoning in 1975, and are therefore legal non-conforming, with reduced site development standards.

6. Rezoning to More Intense Districts: Complies

While small, isolated rezonings to more intense districts are generally discouraged, the fact that the parcel and the surrounding area are completely developed precludes this rezoning from harming the neighboring properties. The current development is not proposed to be enlarged, which also will not cause harm to the adjoining parcels.

7. Adequate Services and Infrastructure: Complies

The site is currently developed and served by all necessary infrastructure.

8. Traffic Circulation Criteria: Complies (Subject to Condition 3)

No new construction is proposed, nor would an additional residence be permitted if the rezoning request is approved. The neighbor to the south has requested that the current access easement across his property be abandoned, and the subject parcel take access from Santa Lucia rather than Camino Segundo.

9. Development Along Major Streets: Complies (Subject to Condition 3)

While E. Camino Segundo is classified as a Collector Road, S. Santa Lucia Ave. is a Local Road, and therefore better suited for residential access.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to GB, LI or HI.

11. Unique Topographic Features: Complies

There are no exceptional topographic features warranting consideration on or near the site.

12. Water Conservation: Does not apply at this time.

The property is within the Sierra Vista Sub-watershed, but is currently developed and no new construction is proposed. If the rezoning is approved and the home is replaced in the future, all appropriate water conservation measures required by the zoning regulations will apply.



View of the home to the south, the driveway easement, and the north home site.

13. Public Input: Complies

The Applicant completed the required Citizen Review process and received one phone inquiry regarding the location of the subject parcel. Staff posted the property on July 28, 2015, and published a legal notice in the *Bisbee Observer* on July 16, 2015. The Department also mailed notices to property owners within 1,000-feet of the site. To date, staff has received one statement with concerns about the request, which is attached.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed as part of the future residential development plan.

15. Compliance with Area Plan: Not Applicable

The subject property does not lie within the bounds of an approved Area Plan.

VI. MODIFICATIONS TO DEVELOPMENT STANDARDS

None required or requested.



A view of the site looking west from S. Santa Lucia Ave.

VII. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on July 28, 2015 and published a legal notice in the *Bisbee Observer*

on July 16, 2015. In response to applicant and County mailings, the Planning Department received one letter regarding the request, which is attached.

VIII. SUMMARY AND CONCLUSION

The request is to rezone a 0.5-acre parcel from R-36 to R-18 in the Sierra Vista Estates area located south of incorporated Sierra Vista. The rezoning is necessary in order for the Applicant to proceed with a sale of the property by rendering the property conforming and therefore rebuildable. Staff's recommendation is based upon the above analysis, as well as the following Factors in Favor and Against approval:

Factors in Favor of Approval

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Rezoning to R-18 for the purpose described would not change minimum site development standards requirements for any future construction.

Factors Against Approval

1. One neighbor has expressed concerns in writing regarding the request.

IX. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of Conditional Approval, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. The access portion of the easement across parcel 106-68-050B be abandoned, and a new access from S. Santa Lucia Avenue be established.

X. ATTACHMENTS

- A. Application
- B. Site Plan
- C. Citizen Comment

9. Attach a proof of ownership for all property proposed for rezoning. Check which proof of ownership is attached:

- Copy of deed of ownership: N/A
- Copy of title report: N/A
- Copy of tax notice: (P)
- Other, list: N/A

10. Will approval of the rezoning result in more than one zoning district on any tax parcel?

- Yes _____ No (P)

11. If property is a new split, or the rezoning request results in more than one zoning district on any tax parcel then a copy of a survey and associated legal description stamped by a surveyor or engineer licensed by the State of Arizona must be attached.

12. Is more than one parcel contained within the area to be rezoned? Yes _____ No (P)

- If yes and more than one property owner is involved, have all property owners sign the attached consent signature form.

13. Indicate existing Zoning District for Property: R-30

14. Indicate proposed Zoning District for Property: R-18

Note: A copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached. Review this criteria and supply all information that applies to your rezoning. Feel free to call the Planning Department with questions regarding what information is applicable.

15. Comprehensive Plan Category: B (A County planner can provide this information.)

16. Comprehensive Plan Designation or Community Plan: NC (A County planner can provide this information.)

Note: in some instances a Plan Amendment might be required before the rezoning can be processed. Reference the attached rezoning criteria, Section A.

17. Describe all structures already existing on the property: _____

ALL STRUCTURES ARE CURRENTLY BEING REMOVED FROM PROPERTY TO UPGRADE TO NEWER STRUCTURES.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: _____

I PLAN ON PUTTING A NEW MANUFACTURED HOME ON THE PROPERTY, UPGRAADING FROM A 1966 MOBILE HOME.

19. Are there any deed restrictions or private covenants in effect for this property?

- No (Y) Yes _____
- If yes, is the proposed zoning district compatible with all applicable deed restrictions/private covenants? Yes N/A No N/A
- Provide a copy of the applicable restrictions (these can be obtained from the Recorder's office using the recordation Docket number)

20. Which streets or easements will be used for traffic entering and exiting the property?

EASEMENT GIVEN TO 107-68-050A FROM 107-68-050B & POSSIBLE ENTRANCE FROM SANTA LUCIA. EASEMENT WAS GIVEN WHEN PROPERTY WAS SPLIT BY PREVIOUS OWNER & HAS BEEN BEING USED SINCE THE SPLIT.

21. What off-site improvements are proposed for streets or easements used by traffic that will be generated by this rezoning? NONE

22. How many driveway cuts do you propose to the streets or easements used by traffic that will be generated by this rezoning? NONE

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water		
Sewer/Septic	<u>2BDRM SYSTEM IN PLACE</u>	<u>PROPERTY HAS BEEN USED AS AN INVESTMENT SINCE I HAVE BEEN THE OWNER.</u>
Electricity		
Natural Gas	<u>ALL UTILITIES HAVE BEEN SET UP SINCE PREVIOUS</u>	
Telephone		
Fire Protection		

OWNER SPLIT PROPERTY.

24. This section provides an opportunity for you to explain the reasons why you consider the rezoning to be appropriate at this location. The attached copy of the criteria used to determine if there is a presumption in favor of or against this rezoning is attached for your reference (attach additional pages as needed).

I BOUGHT THIS PROPERTY YEARS AGO WITHOUT KNOWING THAT RE-ZONING AFTER A PROPERTY SPLIT HAD NOT BEEN COMPLETED. AFTER RECEIVING NOTICE OF A RE-ZONING OF THE OTHER HALF OF THE SPLIT PROPERTY, I TALKED WITH THE COUNTY AND FOUND THAT I ALSO NEEDED TO COMPLETE A RE-ZONING TO COMPLETE ANY IMPROVEMENTS AT MY PROPERTY. I AM REQUESTING THIS RE-ZONING SO I CAN IMPROVE MY PROPERTY BY PLACING A NEW MANUFACTURED HOME ON IT. THIS WILL IMPROVE MY PROPERTY, MAKING ME A PROUD PROPERTY OWNER. THE LOOKS AND VALUE WILL BE MUCH BETTER FOR THE NEIGHBORHOOD.

25. AFFIDAVIT

I, the undersigned, do hereby file with the Cochise County Planning Commission this petition for rezoning. I certify that, to the best of my knowledge, all the information submitted herein and in the attachments is correct. I hereby authorize the Cochise County Planning Department staff to enter the property herein described for the purpose of conducting a field visit.

Applicant's Signature: Keistin Ann Preble

Date: 7/8/15

Kristin Preble

**4905 Camino Del Norte
Sierra Vista AZ 85635
520-227-2923**

June 15, 2015

**Mr. and/or Mrs. Neighbor
Sierra Vista Estates
Sierra Vista AZ 85650**

Dear Neighbor...

I am writing this letter to inform you of the zoning change I am requesting from the County. I own and have owned my piece of property at 4409 Camino Segundo for some time and never knew that once I remove my old trailer I could not replace it with a newer one because the property is zoned TR-36.

I am requesting a re-zoning to TR-18. Once this re-zoning is completed, I will then be able to put a newer home on my property and improve the sight of it. If you have any questions, comments, or a reaction to my re-zoning request or my property, feel free to contact me using the above information.

Thank you for your time,



Kristin Preble



David Satterlee and Dianna Satterlee and Priscilla Wright
4401 E. Camino Segundo
Sierra Vista, AZ 85650

Peter Gardner, Planner I
Cochise County Planning Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

July 27, 2015

Public Comment on Special Use Docket Z-15-05 (Preble)

Thank you for the mailed written notice (postmarked July 21, 2015) of “a public hearing to be held at or after 4:00 p.m., on Wednesday, April 8, 2015.” We live in the adjacent site built house in the half-lot to the immediate south. The resolution of this matter will have multiple impacts on the developing character of this neighborhood and our use and enjoyment of our home.

Documents (including the Docket Hearing Notice, Development Review Team Transmittal Letter and the Preble neighbor letter) have factual, procedural and conceptual errors. I itemize and comment on some of these issues in **Appendix A: Corrections and clarifications to the Docket Hearing Notice and other notifications.**

I have provided a chronological account of events leading to the current situation, along with our opinions and comments in **Appendix B: Recent activities and contextual history of Lot -050 development.**

Traffic and access

Granting this application without modification would permit the construction of a new residence on property that currently has none. The owner has stated that she intends to install a newer trailer immediately behind our existing site built home.

Construction of a new residence would create additional traffic:

- Through the neighboring yard on the west side of 4401 E. Camino Segundo and onto E. Camino Segundo (a Major Street/Collector Road) at the point designated as “4409” –or–
- Onto a newly-constructed future entry cut from Santa Lucia Avenue, the only public road actually abutting the parcel.

In any event, the driveway easement across my lawn was recorded on 10/29/1999 and granted by Stephen Preble explicitly by name to “Kristin A. Preble, A single woman.” [Copy attached]

- I am not given to understand that this easement extends to unnamed and unlimited additional parties.
- Nor do I believe that I have an obligation to maintain this part of my lawn to a condition that is safe and serviceable for vehicular or pedestrian traffic.

I am also concerned about our liability for accidents that might occur to individuals while using this driveway without my knowledge, consent, or control. For instance, children might need to use this easement to access and cross E. Camino Segundo, a Primary Road, to catch their school bus.

Future impact

The application seems to provide only brief, vague and sometimes-ambiguous descriptions of land use and concept plans. Will more-detailed information be required for a building permit?

Because the property considered for rezoning is currently an empty lot, the proposed rezoning would establish the precedent of sanctioning the creation of a **new non-conforming land use**.

In our opinion, the trend in this neighborhood has been for “economy” and “investment” trailers to fall into disrepair and disuse while lots with site-built homes are better-maintained by their owner-occupants as primary residences. It is our belief that it is not in the interests of responsible area homeowners to see an increase in the density of small rental investment housing (even when they may be described as an “upgrade” from a preceding trailer).

Future compliance

In the past, Lot -050/A/B appears to have suffered from indifference to, ignorance of, or deliberate circumvention of the usual obligations needed to comply with the spirit and letter of community regulation. We do not have confidence that the County can reliably expect compliance if granting further exceptions.

Public comment statement – our bottom line

I/WE **do not support** this rezoning application as it stands.

I/WE **could support** a rezoning application with the condition(s) that, before occupancy of any new dwelling constructed on -050A, the applicant would commit to:

- **Engage a licensed surveyor** to establish, mark, certify and record the results of the previous illegal split of -050 to A/B.
- Provide and record a water line **access/maintenance easement** for all current and future owners and occupants of 107-68-050B along the path (including ten feet on each side) of the water line serving that plot.
- Create a **new vehicle/driveway access point** on Santa Lucia Avenue. [This would modify item 22 in the rezoning application.]
- Quit (and record) all claims to the **driveway access easement** granted by Stephen J. Preble to Kristin A. Preble as recorded on 10/29/1999. [This would modify item 20 in the rezoning application.]
- Install a **permitted site built home (as previously approved on 10/24/1995 in Variance BA1-95-07)** or install a **permitted new manufactured home on a permanent foundation**.

(Note that, in the rezoning application, item 24, a new manufactured home is proposed.)

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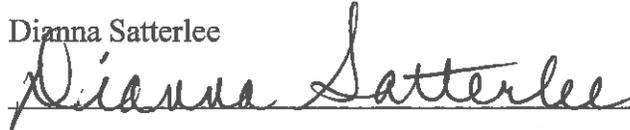
(Note that the existing septic system at -050A is permitted for only a two-bedroom residence.)

- Install an opaque privacy fence with a minimum 6' height on the lot line shared with -050B; and extending laterally at least twelve feet beyond the east and west ends of our home.

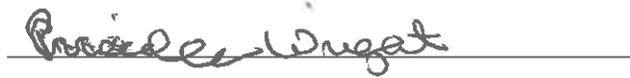
David Satterlee



Dianna Satterlee



Priscilla Wright



Tax Parcel Number: 107-68-050B

DavidWSatterlee@gmail.com

520-508-3555

Appendix A
Corrections and clarifications to the Docket Hearing Notice
and other notifications

Rezoning Application

The application includes a “letter to neighbors” exhibit dated June 15, 2015. **We did not receive** a copy of this letter.

The application pleads ignorance of the consequences of splitting lots. However, it appears that the Prebles in Sierra Vista regularly engage in property development, management and sales. It also appears that Kristin Preble personally initiated the illegal split of -050 in the first place.

Site-posted Docket Notice

As of July 27, 2015, I have **not been able to find** any physical signage advising the community of the upcoming Docket Hearing.

Mailed Docket Notice

The Docket Notice **hearing date appears to be in error**. I noted a variant public announcement in the *Bisbee Observer* that a hearing for the same Docket ID is scheduled on or after 4:00 p.m. on Wednesday, August 12, 2015. We look forward to attending at that time.

Also, the Docket Notice said that Rezoning to R18 would “permit replacement of the existing home at a later date.” For what it’s worth, **there is no existing home**. The unoccupied trailer has previously been removed and the lot partially cleared.

Further, the notice stated, “The subject parcel, 107-68-050A, is **located at 4409 E. Camino Segundo** in Sierra Vista.” This is not strictly accurate. Access to the north half-lot currently requires traversing a private easement through the yard of parcel 107-68-050B at 4401 E. Camino Segundo. The address “4409” was probably invented for the convenience of delivery agents. The parcel actually abuts Santa Lucia Avenue only, but without a developed entry cut.

Development Review Team Transmittal Letter

The Development Review Team Transmittal Letter describes the site as “S. Santa Lucia Avenue and E. Camino Segundo.” The plot under consideration is **not now part of a corner lot and does not face on E. Camino Segundo** at any point.

The Transmittal Letter also notes that “The subject parcel, APN 107-68-050A, is located at **4401 E Camino Segundo**.” Later, the address is again incorrectly shown as 4401 E. Camino Segundo. Actually, my adjacent parcel is at that address.

I assume that, because there is no entry to -050A from Santa Lucia Avenue at this time, delivery agents have assigned the address **4409 E. Camino Segundo**. This may be the approximate attachment point of the driveway easement through our yard that is currently the only vehicular access to -050A. Others have consistently used this “4409” address as well.

Appendix B

Recent activities and contextual history of Lot -050 development

Recently

Late May, 2015 – Kristin Preble and a companion visited -050A. I introduced myself and had two conversations with her. Kristin told me that:

- her companion had occupied the trailer for about seven years but that it had been vacant for the last several years.
- she intended to dismantle the trailer and have the frame towed away.
- she intended to replace it with another trailer that would be rented out as part of a new investment enterprise.
- the replacement trailer would be close to the back of my house, but that she would try to minimize noise, activity and loss of privacy by selecting a unit with fewer windows facing in our direction.
- since the two dwellings would be so close, she was considering building a tall fence to provide for mutual privacy. (Kristin amended “or share the cost” the next time she mentioned the price of such fencing as being about \$50 per 8-foot section.)
- she hoped to acquire additional lots to the north along Santa Lucia Avenue and add them to a cluster of mobile home rentals. (The next two lots appear to be unoccupied; probably a ripe opportunity.) My wife, Dianna, participated in this conversation and remembers that Kristin also said that she wanted to put multiple rental trailers on each lot.
- she was considering using the graveled drive through the west side of 4401 E. Camino Segundo to provide additional access to the rear of those lots. I only blinked and did not consent or object in response to this revelation.

6/11/2015 – A heavy Cochise County truck delivered a large open-top waste disposal container. [Picture available] Ms. Preble directed the dismantling of the single-wide trailer. [Video available] Part of the waste was loaded into a large, white, closed trailer. Subsequently, the steel frame of the trailer was removed, leaving little but brush and the remains of rock-and-mortar walls. [Picture available]

Contextual history of lot 050 [050A/050B]

- 10/24/1995 – Variance BA1-95-07 approved to permit Stephen and Kathleen Preble to **replace both homes** on parent parcel (Two dwellings on 43,560-square feet of TR-36) [Copy available]

[Specifically, the variance notice stated, “You can now replace the two mobile homes with site built houses, each being 26’ X 60’ in size as shown on your site plan.” It appears that, after 20 years, the owner plans to replace the -050A mobile home **with another mobile home, not the site built house proposed and approved in this variance.**]

[In any event, substantial construction, allowed by this variance, was not initiated within

12 months of the date of approval. Per 2103.02 Variances, the Board of Adjustment is directed to **consider their decision for revocation**. This foundational variance should probably **not be considered as valid** and active for the purpose of initiating new construction.]

- 1995 – Permit issued to replace mobile home on [south half (later -050B)] with a site built home. I have been told that this home was constructed “in the mid-1990s” by the Preble sibling’s father.
- 5/9/1997 – Lot -050 was sold [FEE #970511827] by Kathleen Preble to Stephen Preble. [History Inquiry dated 9/10/2003 – Copy available]
- 11/3/1997 – Docket Z-97-12, Steven Preble’s **application for rezoning** Lot -050 from TR-36 to TR-18 **was denied**.
- 12/30/1997 – Steven Preble granted a Quit Claim Deed for “The North ½ of Lot 50” to Kristin Preble.
- 1/20/1998 – The above Quit Claim Deed was recorded with the notation to mail to Kristin Preble when recorded. **On this same day**, the property was **illegally split** (presumably by Kristin). (Cancel 107-68-050; New 107-68-050A; Split 107-68-050B) [History Inquiry dated 9/10/2003 – Copy available]

I have not found any evidence that a surveyor was engaged to provide documentation during the above application for rezoning or during execution of this split.

- 2/18/1998 – Parcel 107-68-050 was deleted.
- October 28, 1999 – Stephen Preble sold “The south half of lot 50” to Bloomgarden Trust (as is/in its current state). **NOTE:** The Warranty Deed for this sale appears to **incorrectly record** this property as “Tax Code 107-68-050A.” (The south half is designated in tax records as -050B. I was assured by Lisa E. in the Assessor’s office that this is an inconsequential error.) [Warranty Deed, dated October 28, 1999, Recorded October 29, 1999; Hour 4, Fee # 991032785 – Copy available]

On this same day, Stephen Preble granted to Kristin Preble “an easement for a driveway over the west 20 feet of the south half of lot 50.”

[Easement, dated October 28, 1999, Recorded October 29, 1999; Hour 4, Fee # 991032784 – Copy available]

- 9/10/2003 – Amelia Byrd (Staff) filed a **zoning complaint form** noting the previous rezoning denial and the illegal split. Ms. Byrd also noted that, at that time, Lot 050 contained 2 SFR built under Variance BA1-95-07.

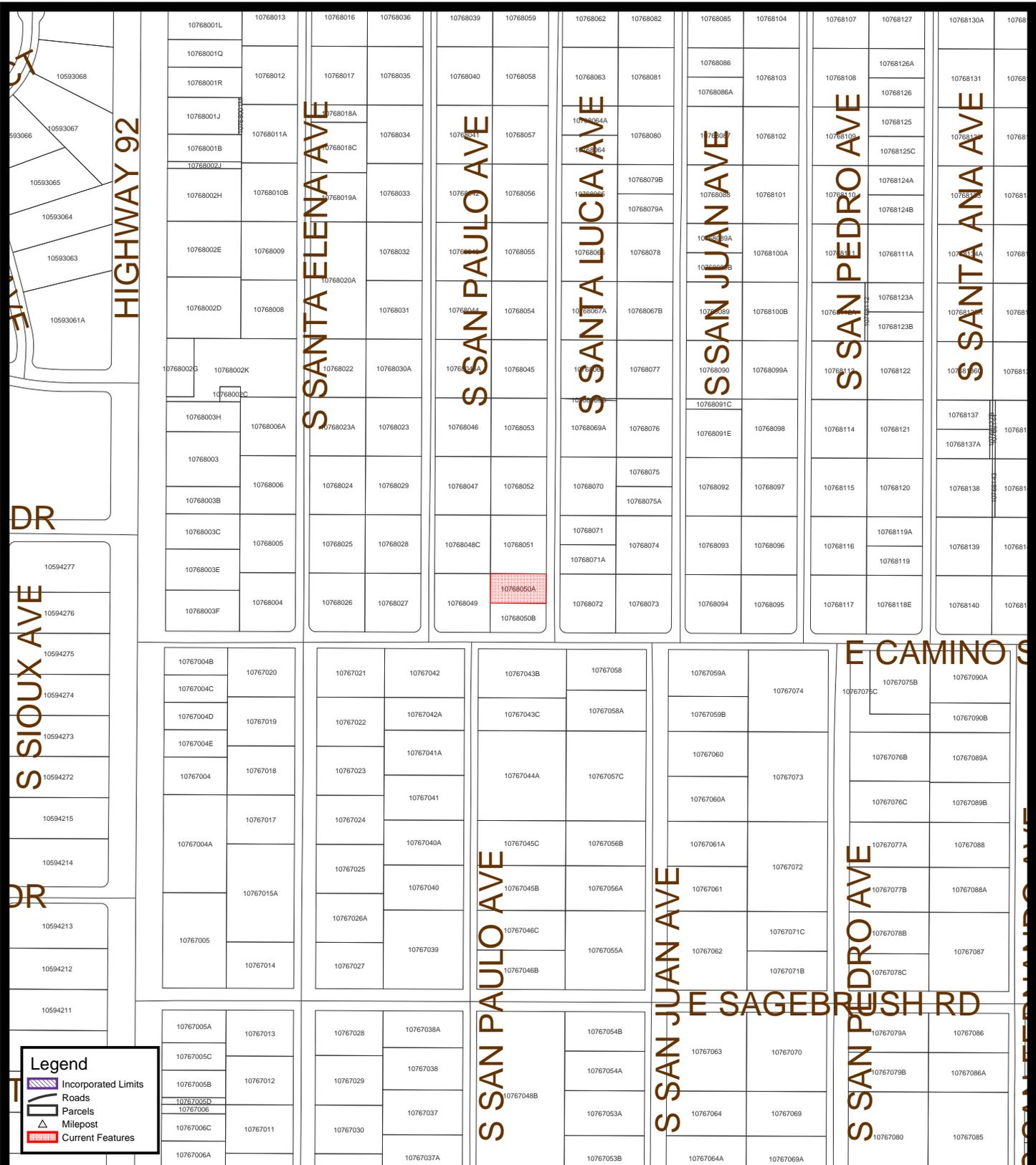
[Copy of complaint available]

James Vlahovich recommended that a home occupation request for 4401 E. Camino Segundo (-050B) be processed and granted to Charles Miller dba EspressoMan (9/22/2003). [Copy available]

- 12/2/2014 – The Board adopted Zoning Ordinance 14-11 approving Docket Z-14-07, amending the zoning district designation for parcel 107-68-050B to R-18 from R-36, pursuant to the request of Bloomgarden Living Trust. This allowed the existing site built home on that parcel to be sold and re-occupied.
- 4/27/2015 – Parcel 107-68-050B purchased and occupied by David Satterlee (with Dianna Satterlee) and Priscilla Wright as their joint primary residence.

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Z-15-05 (Preble)
Exhibit A

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

A north arrow pointing upwards and a graphic scale bar showing 0 feet to 500 feet.

ZONING ORDINANCE 15-___

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36
TO R-18, PURSUANT TO THE APPLICATION OF KRISTIN PREBLE**

WHEREAS, A.R.S. § 11-814 allows property owners or their authorized agent to request amendments to the Zoning District boundaries through the Board of Supervisors in a public hearing; and

WHEREAS, the Cochise County Board of Supervisors recognizes that zoning amendments can affect land use patterns and therefore warrant careful consideration of local and regional impacts at a public hearing; and

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant Kristin Preble; and

WHEREAS, the Planning and Zoning Commission conditionally approved the request for a change in the Zoning District boundaries with no objection from the public; and

WHEREAS, the requested zoning district represents a correction of a non-compliance created by a previous owner; and

WHEREAS, the requested zoning will not alter the existing pattern of development in the neighborhood and is harmonious with the surrounding zoning districts; and

WHEREAS, the Cochise County Board of Supervisors promotes effective, early and continuous public participation by citizens; and

WHEREAS, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Zoning District Boundaries shall be amended as follows:

The zoning classifications for Tax Parcel 107-68-050A, as shown on the map attached to this Resolution as Exhibit A, are changed from R-36 to R-18. The property is located south of Sierra Vista, AZ. The property is further described as being in Section 31 of Township 22 South, Range 21 East of the G&SRB&M in Cochise

ZONING ORDINANCE 15-__

Re: Amending Certain Zoning District Boundaries From R-36 to R-18, Pursuant To The Application Of Kristin Preble

Page 2

County, Arizona. The Board of Supervisors approves Docket Z-15-05 subject to the following condition of approval:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations.
3. The access portion of the easement across parcel 106-68-050B be abandoned, and a new access from S. Santa Lucia Avenue be established.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 25th day of August, 2015.

Pat Call, Chairman
Board of Supervisors

ATTEST:

Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt Hanson,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015
Approve FY 2016 Victims' Rights Program (VRP) Award Agreement A.G.#: 2016-002

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. Title 13, Ch. 40 & Title 8, Ch. 3, Article 7

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 the Victims' Rights Program (VRP) Award Agreement, A.G. 2016-002, in the amount of \$32,190 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2015 to June 30, 2016.

Background:

The award amount of \$32,190 is to be used by the Cochise County Attorney's Victim Witness Program to provide funding for one full-time Administrative Aide responsible for victim notification on all criminal cases. Fiscal Impact & Funding Sources: Attorney General's Victim Rights Program, funds deposited into Fund 126.

Department's Next Steps (if approved):

Submit signed grants to grant source for funding.

Impact of NOT Approving/Alternatives:

If not funded, the County general fund would have to absorb this position as it is a mandated service.

To BOS Staff: Document Disposition/Follow-Up:

Advise CAO upon Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

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: 2015-2016

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

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

County Match Required? (\$\$\$): -0-

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Attachments

Cochise County Grant Approval Form - VRP 2016
2016 VRP Award Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____ Department/Division: _____

Date Prepared: _____ Telephone: _____

Grantor: _____ Grant Title: _____

Grant Term From: _____ To: _____

Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.

New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

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

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

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

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

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

a) Total A-87 cost allocation _____

b) Amount of overhead allowed by grant _____ County subsidy (a-b) _____

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

If yes, dollar amount \$ _____ OR percentage allowed _____ %

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

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Resolution authorizing Cochise County Treasurer to collect and disburse the property taxes for 2015

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Catherine L. Traywick **TITLE of PRESENTER:** Treasurer

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 42-18003

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 15-19 authorizing Cochise County Treasurer to collect and disburse the property taxes for 2015.

Background:

Pursuant to A.R.S. 42-18003 the attached resolution allows for the collection of 2015 property taxes by the County Treasurer.

Department's Next Steps (if approved):

Cochise County Treasurer's office will collect and disburse 2015 property taxes.

Impact of NOT Approving/Alternatives:

Pursuant to A.R.S. 42-18003, which states "On completing the assessment and tax roll, the county board of supervisors shall adopt a resolution for the collection of taxes by the county treasurer as provided by law from the persons who are listed in the roll. The county treasurer is thereafter responsible for collecting the totals of all taxes levied on the roll".

To BOS Staff: Document Disposition/Follow-Up:

Please send signed copy to Treasurer's Office, Thank you.

Budget Information

Information about available funds

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

Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Impact & Funding Sources (if known):

Cochise County Treasurer's office will collect and disburse 2015 property taxes

Attachments

Resolution

RESOLUTION 15-___

**AUTHORIZING THE COCHISE COUNTY TREASURER TO COLLECT
AND DISBURSE THE PROPERTY TAXES FOR 2015**

WHEREAS, the Tax Roll and Cross-index for the 2015 property taxes have been prepared in the manner required by law and have been previously delivered to the Cochise County Treasurer; and

WHEREAS, the Board of Supervisors has established the applicable tax rates and tax levies by formal action taken on August 17, 2015, in the manner required by law; and

WHEREAS, upon the completion of the property assessments and tax roll, the Board of Supervisors is required by A.R.S. § 42-18003 to adopt a resolution for the collection of the taxes by the Treasurer, in the manner required by law; and

WHEREAS, the subject 2015 Tax Roll, a voluminous document previously physically delivered to the Treasurer, is hereby incorporated by reference to this Resolution,

IT IS HEREBY RESOLVED that the Cochise County Treasurer is hereby directed and authorized to collect the property taxes as indicated on the 2015 Tax Roll and to perform all other actions necessary for the proper receipt and disbursement of these funds.

PASSED, APPROVED AND ADOPTED by the Cochise County Board of Supervisors,
_____ day of _____, 2015.

Patrick Call, Chairperson
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Demands

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

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

Elections and Special Districts

Meeting Date: 08/25/2015

Approve Appointment of Republican Precinct committee persons

Submitted By: Martha Rodriguez, Elections & Special Districts

Department: Elections & Special Districts

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

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

NAME of PRESENTER: n/a **TITLE of PRESENTER:** n/a

Docket Number (If applicable): n/a

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-821

Information

Agenda Item Text:

Approve the appointment of the following persons as Precinct Committeemen for the Republican Party: Jeffery R. Long, Precinct # 15 Hereford; Douglas J. Behnke, Precinct #41 SV Village Meadows; Julia Stone, Precinct #29 SV Carmelita; Elizabeth Gayle Tullis, Precinct #43 SV Yaqui; James Symolon, Precinct #05 BI Don Luis; George Gaun, Precinct #40 SV Town & Country.

Background:

Requested by Cochise County Republican Party Chair and verified as eligible by Cochise County Elections Department (see attached forms).

Department's Next Steps (if approved):

Create file for each Precinct Committeeman approved and update list/post on website; send copy to Party Chair.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS to send letters to those approved, with copies to Elections and to Cochise County Republican Party Chair.

Attachments

Committee Person Request

Committee Person Approval



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

August 5, 2015

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

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2015 AUG 10 A 11:35

Supervisors,

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

OK ✓ Jeffery R Long
5468 Brickey
Hereford, AZ 85615 Precinct # 15 Hereford

OK Douglas J Behnke
1420 Camino Rancho
Sierra Vista, AZ 85635 Precinct # 41 SV Village Meadows

OK ✓ Julia Stone *1296 ACHELA DR*
~~3609 Trevino Drive~~ *29 SV CARMELITA*
Sierra Vista, AZ 85650 Precinct # ~~32 SV Country Club~~

OK Elizabeth Gayle Tullis
3029 E Pawnee Drive
Sierra Vista, AZ 85650 Precinct # 43 SV Yaqui

OK George Gaun
1030 Canterbury Drive
Sierra Vista, AZ 85635 Precinct # 40 SV Town & Country

→ BACK

OK

James Symolon
11 Cochise Lane
Bisbee, AZ 85603

Precinct # 05 BI Don Luis

Regards,

A handwritten signature in cursive script that reads "Casey Jones". The signature is written in dark ink and is positioned above a horizontal line.

Casey Jones
Chairman, Cochise County Republican Committee
520-249-34487
luego@mac.com



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: JAMES SYMOLON

ADDRESS: 11 COCHISE LANE, PO BOX 4151

BISBEE, AZ 85603

PARTY: REP

PRECINCT: 05 BI DON LUIS

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Jeffery R. Long

ADDRESS: 5468 E. Brickley Dr.

Hereford, AZ 85615-9516

PARTY: Rep

PRECINCT: 15 Hereford

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 8

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 4

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha S. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Julia M. Stone

ADDRESS: 1296 Acacia Dr.

Sierra Vista, AZ 85635

PARTY: Rep

PRECINCT: 29 SV Carmelita

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 4

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 3

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: GEORGE GAUN

ADDRESS: 1030 CANTERBURY DRIVE

SIERRA VISTA, AZ 85635

PARTY: REP

PRECINCT: 4D SV TOWN + COUNTRY

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 5

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha L. Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: DOUGLAS J BEHNKE

ADDRESS: 1420 CAMINO RANCHO

SIERRA VISTA, AZ 85635

PARTY: REP

PRECINCT: 41 SV VILLAGE MEADOWS

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 9

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS : 8

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha Rodriguez



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: ELIZABETH G. TULLIS

ADDRESS: 3029 E. PAWNEE DRIVE

SIERRA VISTA, AZ 85650

PARTY: REP

PRECINCT: 43 SV YAQUI

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 10

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 5

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 8-12-2015

BY: Martha S. Rodriguez

Regular Board of Supervisors Meeting

Meeting Date: 08/25/2015

Approve the new Integrated IGA#: ADHS15-094960, Healthy People Healthy Communities, between the ADHS and CHSS

Submitted By: Mary Gomez, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: None

TITLE of PRESENTER: N/A

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 the Integrated IGA#: ADHS15-094960, Healthy People Healthy Communities, between the Arizona Department of Health Services and Cochise Health & Social Services, for the period of 07/01/2015 to 6/30/2020, first year in the amount of \$422,670.

Background:

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately. In order to best implement the goals of the Arizona State Health Improvement Plan (AzHIP), ADHS has developed a process to align strategies and improve integration of public health prevention programs. Multiple Bureaus within ADHS have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness. Implementation of this IGA will be completed in three phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant (Accreditation activities) and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health and will begin in January 2016. All three phases will be operational and fully implemented in years two through five with annual start dates of July 1st.

Department's Next Steps (if approved):

Your approvals are respectfully requested so that we can continue with programs already in place.

Impact of NOT Approving/Alternatives:

Not approving this amendment would result in the termination of all CHSS contracts to provide the services described above to improve the health of Cochise County residents.

To BOS Staff: Document Disposition/Follow-Up:

Please send fully executed agreement to Mary Gomez at CHSS

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: FYE 2016

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

Ongoing Costs? (\$\$\$): 272,145

County Match Required? (\$\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 85,208

Source of Funding?: State

Fiscal Impact & Funding Sources (if known):

This is a grant-funded fixed-price program through the Arizona Department of Health Services in the amount of \$422,670 for Phases I and II only. The ADHS allowable indirect rate for this program is 15% versus the county A-87 rate of 46.31%. The result is a net County subsidy of \$85,208 for Phases I and II only: Personnel / EREs: \$272,145 A-87 OH Rate @ 46.31% \$126,030 Authorized OH @ 15%: \$ 40,822 Net County Subsidy: \$ 85,208

Attachments

Integrated IGA

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 “Attachment” means any document attached to the Contract and incorporated into the Contract.
- 1.2 “ADHS” means Arizona Department of Health Services.
- 1.3 “Budget Term” means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 “Change Order” means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 “Contract” means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 “Contract Amendment” means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 “Contractor” means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 “Cost Reimbursement” means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 “Days” means calendar days unless otherwise specified.
- 1.10 “Fixed Price” establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.12 “Materials” unless otherwise stated herein, means all property, including but not limited to equipment, supplies, printing, insurance and leases of property.
- 1.13 “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 “Purchase Order” means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 “Services” means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
- 1.17 “State” means the State of Arizona and/or the ADHS. For purposes of this Contract, the term “State” shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	TERMS AND CONDITIONS

2. Contract Type.

This Contract shall be:

 X Fixed Price.

3. Contract Interpretation.

3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3. Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 3.3.1. Terms and Conditions;
- 3.3.2. Statement or Scope of Work;
- 3.3.3. Attachments;
- 3.3.4. Referenced Documents.

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

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

3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	TERMS AND CONDITIONS

- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.
- 4.4. Non-Discrimination. The Contractor 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.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
- 4.6.1. *Federal Funding*. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
- 4.6.2. *State Funding*. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
- 4.10.1. *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price Contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
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- 4.10.2. *Title and Rights to Materials.* As used in this section, the term “Materials” means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent, any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.
- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, “Material” means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. “Material” as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor’s involvement in other service activities that are not funded by the Agreement.
- 4.10.4. *Title and exclusive copyright* to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor’s right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor’s own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
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4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under Arizona Board of Regents (ABOR) Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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

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

5. Costs and Payments

5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net thirty (30) days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

5.2.1. *Unearned Advanced Funds*. Any unearned State funds that were advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2. *Contracted Services*. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3. *Refunds*. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	TERMS AND CONDITIONS

- 5.2.4. *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within forty-five (45) days of the determination of unacceptability.
- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4. Applicable Taxes.
- 5.4.1. *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 5.4.2. *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current Internal Revenue Service (I.R.S.) Form **W-9**, on file with the State of Arizona.
- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.
- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:
- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	TERMS AND CONDITIONS

6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
 - 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
 - 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
 - 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
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7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

7.3.4. *Default.* 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.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. Description of Materials The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1. Of a quality to pass without objection in the Contract description;

8.2.2. Fit for the intended purposes for which the Materials are used;

8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4. Adequately contained, packaged and marked as the Contract may require; and

8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5. Survival of Rights and Obligations after Contract Expiration and Termination.

8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State’s Contractual Remedies

9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State’s option, be the basis for terminating the Contract.

9.2. Stop Work Order.

9.2.1. *Terms.* The State may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

9.3. Non-Exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, in any Contract with the State or damages assessed by the State because of the Contractor’s non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. Contract Termination

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

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- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles (GAAP) up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.
- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

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10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor’s delivery of services, and the Contractor shall be responsible for coordinating their activities with the State, in such a manner as not to conflict or unnecessarily duplicate the State’s activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, “Administrative Changes”), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

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17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

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1. Background

The vision of the Arizona Department of Health Services (ADHS) is “Health and Wellness for all Arizonans.” In December of 2013, ADHS completed a State Health Assessment (SHA). The SHA utilized Community Health Assessments conducted by local county health departments to assess the needs and capacity of public health in Arizona. This work resulted in the identification of fifteen (15) leading public health issues affecting the health of our communities. With stakeholder input, the Arizona State Health Improvement Plan (AzHIP) will set forth a roadmap to improve the health of Arizonans over the next five (5) years through the development of partnerships and resources to work collectively on shared health improvement goals and strategies.

The AzHIP has two (2) flagship goals to address the fifteen (15) public health issues: Healthy Communities, and Healthy People. The AzHIP defines healthy communities as interventions at the community or society level, targeting policy, systems and environmental approaches that shape the communities in which we live. Healthy People are interventions at the individual level, targeting individual behavior and promoting their making healthy choices.

These goals can be accomplished through a collaborative approach that engages local, state and national partners to improve the health and well-being of Arizonans. Collectively, we implement evidence based preventative health strategies, designed to impact health through health policy, system and environmental change initiatives, health promotion and education for individuals and communities, and enhancement of the public health infrastructure.

In order to best implement these goals, the Division of Public Health – Prevention Services has led a process to align strategies and improve integration of public health prevention programs. The Bureaus of Tobacco and Chronic Disease, Women’s and Children’s Health, Health Systems Development, and Nutrition and Physical Activity, Office of the Director - Local Health Liaison, and Office of Assistant Director have collaborated on the development of this Intergovernmental Agreement (IGA) which combines seven (7) programs into one shared IGA. Programs included in this IGA address several health priorities from the AzHIP, including but not limited to: cardiovascular disease, chronic lower respiratory diseases, diabetes, unintentional injury, obesity, teen pregnancy, tobacco, and access to well care. This IGA includes opportunities to address crosscutting strategies, such as enhancing the physical and built environment, school health, and worksite wellness.

Implementation of this IGA will be completed in three (3) phases that will occur in the first year of the IGA to accommodate funding cycles. Phase I will include Tobacco, Chronic Disease and Health in Arizona Policy Initiative (HAPI) and will begin July 2015. Phase II will include the Public Health and Health Services Block Grant and will begin October 2015. Phase III will include Teen Pregnancy Prevention, Family Planning and Maternal and Child Health will begin in January 2016. All three (3) phases will be operational and fully implemented in years two (2) through five (5) with annual start dates of July 1st.

2. Purpose

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP and the Community Health Improvement Plans. This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs while streamlining the administrative functions for the programs that were previously administered separately.

3. Objectives

Counties will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities’ interventions that target policy, system and environmental approaches that will shape the communities in which we live.
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

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4. Scope of Work

This IGA offers a variety of evidence-based strategies designed to impact policy, system and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community. Counties have the option to select from a menu of evidence-based strategies that influence individual behaviors, policy, organizational practices, systems and environment through the following program areas:

- 4.1 Commercial Tobacco Use;
- 4.2 Chronic Disease Prevention and control strategies to address the four leading causes of disease related death (Cancer, heart disease, pulmonary disease, and Alzheimer’s);
- 4.3 Procurement of Healthy Foods;
- 4.4 Healthy Community Design;
- 4.5 School Health;
- 4.6 Worksite Wellness;
- 4.7 Clinical Care;
- 4.8 Children with Special Health Care Needs;
- 4.9 Public Health Accreditation Preparation;
- 4.10 Teen Pregnancy;
- 4.11 Title V Family Planning; and
- 4.12 Maternal and Child Health.

5. Evidence-Based Strategies

Evidence-Based Strategies are strategies that explicitly link public health or clinical practice recommendation to scientific evidence of the effectiveness and/or other characteristics of such practices. (Reference: Community Guide: <http://www.thecommunityguide.org/>) Evidence based public health practice is the careful, intentional and sensible use of current best scientific evidence in making decisions about the choice and application of public health interventions. (Reference: Community Commons <http://www.communitycommons.org/>) Counties will select from a menu of evidence-based strategies found in Exhibits A – G specific to each of the following program areas:

- 5.1 Exhibit A – Tobacco;
- 5.2 Exhibit B - Chronic Disease;
- 5.3 Exhibit C - Health in Arizona Policy Initiative (HAPI);
- 5.4 Exhibit D - Public Health Accreditation Preparation;

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- 5.5 Exhibit E - Teen Pregnancy Prevention;
- 5.6 Exhibit F - Family Planning; and
- 5.7 Exhibit G - Maternal and Child Health.

6. Evaluation

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the counties to make adjustments to strategies to ensure increased long-term impact. ADHS in coordination with the counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County’s Annual Action Plan.

7. Tasks

The County shall provide all of the tasks listed below:

- 7.1 Develop and implement an Annual Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies, and
- 7.4 Participate in the development of a shared comprehensive evaluation plan.

8. Requirements

The County shall meet the requirements listed below:

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing changes will be reported to the ADHS Program Coordinator within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the ADHS Program Coordinator for approval; and
- 8.4 Comply with all federal reporting requirements.

9. Deliverables

- 9.1 The County shall submit the deliverables listed below to the ADHS Program Coordinator:
 - 9.1.1 Contractor Expenditure Report (CER), an electronic version will be provided, upon request, to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
 - 9.1.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);

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- 9.1.3 A final CER invoice not later than forty-five (45) days following the end of each contract year;
 - 9.1.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
 - 9.1.5 Notify ADHS Program Coordinator of any change in program staff under this Agreement within fifteen (15) days of the change;
 - 9.1.6 Collaborate and participate with ADHS on the development of a logic model;
 - 9.1.7 For YEAR 1 Phase I, submit an annual action plan and budget plan by August 15 for programs selected in Phase I (Tobacco, Chronic Disease, and HAPI).
 - 9.1.8 For YEAR 1 Phase II, submit an annual action plan and budget plan by November 15 for programs selected in Phase II (Preventive Health and Health Services Block Grant/Public Health Accreditation).
 - 9.1.9 For Year 1 Phase III, submit an annual action plan and budget plan by February 15 for programs selected in Phase III (Teen Pregnancy Prevention, Family Planning, Maternal and Child Health)
 - 9.1.10 For Years 2 – 5, submit an annual action plan and budget plan by August 15.
 - 9.1.11 Submit an Annual Report forty-five (45) days following the end of each Contract year;
 - 9.1.12 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use; and
 - 9.1.13 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.
- 9.2 ADHS will:
- 9.2.1 Review, provide feedback and approve the Annual Action Plan(s) within thirty (30) days of submittal;
 - 9.2.2 Provide evidence-based strategies and supporting resources;
 - 9.2.3 Provide a Quarterly Reporting Template;
 - 9.2.4 Provide the Annual Action Plan Template;
 - 9.2.5 Provide a Budget Plan Template;
 - 9.2.6 Collaborate and work with the County to develop a comprehensive Logic Model Template;
 - 9.2.7 Provide Outcome Measures;
 - 9.2.8 Provide a Financial Guidance Document;
 - 9.2.9 Provide feedback, technical assistance and training to support the approved Annual Action Plan(s), Reporting and Evaluation(s);
 - 9.2.10 Access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and/or subject matter experts related to the strategy for which the County received funding;

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9.2.11 Coordinate and conduct site visits; and

9.2.12 Provide the list of Title V priorities that the County may develop strategies.

10. Approvals

ADHS must approve:

- 10.1 The Annual Action Plan and any subsequent changes or updates to the Action Plan, that will be implemented during the next Contract period, shall be submitted to ADHS for approval.
- 10.2 The quarterly Contractor’s Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement.
- 10.3 Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan.
- 10.4 All marketing materials (The use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.
- 10.5 Quarterly Reports.
- 10.6 All evaluation components that involve human subjects.
- 10.7 Exhibit A - G –Strategies for each Program and Program Specific Tasks/Requirements and Deliverables (if any).
 - 10.7.1 **Exhibit A**– Tobacco
 - 10.7.2 **Exhibit B** – Chronic Disease
 - 10.7.3 **Exhibit C** - Health in Arizona Policy Initiative (HAPI);
 - 10.7.4 **Exhibit D** – Public Health and Health Services Block Grant
 - 10.7.5 **Exhibit E** – Teen Pregnancy Prevention
 - 10.7.6 **Exhibit F** – Family Planning
 - 10.7.7 **Exhibit G**– Maternal and Child Health

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11. Deliverables and Delivery Schedule

NOTICES, CORRESPONDENCE, AND REPORTS

11.1 Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Sherry Haskins
Program Manager
Arizona Department of Health Services
150 N. 18th Avenue, Suite 300
Phoenix, AZ 85007
Sherry.Haskins@azdhs.gov
602-364-0606

11.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the Contractor shall be sent to:

See Attachment 4, Cochise Contact Sheet.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA) EXHIBIT A EVIDENCE-BASED STRATEGIES FOR TOBACCO
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Evidence-Based Strategies for Tobacco

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Tobacco

1.1 Program Strategy(s):

- 1.1.1 Utilize community outreach, education and policy advocacy at the community level to prevent youth tobacco use.
- 1.1.2 Promote the use of cessation treatments among adult and youth smokers.
- 1.1.3 Engage in peer-based approaches to prevent commercial tobacco use.
- 1.1.4 Improve public awareness of the risks of secondhand smoke/vapors.
- 1.1.5 Assist in tobacco enforcement activities.
- 1.1.6 Other evidence-based related strategy.

1.2 Tobacco Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD Sustaining Arizona’s Tobacco Program Plan and the 2014-2015 ADHS-BTCD Chronic Disease Prevention and Control Strategies that pertain to the services and activities identified in the corresponding Action Plans. These documents can be found on the ADHS Tobacco Free Arizona website <http://www.azdhs.gov/diro/reports/strategicplan.htm> (<http://tobaccofreearizona.com/reports/pdf/tfa-strategic-plan.pdf>) and the ADHS Chronic Disease website (<http://www.azdhs.gov/phs/chronicdisease>).

Listed below are specific tasks and requirements related to the Program Strategy Options for tobacco.

1.3 Cessation Activity:

- 1.3.1 The County will work with the ASHLine Community Development Team (CDT) to create/implement ASHLine Outreach/Referral Development Action Plan.
- 1.3.2 The County will participate in quarterly calls with the ASHLine CDT Representative to discuss status of the ASHLine Outreach/Referral Development Action Plan and to cover any possible technical assistance needs.

1.4 Prevention – Youth Coalition:

- 1.4.1 The County will work with BTCD selected contractor for youth coalition to develop and implement a Youth Coalition Action Plan.
- 1.4.2 The County will ensure youth coordinators and youth participate in trainings twice a year and will work with BTCD on any technical assistance needs.

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1.5 Enforcement:

1.5.1 Attorney General's Counter Strike Program:

The County shall:

1.5.1.1 Participate in the Arizona Attorney General's Office (AGO) Counter Strike Program.

1.5.1.2 Promote and recruit youth from the community to participate in the Retailer Compliance Checks, youth must be 16 or 17 years of age, possess a valid Arizona State Identification Card and must be available on nights and weekends; AGO compliance checks will be scheduled at a minimum of twice a year.

1.5.1.3 Facilitate and conduct in their county the AGO Merchant Diversion Program with retailers and clerks that have been cited for selling tobacco to underage youth.

1.5.1.4 Maintain quarterly communication with the Attorney General's Office Youth Tobacco Program.

1.5.2 Food & Drug Administration – Tobacco Control Act (TCA) Program/SYNAR:

The County shall:

1.5.2.1 Participate in the ADHS-FDA TCA program for youth underage buys throughout each fiscal year.

1.5.2.2 Promote and recruit youth from the community to participate in the FDA youth underage buys, number of inspections will be based on FDA requirements and may vary from year to year.

1.5.2.3 Required to have at least two (2) youth available for inspections at all times.

1.5.2.4 Assist SYNAR in ensuring accurate locations of tobacco retailers within each county.

1.5.2.5 Maintain bi-monthly communication with the ADHS-FDA TCA Program Staff.

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	EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE

Evidence-Based Strategies for Chronic Disease

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Chronic Disease

1.1 Program Strategy/s:

- 1.1.1 Improve public awareness of Alzheimer’s disease and available resources for patients, caregivers and/or family members and health care providers.
- 1.1.2 Improve public awareness of risk factors and detection of pulmonary disease.
- 1.1.3 Promote and implement the Million Hearts Initiative.
- 1.1.4 Implement the Stanford Chronic Disease Self-Management model (including Spanish version) and/or other self-management model.
- 1.1.5 Support the work of schools to implement School Health Index/School Health Assessment and/or school wellness plans.
- 1.1.6 Other evidence-based related strategy.

1.2 Specific Tasks and Requirements:

- 1.2.1 Adhere to the guidelines and principles set forth in the ADHS-BTCD 2013-2017 Chronic Disease Strategic Plan and the 2014-2015 ADHS –BTCD Chronic Disease Prevention Strategies that pertain to the services and activities identified in the corresponding action plans. The ADHS-BTCD 2012-2017 Chronic Disease Strategic Plan can be found on the ADHS-BTCD website (<http://www.azdhs.gov/phs/chronicdisease/documents/az-chronic-disease-strategic-plan.pdf>).

Listed below are specific tasks and requirements related to the Menu of Strategy Options for Chronic Disease.

1.3 Alzheimer’s/Dementia:

- 1.3.1 The County will work with the Alzheimer’s Association- Desert Southwest Chapter to increase public awareness of Alzheimer’s/Dementia including the warning signs of Alzheimer’s disease to patients, caregivers and/or family members and health care providers.
- 1.3.2 The County will work with the Alzheimer’s Association-Desert Southwest Chapter to provide resources to providers and implement a referral process to the Alzheimer’s Association from provider’s offices.

1.4 Chronic Lower Pulmonary Disease:

- 1.4.1 The County will work with the America Lung Association/Arizona Chapter to increase public awareness of risk factors and detection of pulmonary disease.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT B EVIDENCE-BASED STRATEGIES FOR CHRONIC DISEASE

1.4.2 The County will work with the American Lung Association/Arizona Chapter to increase the use of home-based, comprehensive interventions with an environmental focus for children and adolescents for children and adolescents with asthma.

1.4.3 The County will work with the American Lung Association/Arizona Chapter to increase early intervention and participation in disease management programs.

1.5 Cardiovascular Disease:

1.5.1 The County will work with ADHS/BTCD Office of Chronic Disease to implement and promote the Million Hearts Initiative.

1.5.2 Increase intervention and participation in disease management programs.

1.6 Chronic Disease Self-Management:

1.6.1 The County will implement Chronic Disease Self-Management programs (Include related Spanish version(s)).

1.6.2 The County will ensure that staff is trained.

1.6.3 The County will participate in regional meetings held by Arizona Living Well Institute. The number of trainings held, lay leaders trained, master leaders trained and number of organizations, agencies, healthy systems, providers that were contacted to increase referrals.

1.7 School Health:

1.7.1 The County will coordinate school health activities with any other funding received for school health activities (such as HAPI or Arizona Nutrition Network).

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT C
	EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

Evidence-Based Strategies for Health in Arizona Policy Initiative (HAPI)

Counties may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Health in Arizona Policy Initiative (HAPI)

1.1 Program Strategy/s:

1.1.1 Procurement of Healthy Foods:

- 1.1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines.
- 1.1.1.2 Establish contract and bid writing standards to promote healthy food and beverages.
- 1.1.1.3 Establish healthy vending policies within institutions.
- 1.1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace.
- 1.1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar.
- 1.1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher.

1.1.2 Healthy Community Design:

- 1.1.2.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit.
- 1.1.2.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing.
- 1.1.2.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives.
- 1.1.2.4 Establish sites for community gardens in institutional settings and/or underserved areas.

1.1.3 School Health:

- 1.1.3.1 Improve countywide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings.
- 1.1.3.2 Improve the nutrition quality of foods and beverages served in schools.
- 1.1.3.3 Improve the quality and amount of physical education and/or physical activity in

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT C
	EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

schools.

1.1.3.4 Target outreach and enrollment efforts to populations disproportionately uninsured.

1.1.4 Healthy Worksites:

1.1.4.1 Increase opportunities for physical activity in the workplace.

1.1.4.2 Establish incentive programs, such as flextime, rewarding and/or recognizing employee healthy behaviors.

1.1.4.3 Provide disease self-management classes to employees.

1.1.4.4 Increase the number of employers that incorporate nationally recognized preventive health screenings within health plans.

1.1.4.5 Increase the number of employees that utilize preventive health screenings within employer health plans.

1.1.4.6 Increase policies and practices to support breastfeeding in the workplace, especially in agencies providing WIC services.

1.1.4.7 Increase WIC employee participation and utilization of worksite wellness activities such as, but not limited to physical activity, healthy eating, preventive health screenings and stress management.

1.1.5 Clinical Care:

1.1.5.1 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models.

1.1.5.2 Integrate peer-support/promotora models into the healthcare institutional setting.

1.1.5.3 Link evidence-based community and clinical preventive services such as efforts, which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. (e.g., community-based promotoras working collaboratively with patient navigators within community health centers).

1.1.5.4 Integration or implementation of patient-centered medical home (PCMH) model of primary care.

1.1.5.5 Increase the number of health care providers and staff that complete the Culturally and Linguistically Appropriate Services (CLAS) Standards training.

1.1.5.6 Increase the number of health care systems that develop and implement a language access plan.

1.1.5.7 Improve health insurance literacy of consumers to increase enrollment in and utilization of insurance plans.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT C EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)

1.1.6 Children and Youth with Special Health Care Needs:

- 1.1.6.1 Promote inclusion of focus on children and youth/young adults with special health care needs.
- 1.1.6.2 Conduct countywide needs assessment for Children/Youth with Special Healthcare Needs.
- 1.1.6.3 Establish a coalition or advocacy council consisting of 50% family members and young adults and 50% professionals working with children and youth with special health care needs.
- 1.1.6.4 Ensure family members and young adults who are part of the coalition or advocacy council are involved in policy and program development, implementation, and evaluation at the county level.
- 1.1.6.5 Other evidence-based related strategy.

1.2 HAPI Specific Tasks and Requirements:

- 1.2.1 A portion of activities identified in the action plan must include those that will benefit the health of low-income women, infants, and children.
- 1.2.2 The County will coordinate school health activities with any other funding received for school health activities (such as Chronic Disease or Arizona Nutrition Network).

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT D EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH ACCREDITATION PREPARATION

Evidence-Based Strategies for Public Health Accreditation Preparation

The County must select a minimum of two (2) strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Preventive Health and Health Services Block Grant

1.1 Program Strategies:

- 1.1.1 Establish and Monitor a System of Performance Management.
- 1.1.2 Build a Culture of Quality Improvement.
- 1.1.3 Workforce Development.
- 1.1.4 Use award funds for Public Health Accreditation Board (PHAB) Fees.
- 1.1.5 Monitor and measure progress towards accomplishing goals in the County Health Improvement Plan.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT E EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION

Evidence-Based Strategies for Teen Pregnancy Prevention

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Teen Pregnancy Prevention

1.1 Program Strategies:

- 1.1.1 Implement with fidelity an abstinence plus evidence-based or promising practice program through curriculum delivery to youth ages 11-19 years which may include parent-youth curriculum for guardians of youth ages 11-19. Programs must be culturally relevant, medically accurate and include process and outcome evaluations as outlined in the Teen Pregnancy Prevention Program Policy & Procedures manual.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT F EVIDENCE-BASED STRATEGIES FOR FAMILY PLANNING

Evidence-Based Strategies for Family Planning

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Family Planning

1.1 Program Strategies:

- 1.1.1 Implement a clinic based reproductive health program which enhances maternal and infant health by providing accessible, comprehensive education, screening and contraceptive services to underserved individuals of reproductive age as outlined in the ADHS Family Planning Policy and Procedure Manual.

Contract Number	INTERGOVERNMENTAL AGREEMENT (IGA)
ADHS15-094960	EXHIBIT G
	EVIDENCE-BASED STRATEGIES FOR MATERNAL AND CHILD HEALTH

Evidence-Based Strategies for Maternal and Child Health

The County may select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

1. Strategic Area: Maternal and Child Health (MCH)

1.1. Program Strategies:

1.1.1. The Contractor shall implement multi-faceted, evidence-based or evidence informed strategies at the county level that address state priorities as identified through Arizona’s 2016 Title V Maternal and Child Health (MCH) Block Grant application targeting one or more of the Title V MCH Block Grant population health domains (i.e. Women/Maternal Health, Perinatal/Infant Health, Child Health, CSHCN, Adolescent Health and Cross cutting or Life Course). The strategies selected must impact one or more of the areas to be selected National Performance Measures, which will in turn influence the National Outcome Measures.

2. Maternal and Child Health Specific Tasks and Requirements:

Media and/or printed educational materials will adhere to the required wording as follows: “Funded in part by the Bureau of Women’s and Children’s Health as made available through the Arizona Department of Health Services.” Additionally, media and/or printed educational materials will also adhere to the required wording as follows: “This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA), Maternal and Child Health Bureau, under grant number 93.994 and title for \$ (to be filled in by Grantee upon receipt of grant award). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.

Contract Number	Intergovernmental Agreement (IGA) Attachment 1 PRICE SHEET PHASE 1
ADHS15-094960	

COCHISE COUNTY

PRICE SHEET PHASE ONE (1)

PHASE 1: JULY 1, 2015 - JUNE 30, 2016

PHASE ONE (1) ACTION PLAN Tobacco and Chronic Disease

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE (UOM)	QUANTITY	UNIT COST	TOTAL
Phase 1 Action Plan Tobacco and Chronic Disease	EA	1	\$16,550.	\$16,550.
TOTAL		1	\$16,550.	\$16,550.

TOBACCO

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$73,121.25	\$292,485
TOTAL		4	\$73,121.25	\$292,485.

CHRONIC DISEASE

ITEM/SERVICE DESCRIPTION	UOM	QUANTITY	UNIT COST	TOTAL
Specific Service Strategies (See SOW: i.e. Alzheimer's, Chronic Pulmonary Disease, Hypertension, Self-Management, School Health)	QTR	4	\$5,503.75	\$22,015
TOTAL		4	\$5,503.75	\$22,015.

PHASE ONE (1) ACTION PLAN (HAPI)

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 1 Action Plan HAPI	EA	1	\$8,700.	\$8,700.
TOTAL		1	\$8,700.	\$8,700.

HEALTH IN ARIZONA POLICY INITIATIVE

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Procurement, Healthy Community Design, School Health, Worksite Wellness, Clinical Care, and Special Health Care Needs)	QTR	4	\$10,121.	\$40,484.
TOTAL		4	\$10,121	\$40,484

Contract Number	Intergovernmental Agreement (IGA) Attachment 2 PRICE SHEET PHASE 2
ADHS15-094960	

COCHISE COUNTY

PRICE SHEET PHASE 2

PHASE 2: OCTOBER 1, 2015 – JUNE 30, 2016

PHASE TWO (2) ACTION PLAN

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Phase 2 Action Plan	EA	1	\$7,000.	\$7,000.
PHASE 2 ACTION PLAN TOTAL		1	\$7,000.	\$7,000.

PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Fees for Accreditation, Quality Improvement Projects, Workforce Development Implementation, Performance Management Documentation, Progress Toward County Health Improvement Plan)	QTR	3	\$11,812.	\$35,436.
PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT TOTAL		3	\$11,812.	\$35,436.

PHASE ONE AND PHASE TWO GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASE 1 & 2 GRAND TOTAL				\$422,670.

Contract Number	Intergovernmental Agreement (IGA) Attachment 3 PRICE SHEET PHASE 3
ADHS15-094960	

COCHISE COUNTY

PRICE SHEET PHASE 3

PHASE 3: JANUARY 1, 2016 – JUNE 30, 2016

PHASE THREE (3) TO BE DETERMINED

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
TOTAL				

PHASES ONE, TWO & THREE: GRAND TOTAL

ITEM/SERVICE DESCRIPTION				TOTAL
PHASES 1, 2 & 3 GRAND TOTAL				

Contract Number	Intergovernmental Agreement (IGA)
ADHS15-094960	Attachment 4
	COCHISE CONTACT SHEET

Cochise Contact Sheet

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Regular Board of Supervisors Meeting

Elections & Special Districts

Meeting Date: 08/25/2015

Adopt Resolution 15- to approve the Vote Centers as set forth on the attached Exhibits.for all countywide elections beginning in 2016.

Submitted By: Anne Macak, Elections & Special Districts

Department: Elections & Special Districts

Presentation: PowerPoint **Recommendation:** Approve

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

NAME of PRESENTER: Katie Howard & Martha Rodriquez **TITLE of PRESENTER:** Elections Director & Elections Coordinator

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 16-411(B)(4)

Information

Agenda Item Text:

Adopt Resolution 15-21 to approve the Vote Centers as set forth on the attached Exhibits, for all countywide elections beginning in 2016.

Background:

On May 19, 2015, the Board voted to approve the purchase and implementation of a new election system and also voted to approve a Resolution authorizing staff to develop a Vote Center Plan for future Board consideration. At that time, the Board provided feedback regarding the locations originally proposed by staff. Staff also reached out to the Party Chairs and County Administration to solicit input about Vote Center locations. Staff then conducted site visits throughout the County to review all of the suggested sites for wireless connectivity, ADA accessibility, ease of access, locations situated off major thoroughfares or at known voting locations, parking, public restrooms, etc. Option 3 (third tab on the attached spreadsheet), shows the 18 Vote Centers recommended by staff; six of the Vote Centers are designated as Rural Vote Centers.

All of the work conducted by staff this year has been done to satisfy the Board's directive to improve the voting experience for Cochise County voters. From a voter's perspective, the most important aspect of implementing Vote Centers is that any Cochise County registered voter can vote at ANY Vote Center location within the County.

For example, if a voter resides in a precinct in Benson, that voter previously had two choices: Vote an Early ballot or cast a vote at the local precinct polling location. This made it difficult for those who were working or traveling elsewhere in the County on Election Day. With Vote Centers, if the Benson voter works in Sierra Vista, s/he can vote in Sierra Vista. If a Douglas voter has gone to Tucson for the day, s/he can vote at any Vote Center in Cochise County that is convenient to them en route back to Douglas. Of course, voters also still have the option to choose to vote an Early ballot.

Staff is prepared to review the overall plan and each recommended location for the Board, and offer an explanation as to why each site was chosen. We will also display maps showing the Vote Center locations.

Staff is launching a Voter Outreach Campaign in September and needs to be able to tell the public where Vote Centers will be. During our Voter Outreach Campaign, we will also be offering demonstrations and hands-on for voters to use the new voting machines. Several types of outreach are planned, using traditional print and radio media, social media, and in-person presentations at multiple community events. One such effort taking place in September is at the Cochise County Fair, Sept. 24-27th. Staff will also be conducting a demonstration for the Sierra Vista City Council meeting in early September (8th @ 4:30 p.m.); that presentation will be televised for Government TV.

Department's Next Steps (if approved):

If approved, staff will send Vote Center contracts to each of the locations to secure these facilities for each of the three countywide elections currently scheduled for 2016. The Resolution presented to the Board today authorizes the Elections Director to make emergency Vote Center location substitutions if necessary. Staff will return to the Board in November 2015 to advise the Board of any such changes, should they become necessary. If changes become necessary after November, staff will advise the Board immediately.

Impact of NOT Approving/Alternatives:

The amount of equipment purchased was sufficient to equip these Vote Centers, but not all 49 precincts. There is not sufficient equipment to deploy to each precinct. Alternative locations could be selected, but we cannot increase the number of Vote Centers without purchasing additional equipment.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution and send to Elections. Thank you.

Attachments

Vote Center Options

COCHISE COUNTY 2016 ELECTION - Vote Centers Model - Option 3

COCHISE COUNTY 2016 ELECTION - Vote Centers Model - Option 3					Will update prior to PPE			2014	2012	2016	STAFFING			VOTE CENTER EQUIPMENT					
Vote Ctr #	Supervisor District	Vote Center Area	Vote Center Location (Target Locations - Need to do voter-specific ADA screening & obtain Vote Center agreement)	Precincts w/ Vote Center Range	Additional Mileage from 2014 Polling Location	TOTAL # PEVL Voters w/ Precincts	TOTAL # Reg Voters in Precincts	Maximum # Voters @ Vote Center	2014 General Turnout @ Polls	2012 General (Pres.) Turnout @ Polls	110% of 2012 Presidential Turnout @ Polls	Comments	Poll Workers (Estimate)	IT / Troubleshooters (Estimate)	Poll Worker Breakdown	Tablets	Express Link	Express Votes (ADA/HAVA Compliant), With Kiosks	DS200s
VC1	2	Douglas	Douglas Visitor Center 345 E 16TH ST	09 DO Calvary 10 DO Carlson 11 DO Castro Park 12 DO Gadsden 13 DO Sunnyside 20 Pirtleville	1.5 2.1 .6 .9 2.9 1.4	612 922 904 621 658 625 4342	1405 1876 1988 1408 1639 1378 9694	793 954 1084 787 981 753 5352	203 266 202 142 180 181 1174	385 462 456 317 413 367 2400	2640	VC likely to attract County workers, Border Patrol and College employees.	16 + 1 CSRep	1	Insp, 2 Marshalls, 5 Judges & 8 Clerks	5	5	10	2
VC2	2	Bisbee	First Baptist Church of Bisbee 1173 State Hwy 92	04 BI Bisbee 05 BI Don Luis 06 BI Warren 18 Naco	5.2 1.8 4.2 4.8	662 637 684 259 2242	1451 1504 1512 684 5151	789 867 828 425 2909	251 286 325 76 938	436 444 463 189 1532	1685	VC likely to attract Webb & McNeal voters + County workers & Border Patrol workers in addition to locals.	14 + 1 CSRep	1	Insp, Marshall, 4 Judges & 8 Clerks	4	4	8	2
VC3	2	Tombstone	American Legion Hall	44 Tombstone	Same Location	623	1711	1088	465	707	778		9 + 1 CSRep	1	Insp, Marshall, 2 Judges & 5 Clerks	2	2	3	2
VC4	3	Willcox	Willcox Community Center 312 W STEWART ST	47 WI Kansas Sttlmnt 48 WI Stewart 49 WI Willcox	.6 4.0 .5	570 523 414 1507	1521 1226 1135 3882	1464 703 721 2888	324 256 187 767	525 436 369 1330	1463	VC likely to attract County workers and Border Patrol workers in addition to locals.	14 + 1 CSRep	1	Insp, Marshall, 4 Judges & 8 Clerks	4	4	6	2
VC5	3	Benson	Benson High School Gymnasium 360 S PATAGONIA ST	01 BE Benson 03 BE San Pedro 21 Pomerene	Same 1.0 5.0	746 869 509 2124	1607 1808 1045 4460	861 939 536 2336	283 262 191 736	459 495 339 1293	1422	VC likely to attract County workers, Border Patrol and College employees.	14 + 1 CSRep	1	Insp, Marshall, 4 Judges & 8 Clerks	4	4	8	2
VC6	3	Huachuca City / Whetstone	Huachuca City Community Ctr.	16 Huachuca 46 Whetstone	Same 4.7	391 893 1284	1210 2303 3513	819 1410 2229	223 445	394 777 1171	1288		10 + 1 CSRep	1	Insp, 1 Marshall, 2 Judges & 6 Clerks	2	2	5	2
VC7	1 & 3	Sierra Vista - West	Saint Andrews Kino Hall	29 SV Carmelita 34 SV Hopi 39 SV Soldier Creek 42 SV Vista Village	2.0 2.8 Same 2.5	461 719 937 714 2831	1305 1974 3335 1915 8529	844 1255 2398 1201 5698	199 262 374 338 1173	298 544 777 589 2208	2429		16 + 1 CSRep	1	Insp, 2 Marshalls, 4 Judges & 9 Clerks	4	4	9	2
VC8	1	Sierra Vista - East (MEGA VOTE CENTER)	Shiloh Christian Ministries	26 SV Avenida del Sol 30 SV Cloud 31 SV College 33 SV Estates 36 SV Pueblo del Sol 38 Snyder 41 Village Meadows	.8 1.6 2.3 4.6 1.6 1.3 2.1	1067 325 800 793 656 474 1078 5193	2261 1088 2047 1860 1621 1289 2421 12587	1194 763 1247 1067 965 815 1343 7394	373 144 294 295 277 256 401 2040	611 295 619 534 481 427 714 3681	4049		26 + 2 CSRep	1	2 Insp, 2 Marshalls, 8 Judges & 14 Clerks	8	8	16	3

VC9	1	Sierra Vista - Central (MEGA VOTE CENTER)	Methodist Church	27 SV Buffalo Sldr 28 SV Busby 32 SV Country Club 40 SV Town & Cntry 43 SV Yaqui	Same 4.1 Same 3.2 2.1	1184 854 1336 908 <u>1057</u> 5339	2932 2002 2421 2081 <u>2192</u> 11628	1748 1148 1085 1173 <u>1135</u> 6289	587 305 421 405 <u>513</u> 2231	956 522 650 640 <u>720</u> 3488	3837	Known voting location; previously housed two precincts may attract many more voters b/c of familiarity	26 + 2 CSRep	1	2 Insp, 2 Marshalls, 8 Judges & 14 Clerks	8	8	16	3	
VC10	1 & 2	Sierra Vista - Southeast	Mtn Vista Baptist Church 5499 Moson Road	14 Grtr San Pedro 35 Moson 37 SV Ramsey	3.2 1.1 4.2	811 845 <u>700</u> 2356	1801 2009 <u>1502</u> 5312	990 1164 <u>802</u> 2956	372 451 <u>295</u> 1118	562 723 <u>500</u> 1785	1964		15 + 1 CSRep	1	Insp, Marshall, 4 Judges & 9 Clerks	4	4	8	2	
VC11	1	Palominas	Palominas Fire Training Ctr.	15 Hereford 19 Palominas	Same 4.5	965 <u>649</u> 1614	1889 <u>1424</u> 3313	924 <u>775</u> 1699	328 <u>294</u> 622	522 <u>442</u> 964	1060		10 + 1 CSRep	1	Insp, Marshall, 2 Judges & 6 Clerks	2	2	4	1	
RURAL VOTE CENTERS																				
VC12	3	Bowie & San Simon	Bowie Unified School District Office	7 Bowie 23 San Simon	Same 16	131 <u>110</u> 241	321 <u>238</u> 559	190 <u>128</u> 318	63 <u>51</u> 114	99 <u>98</u> 197	217		6 + 1 CSRep	Rover 1	Insp, Marshall, 2 Judges, 2 Clerks	1	1	2	2	
VC13	3	Cochise Stronghold & Sunizona	Sunsites Community Center	8 Cochise Strghld 25 Sunizona	Same 10.0	869 <u>263</u> 1132	1696 <u>544</u> 2240	827 <u>281</u> 1108	313 <u>121</u> 434	496 <u>177</u> 673	740		8 + 1 CSRep	Rover 1	Insp, Marshall, 2 Judges, 4 Clerks	2	2	3	2	
VC14	2	McNeal	Valley Bible Church	17 McNeal	Same	435	975	540	212	301	331		6 + 1 CSRep	Support from Bisbee	Insp, Marshall, 2 Judges, 2 Clerks	1	1	2	1	
VC15	2	Webb	Elfrida Fire Station #1 10293 N CENTRAL HIGHWAY	45 Webb	1.2	260	654	394	138	242	266		6 + 1 CSRep	Support from Bisbee	Insp, Marshall, 2 Judges, 2 Clerks	1	1	2	1	
VC16	2	Portal	Portal Library 2393 S ROCK HOUSE RD	22 Portal	0.25	174	296	122	55	85	94		6 + 1 CSRep	Discuss	Insp, Marshall, 2 Judges, 2 Clerks	1	1	2	1	
VC17	3	St. David	St. David School	24 St David	Same	1057	1930	873	348	555	611		6 + 1 CSRep	Rover 1	Insp, Marshall, 2 Judges, 2 Clerks	2	2	2	1	
VC18	3	Mescal / J-Six	Peace in the Valley Church	02 BE J-Six	Same	1012	1859	847	280	499	549		6 + 1 CSRep	Rover 1	Insp, Marshall, 2 Judges, 2 Clerks	1	1	2	1	
															Equipment Totals:	56	56	108	32	
															*	Additional +/-10% as Extras:	6	6	12	4
															Total Equipment Ordered:	53	53	120	36	

238 people 12 IT Support

-9 -9

\$ (1,405.00) each

\$ 12,645.00 + additional routers, as needed (\$265 each)

* Distribution of Extra Equipment:			
Benson/Willcox TS	2 Tablet pkgs	4 Express Votes	1 DS200
SV TS	2 Tablet pkgs	4 Express Votes	1 DS200
Rover	1 Tablet pkg	2 Express Votes	1 DS200
Call Center	1 Tablet pkg	2 Express Votes	1 DS200
	6 Tablet pkgs	12 Express Votes	5 DS200s

Regular Board of Supervisors Meeting

Information Technologies

Meeting Date: 08/25/2015

Approve the Renewal of Two Year Capitol Lease Purchase Agreement

Submitted By: Terry Hudson, Procurement

Department: Procurement

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

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

NAME of PRESENTER: Terry Hudson **TITLE of PRESENTER:** Procurement Director

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of the Two Year Capitol Lease Purchase Agreement with Bank of America Public Capital Corporation to upgrade the IP Microwave System for the Information Technologies Department in the amount of \$2,585,488.32.

Background:

The original agreement was approved by the Board of Supervisors on November 18, 2014. This upgrade will improve the County's current out dated communication system and bring it up to current performance standards. Bank of America is offering an interest rate of 1.38% for this renewal period. The County has the option to pay off the obligation in eighteen months with no additional fees or penalties. Bank of America was selected for a second term based on a seamless agreement turnaround time, invoice processing of the schedule of property, and flexibility in equipment substitutions.

Department's Next Steps (if approved):

Execute contracts, process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

The impact of not upgrading the current system would result in having to maintain the current out dated system that cannot currently handle the County's data and communication needs.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

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):

The Information Technologies Department has budgeted for this expenditure in the FY 2015-16 annual work plan.

Attachments

Current Proposals

Motorola Solutions, Inc.
7237 Church Ranch Blvd Suite 406
Westminster, CO 80021

June 9, 2015

Mr. Tyson Mock
Cochise County Information Technology
1415 Melody Lane, Building D
Bisbee, AZ 85603

Subject: Microwave Solution

Dear Mr. Mock:

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Cochise County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational needs you requested, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Fifteen (15) Digital Links of MNI's Proteus MX 6GHz and 11GHz

This proposal is subject to the terms and conditions of the Communications System Agreement (CSA) dated December 10, 2014 between Cochise County and Motorola, and the payment terms attached hereto. This proposal shall remain valid until July 31, 2015. Motorola will be pleased to address any questions you may have regarding the proposal. Please direct any questions to your Motorola Account Executive, Carrie Hemmen at 602-319-2355, or carrie.hemmen@motorolasolutions.com.

Motorola appreciates your continued partnership and we look forward to continuing our relationship and implementing this project with Cochise County.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Larry Mabry
MSSSI Vice President & Director Sales

MICROWAVE SOLUTION



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

1.1 INTRODUCTION

The intent of this proposal is to provide Cochise County FD and PD (“Cochise County”) an IP Microwave backhaul system that provides with adequate capacity and reliability. Motorola Solutions Inc., (“Motorola”) developed the proposed solution with Cochise County’s current requirements and future growth opportunities in mind. Motorola’s proposed solution for Cochise County provides them with the following unique differentiating benefits:

- Network layer redundancy by using a Ring Topology.
- Support for up to 310 Mbps using 2+0 configuration links
- Links designed for at least 99.999% availability.
- All indoor installation (where ever feasible) to facilitate easy maintenance.
- Network Monitoring software tools
- DC power system to support the proposed equipment.
- A turnkey implementation solution with training, maintenance and warranty.

Additionally, Motorola included the following components in this proposal based on the conversations with Cochise County FD and PD:

- Relocation of the existing PTP 800 HSB microwave link from SVRSC to Foot Hills site.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom.

1.2 DESIGN CRITERIA

Cochise County’s existing microwave backhaul is TDM based. It lacks network layer protection. While implementing a new VHF/700/800MHz radio system and performing a Cisco IT infrastructure refresh, Cochise County identified some limitations on their aging microwave system and requested Motorola to provide a solution to upgrade it to an IP capable network. Due to this request Motorola identified county’s requirements and developed this backhaul solution.

Based on years of experience with various Microwave vendors, Motorola choose “Microwave Networks Inc” (MNI) as preferred vendor for implementing this solution. Motorola and MNI hosted a combined backhaul discussion with Cochise County to identify design requirements for this project. The following design criteria were identified during the discussion:

- Link availability: 99.999% or above
- Network protection: MPLS* and Ring topology
- Throughput: 310 Mbps with 2+0 configuration links
- Jitter, Latency and Packet loss: as per Motorola’s ASTRO 25 voice system requirements.
- Clear demarcation point to eliminate confusion in owernship and responsibilities

*Cochise County decided to provide MPLS protection using their existing Cisco equipment outside the scope of this proposal.

1.3 SYSTEM OVERVIEW

1.3.1 MNI Microwave

Motorola is proposing a full turnkey solution for 15 digital microwave links of MNI's Proteus MX 6 GHz and 11 GHz, 2 x 155 Mbps, 2+0, All Indoor (wherever feasible) Native IP and optional Native TDM. The Proteus MX provides full support for legacy and next generation IP/MPLS networks. Proposed design with Proteus MX Native IP with customer's MPLS transport allows maximizing the ability to support IP traffic featuring True No Single Point of Failure (NSPOF). Table 1.1 provides the details about each of the 15 links. Path profiles attached in the appendix provide complete details about the link performance.

Motorola has also included DC power system and battery backup for the proposed equipment (support for up to 8 hrs). Also, included in the proposal is FCC frequency co-ordination services.

Motorola's proposed solution is designed to carry only IP traffic. The proposed microwave can't be used to carry traditional TDM (DS1 or DS3) traffic unless Cochise County opts to purchase the optional TDM Cards for Proteus MX radios. Motorola's preliminary cutover plan indicates that few of the links require one on one replacement. Hence, Cochise County may experience downtime during the installation and cutover process. Once awarded, final detailed cutover plan will be discussed with Cochise County during the design review process.

Table 1.1: Proposed New Microwave links:

Path	Site name	TR / DR Antenna Size	TR / DR Antenna height (ft)	Radio model	Modulation / Throughput	Path length (mi)
1	DOS Cabezas B	6 ft	74	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	13.89
	Sequoia Farm	6 ft	25	MX 6 GHz All Indoor HP 2+0		
2	Douglas	6 ft	40	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	18.01
	Bernadino	6 ft	30	MX 6 GHz All Indoor HP 2+0		
3	Elfrida	8 ft / 6ft	40 / 15	MX 6 GHz All Indoor SD HP 2+0	128 QAM / 2 x 155 Mbps	37.2*
	DOS Cabezas B	6 ft / 6ft	50 / 20	MX 6 GHz All Indoor SD HP 2+0		
4	Juniper Point/Flats	6 ft	50	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	7.24
	Black Knob	6 ft	35	MX 6 GHz All Indoor HP 2+0		
5	Juniper Point/Flats	8 ft	50	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	25.97*
	Douglas	6 ft	40	MX 6 GHz All Indoor HP 2+0		
6	Juniper Point/Flats	6 ft	73	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	21.33
	Elfrida	6 ft	20	MX 6 GHz All Indoor HP 2+0		
7	Melody Lane	2.6 ft	25	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	3.33
	Black Knob	2.6 ft	25	MX 11 GHz All Indoor HP 2+0		
8	Quality Hill	2.6 ft	15	MX 11 GHz Split Mount HP 2+0	128 QAM / 2 x 155 Mbps	2.91
	Mule Mountain	2.6 ft	35	MX 11 GHz All Indoor HP 2+0		
9	SVRSC	2.6 ft	43	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	1.68
	SVPD	2.6 ft	31	MX 11 GHz All Indoor HP 2+0		
10	Texas Canyon	8 ft	173	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	23.85
	Sequoia Farm	6 ft	129	MX 6 GHz All Indoor HP 2+0		
11	Texas Canyon	6 ft	30	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	12.52



	Benson	6 ft	44	MX 6 GHz Split Mount HP 2+0		
12	Sequoia Farm	8 ft	64	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	17.09
	Wilcox	6 ft	50	MX 6 GHz All Indoor HP 2+0		
13	Texas Canyon	6 ft / 6 ft	50 / 20	MX 6 GHz All Indoor SD HP 2+0	128 QAM / 2 x 155 Mbps	33.86*
	SVRSC	6 ft / 6 ft	44 / 24	MX 6 GHz All Indoor SD HP 2+0		
14	SVPD	6 ft	40	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	19.86
	Mule Mountain	6 ft	50	MX 6 GHz All Indoor HP 2+0		
15	Black Knob	6 ft	35	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	2.16
	Passive	6 ft	10			
	Bisbee	6 ft	17	MX 11 GHz All Indoor HP 2+0		

*These links are longer than Motorola's typical recommendation for 6 GHz band. However, these are also existing links.

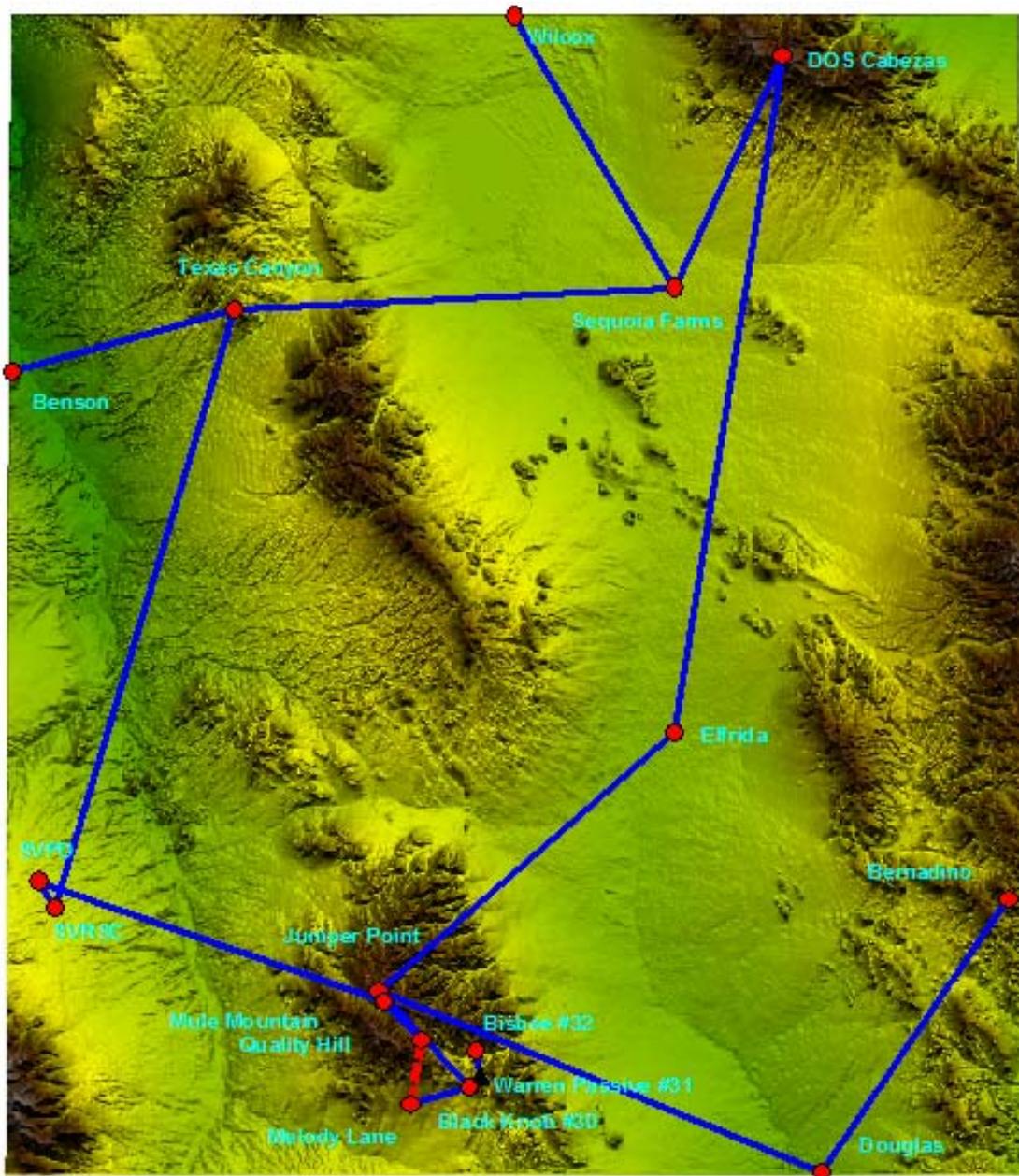
The links have been engineered using 1/3" ARC NED USGS terrain data and have been designed with specific transmit power and antenna systems to provide a preliminary calculated annual two-way availability of 99.999% and above. All the paths (except the passive repeater path) achieved above 30 dB effective fade margin. The preliminary calculations for path performance are based on MNI's published $10E^{-6}$ receiver threshold levels as registered with the FCC. Bellcore Standard transmission engineering practices, formulas and topographic data are the foundation of these calculations. Assumed clearance criteria used to determine preliminary antenna centerlines are:

- Main: $K = 4/3 @ 100\% F1$, $k = 2/3 @ 30\% F1$
- Diversity: $K = 4/3 @ 60\% F1$
- Clutter data based on the 2001-2006 NLCD database
- Additional tree growth factor of 20 ft



Cochise County Path
Work 3-18-15 Final.d

Proposed new microwave topology is as shown below:

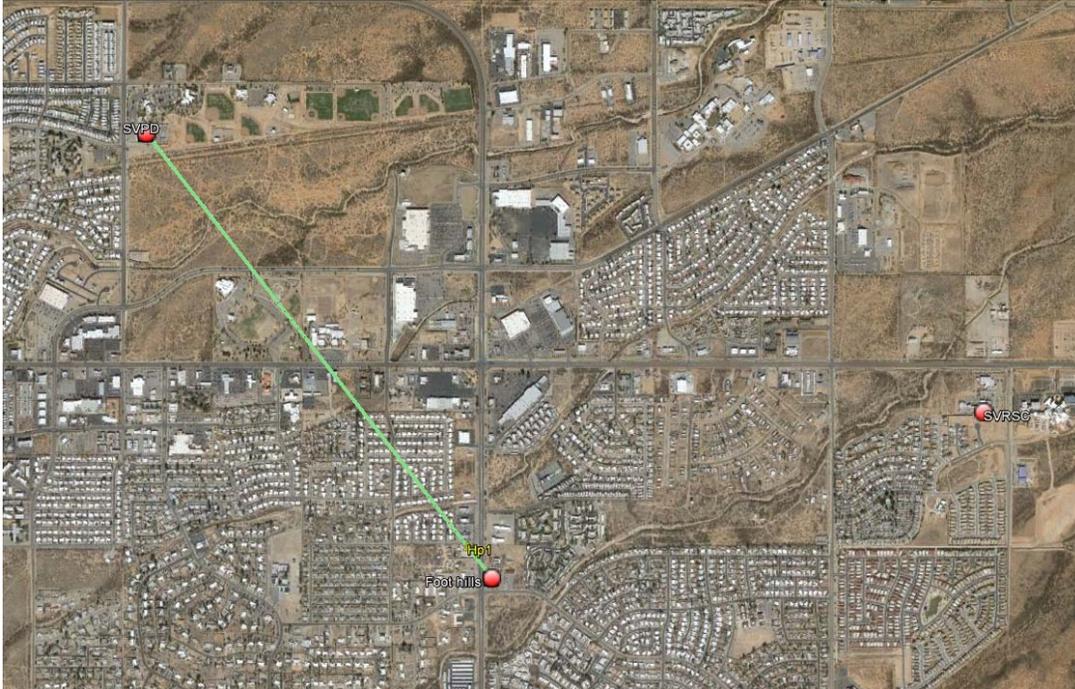


1.4 RELOCATE EXISTING CAMBIUM MICROWAVE:

Proposal also includes the cost to relocate an existing PTP 800 HSB microwave link. Today, this link exists between Sierra Vista Regional Service Center (“SVRSC”) and Sierra Vista Police Department (“SVPD”). The equipment will be moved from SVRSC to Foot Hills site. Microwave dish at SVPD will be realigned to point to Foot Hills Site. Motorola has included FCC frequency co-ordination for this link.

Path	Site name	TR / DR Antenna Size	TR /DR Antenna height (ft)	Radio model	Modulation / Throughput	Path length (mi)
1	SVPD	2 ft	45	PTP 800 ODU 18GHz HP 1+1	256 QAM 177 Mbps	1.561
	Foot Hills	2 ft	20	PTP 800 ODU 18GHz HP 1+1		

Relocated microwave link is as shown below:



1.5 SYSTEM AND EQUIPMENT DESCRIPTION

1.5.1 MNI MICROWAVE Equipment

1.5.1.1 Proteus MX Features

Microwave Networks solution is capable to provide hybrid networks of native TDM and native Ethernet links up to 350 mbps total capacity per channel.

The key significant advantages are:

- 100% Fully Protected. No shared components between main and standby units. No single point of failure
- Forward Error Correction for improved receiver threshold.
- A powerful Transversal Equalizer to provide high tolerance to dispersive fades, and in some configurations, transmit pre-distortion and Trellis Coding for higher overall system gain.
- TDM: up to 32 x DS1 Native, and built in true DS1 path protection
- Ethernet: Up to 4 x 10/100/1000Base-T interfaces (FE/GbE), 1xGbE SFP 1000Base-X (Single Mode or Multi Mode), Auxiliary channels, support up to 10K byte Jumbo Frames.

- Network Management: SNMP based element manager software for integration into other NMS platforms, for comprehensive network management.
- Native IP and Native TDM
- Innovative Quality of Service features
- Integrated L2 Ethernet switch
- 6-350 Mbps per radio carrier
- 2.5-60 MHz channel bandwidth
- 6-38 GHz licensed frequency
- Adaptive Coding & Modulation (ACM)
- Encryption: AES 128/256
- RADIUS

Pay as You Grow- The Pay-as-you-grow model allows you to upgrade your capacity through a license key. There is no need to add new hardware. License keys can be purchased to enable increased capacity or additional features.

1.5.1.2 Proposed Proteus MX Microwave Radio Configuration

The proposed solution consists of Proteus MX 11 GHz and MX 6 GHz, all Indoor configuration, 2+0, Native IP, and optional Native 32 DS1, 4x10/100/1000Base-T interfaces (FE/GbE) in 30 MHz @ 2 x 155 Mbps capacity.

Optional DS1 inputs can be terminated on Telect DSX-1 cross-connect panels. The cross-connect panels provide monitor and circuit interrupting access points for the testing, monitoring, and patching of the DS1 circuits.

See Figures 2 and 3 for a description of the Proteus MX Signal Processing Unit (SPU).

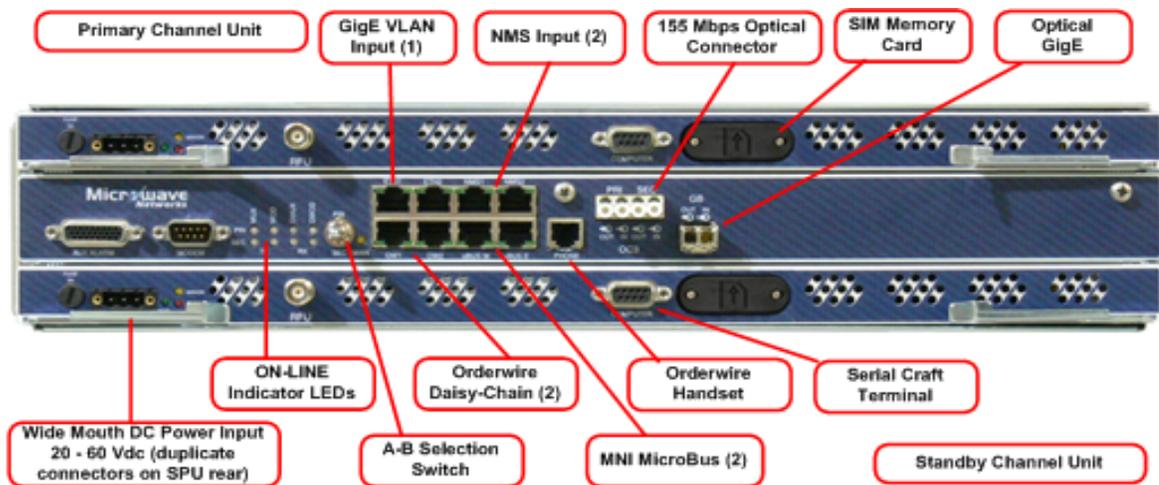


Figure 2- Proteus MX 2+0 Signal Processing Unit - Front





Figure 3- Proteus MX 2+0 Signal Processing Unit - Back

The Proteus MX All Indoor RFU provides high output power up to +33 dBm in a small footprint. The RFU designed to support multiple capacities, frequencies, modulation schemes, and configurations for various network requirements. It operates in the 6 GHz and 11 GHz bands and supports capacities of from 6-350 Mbps.

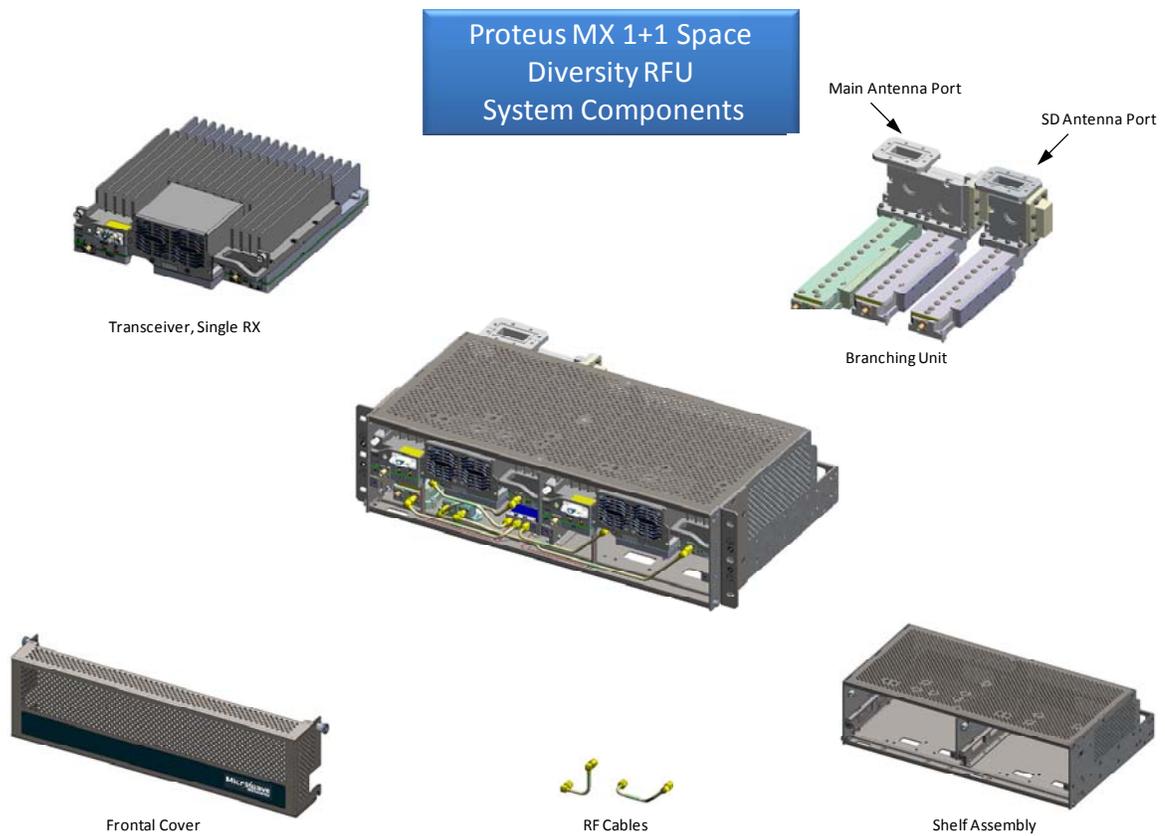


Figure 4 Proteus MX 1+1 Space Diversity Hot Standby Indoor RF Unit

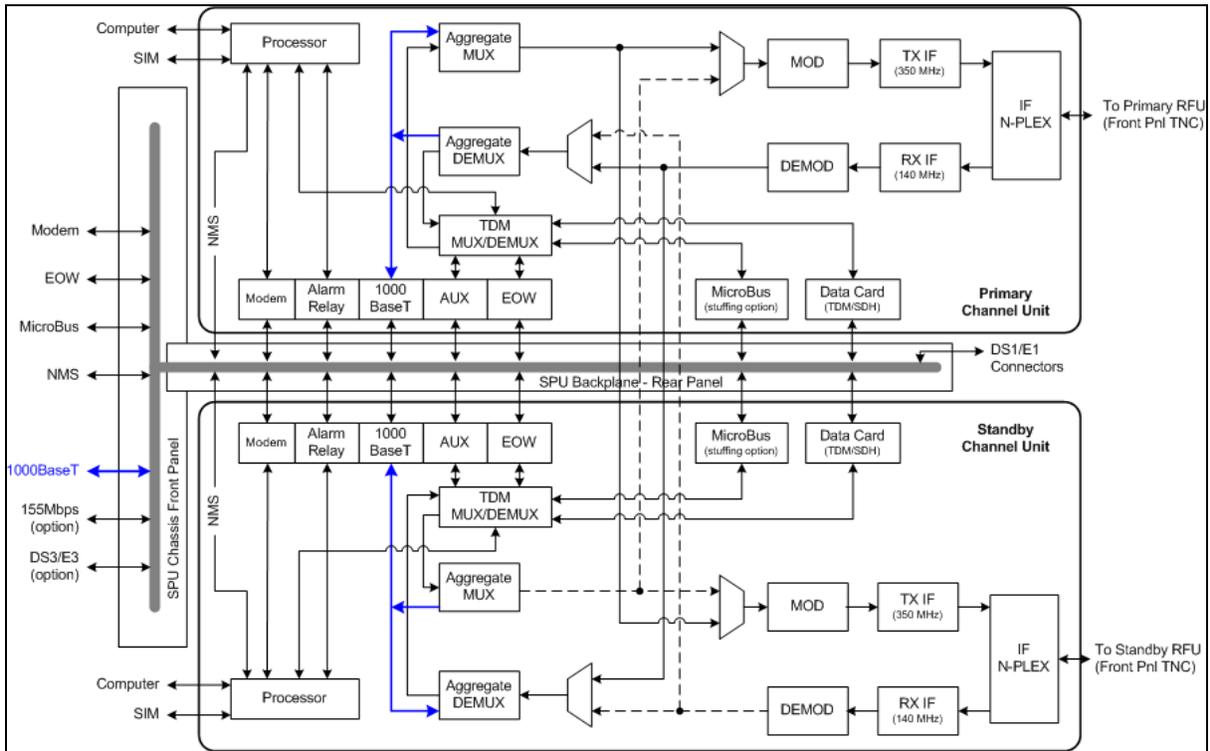


Figure 5 Proteus MX 1+1 Signal Processing Unit Block Diagram

1.5.1.3 Latency

One Way Average Latency

GigE latency	30MHz		30MHz		30MHz		30MHz	
	32QAM 103Mbps		64QAM 134Mbps		128QAM 166Mbps		256QAM 191Mbps	
Frames	Throughput (Mb)	Latency(uS)						
64	120.0	505	156.6	492	193.7	470	224	456
128	111.5	512	146.4	505	180.4	480	209	469
256	107.7	1071	140.6	518	173.4	493	200	479
512	105.0	552	137.6	539	170.2	905	196	494
1024	104.0	604	135.9	580	167.9	549	193	527
1280	104.0	625	135.3	579	167.9	647	193	549
1518	103.1	643	135.3	588	167.1	583	193	571
10000	103.1	1533	134.7	1354	166.3	1214	192	1129

1.5.1.4 Antenna System

The antennas quoted are Andrew Corporation, VHLP and PAR Series antennas with radomes. Andrew VHLP and PAR antennas are FCC Part 101, Category A compliant. Connection to the antennas is accomplished with Andrew elliptical waveguide. Andrew's pressurized, elliptical waveguide is the preferred choice for most microwave antenna feeder systems because it provides excellent electrical characteristics. The waveguide is precision-formed from high-conductivity copper with a corrugated wall for excellent crush strength. It is lightweight, and has good flexibility for ease of handling. Andrew's recommended three (3) point grounding system will be used on all waveguide runs. Flexible CMR to CPR, 24 inch, flex waveguide transitions will be used to connect the waveguide to the radio terminal. This provides for ease of transition, improved aesthetics, and vibration and grounding isolation.



Andrew MT050 Series dehydrators were quoted at all sites for antenna system pressurization. The MT050 Series Automatic Pressurization Dehydrator is designed for reliable pressurization of elliptical waveguide and includes a self contained, completely automated air drying system that utilizes a pressure swing moisture absorption cycle to provide pressurized dry air while continuously purging the collected moisture to the atmosphere. This eliminates the need for replacement or manual reactivation of the desiccant and makes the MT050 Series dehydrators ideal for unattended operation even at remote sites. Shelves to wall mount the dehydrators have also been quoted

1.5.1.5 Spares

A full complement of spares for the Proteus MX radios is included with this proposal.

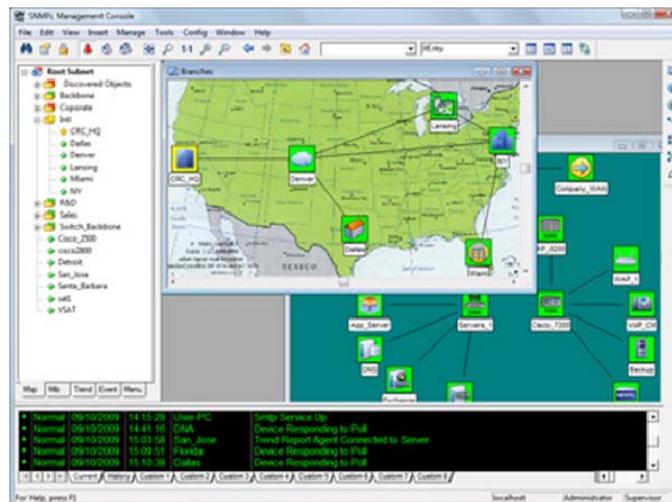
1.5.1.6 SPARCS- Network management System

Our proposal includes two SPARCS NMS Systems. SPARCS is a secure distributed Network Management System which delivers proactive real-time network visibility, administration and management of the Proteus MX radios as well as other SNMP devices such as power supplies, switches, multiplexers and routers.

Key Features:

- Monitors SNMP devices, WAN Links, Servers and Applications
- Internet Protocol Version 6 (IPv6) addressing
- Supports SNMP v1, v2c and secure SNMP v3
- Scalable, Distributed Architecture
- Email/Pager Event Notification
- Integrates with SPARCS web based reporting
- Live/Standby Servers with automatic failover
- Syslog event logging
- Remote Windows and JAVA Consoles
- Automated Network Discovery
- Programming & Scripting Interface
- Runs on Windows OS with modest hardware requirements. Completely open system allowing access to its data from external sources.
- Supports a multi-level hierarchical map. Each hierarchy can represent cities, buildings, or sub-networks. Imported bitmaps of geographic maps or floor plans, along with manual or automatic network placement, lets you create a layout that closely matches the actual network.
- Automatically lay out each map network as a tree, ring, or bus topology. Each map object uses a device specific or user selected icon, and the object color indicates the device status.
- The Map Navigation Tool Window displays the map as a tree for direct selection of objects. The Navigation tree also displays the current alarm status of each subnet to quickly locate failing devices.
- The map window Full Zoom feature automatically moves and zooms the view so that all devices are always visible in the window. The Pan/Zoom feature lets you select a region to zoom into from the complete set of devices in a view.
- Automatic network discovery agents find new nodes on the network and automatically place them on the root Map. Operators can then move the newly discovered node to any sub-map and configure how SNMPc will interact with the node.
- Employs distributed polling agent architecture to provide a high performance solution capable of monitoring networks from several hundred devices to tens of thousands. Remote software and Web based consoles provide network information to everyone who needs it.

- Provides remote access consoles through JAVA or Windows based client software. Each remote user is assigned a security level and unique view of the network based on their user login.
- Security and accountability through support for user audit trails. Any user access to the management platform or configuration changes are tracked and written to a log file. Alerts are automatically generated if an intrusion attempt is detected.
- Alarm events can be configured to automatically Email and or page appropriate service personnel.
- With the Trend Reporting capability, Polling Agents monitor all user-defined report variables for a learning period and calculate a baseline for typical patterns. Thereafter, the Polling Agents compare the actual polled data to the baseline and generate alarms when variables deviate excessively from the baseline. Polling Agents automatically adjust baselines as traffic patterns change. You can also manually configure alarm thresholds for any polled variable.
- Changes the color of map objects and performs other actions based on received events. Event Action Filters select the action to take when an event occurs.
- Automatically export Map Topology, trend statistics and event log entries to industry standard databases for further processing. Use familiar tools such as Microsoft Access to generate customized trend reports.
- Automatically generates scheduled daily, weekly, and monthly statistic reports. Report formats include graph, bar chart, distribution, and summary. They can be exported to a variety of destinations, including printers, files, or a WEB server.
- User defined custom menus directly perform commands without having to select MIB objects. Custom menus can display a MIB table; edit, graph or chart any set of MIB variables; set an SNMP MIB variable; or run an application program.



1.5.1.7 Power System

Our proposal includes Eltek Flatpack S DC redundant rectifiers to provide 48 VDC to the microwave radios and routers the Flatpack S rectifiers have efficiency up to 91%. This high efficiency translates into huge, ongoing AC power savings for the life of the system. The assembly will contain individual DC circuit breaker distribution panel(s), voltage and current continuous metering capabilities, high/low DC voltage disconnect switching and all necessary maintenance and management alarm and control functions. Chargers will be provided in redundant arrangement with units of identical capacity and type working on a load-sharing basis during normal operation. Solid state monitoring by the power board will be continuous and automatic switchover employed in the event of failure of



either unit. Upon switchover the surviving rectifier will be able to carry the entire site load plus growth and provide 24 hour recharge in the event of any loss of AC power.

1.5.1.8 Battery System

For battery backup with up to 8 hour, we are offering the PowerSafe V Front terminal batteries. PowerSafe V Front Terminal batteries are designed using proven gas recombination technology which removes the need for regular water addition by controlling the evolution of hydrogen and oxygen during charging. This technology provides the user with the freedom to use lead acid batteries in a wide range of applications. The minimal level of gas production allows battery installation in cabinets or on stands, in offices or near main equipment, thus maximizing space utilization and reducing battery accommodation costs. The batteries will be rack mounted in EIA standard relay racks for floor space conservation and have been sized to provide four hours of standby operation at full load plus 20% expansion. The DC distribution circuit breaker panels and the main - 48 VDC ground (return) buss will be isolated in this rack as part of the Eltek power board assembly.

1.6 MULTI-PROTOCOL LABEL SWITCHING (MPLS)

1.6.1 Introduction

Motorola recommends a Layer 3 MPLS backhaul for Public Safety radio systems. This section provides details about the benefits of MPLS.

Based on Cochise County's request, Motorola has removed Juniper site routers from all proposed microwave sites. Motorola assumes that County's Cisco network infrastructure is capable of supporting all the requirements mentioned in section 1.2.4 Service Level Agreement.

1.6.2 Summary of Benefits

MPLS provides the ability to divert and route traffic around link failures, congestion, and bottlenecks, ensuring appropriate Quality of Service (QoS), network stability and availability.

- Implementing Traffic-Engineering
 - The ability to control where and how traffic is routed on the network, to manage capacity, prioritize different services, and prevent congestion
- Implementing Multi-Service Networks
 - The ability to deliver data transport services, as well as IP routing services, across the same packet-switched network infrastructure
- Improving network resiliency with MPLS Fast Reroute
- QoS
 - MPLS networks achieve greater Quality of Service: expect a higher standard of service such as reliability, speed, and voice quality
 - MPLS networks are able to assign priorities to the different packets based on what the labels say about that packet.

1.6.3 MPLS Description

The uniqueness of MPLS vs. a regular IP connection is its use of labeling. Voice and data get sent in packets so when those packets are received at the MPLS network, each packet is assigned a label.

1.6.3.1 MPLS Benefits in Detail

Faster Speed: Due to the labeling technology, the speed of performing lookups for destinations and routing is much faster than the standard IP table lookups non-MPLS routers have to perform.

QoS: This is a big one. MPLS networks achieve greater Quality of Service for their customers. Quality of Service (QoS) means exactly that – you can expect a higher standard of service such as reliability, speed, and voice quality. This is for a few reasons, one already mentioned above.

In addition, MPLS networks are able to assign priorities to the different packets based on what the labels say about that packet. Packets with greater priority, voice over data for example, are given more bandwidth allocation. A packet that which is not deemed as high priority is given less. Obviously sending documents online don't need to be assured of the same bandwidth required for someone who wants to have a conversation.

Faster Restoration: MPLS networks are also able to restore interrupted connections at a faster speed than typical networks.

24/7 Monitoring: Another benefit of MPLS is that the network is pro-actively monitored and managed at all times ensuring the extreme reliability and security.

1.6.3.2 Why do organizations elect to implement an MPLS wide area network?

In ninety percent of cases it is down to one thing alone, **Quality of Service (QoS)**. MPLS enables the consolidation of applications onto a single network while providing the mechanism to prioritize the latency of individual applications within Application Classes. Organizations can optimize their Backhaul or wide area network usage based upon the types of applications communicating across it. The number of application classes varies upon the implementation. Each class has a different priority e.g. high priority is for the traffic that requires the lowest latency such as ASTRO or VOIP, medium priority for business critical applications that are not so latency critical and low for those that are unclassified.

An MPLS network offers organizations that need to prioritize mission critical/time sensitive applications a measurable benefit over traditional configurations in terms of performance. Traditionally the latency over the Backhaul/WAN is a combination of the distance and line speed; e.g. A 2 Mb/s line would be lower latency than a 1Mb/s line. With an MPLS based network although the connection bandwidth could still be 2 Mb/s the actual latency for the highest class will be considerably less as the core network bandwidth and router speeds are much greater. If a latency level lower than a traditional line is needed, then an MPLS network should be considered. However, for 99% of the cases, reduced latency is not the reason why an organization selects MPLS. Rather, it is the ability to not increase existing latency levels on time sensitive and mission critical applications by guaranteeing each has sufficient bandwidth.

In the case of ASTRO networks, besides the QoS advantages, MPLS provides the critical fast failover recovery during link failures that is required to prevent outages (site trunking), this is not available in typical routed configurations.

1.6.4 Service level agreement

Motorola's 700MHz and VHF radio communication systems require a high performance, high reliability link transport for site-to-site communications. The transport system is one of the primary enabling technologies for wide area two way radio communications. The performance and reliability of the transport system is vital to the overall performance of the Motorola Radio System.

Motorola's System architecture supports both Ethernet layer 2 and layer 3 backhaul networks. However, Motorola recommends a high availability (at least 99.999% or higher system availability) **layer 3** Ethernet backhaul to support ASTRO 25 Public safety voice traffic. A mix of layer 2 and layer 3 links with in the system is not supported. Also recommended, is an underlying MPLS transport layer with virtual routed private network (*VRPN*) / *L3VPN layer-3* services for ASTRO site links. Motorola supports 802.1p priority. 3 or 4 QOS service levels are recommended with ASTRO voice at highest priority. Motorola will work with Cochise County in mapping ASTRO traffic TOS levels to various TOS/DSCP levels on the customer network. However, Cochise County is responsible for backhaul switch/router configuration based on the recommendations provided by Motorola. Cochise County is responsible for any necessary upgrades to the existing backhaul network. Proposed MNI Microwave links only provide point-to-point Ethernet Bridge.

Motorola highly recommends using reliable routers (like Juniper, Cisco etc.,) at each site for network connectivity. Microwave and radio system design requires 2 routers / separate network interfaces at each site. Some of key performance requirements for Motorola's Radio system traffic are described in the sections below:

1.6.4.1 Ring Convergence and network protection:

In order to maintain wide area trunking feature on sites that utilize Ethernet Site Links, it is imperative that the provided backhaul does not queue or drop any packets from ingress demarcation to egress demarcation for more than the following amount of time (this would be considered a network backhaul outage):

- Repeater Site Links (including IP Trunked Simulcast Prime) : 2 seconds
- IP Trunked Simulcast Sub-Site Links: 800 milliseconds
- MCC7500 Console/NM Dispatch Site Links: 1.2 seconds

1.6.4.2 Performance of backhaul network:

Link Latency

- Trunked repeater site and trunked repeater site/dispatch site: 100ms with a late join constraint: Destination link latency – Source link latency < 85ms
- Dispatch site and Trunked repeater site: 70ms with a late join constraint: Destination link latency – Source link latency < 37ms
- IP trunked simulcast site to IP trunked simulcast site/dispatch site/ASR site and vice versa: 40ms

Jitter

- ASR Site, Dispatch Site or Prime site to Master site:
- In non-simulcast configurations the jitter budget needs to be kept to 20 ms* or less.
- Simulcast remote sub site to prime site to Master site:
- In simulcast situations, the subsite to prime site link can tolerate additional jitter. This link can support an additional 10 ms* or less jitter.

*Jitter limits mentioned above are a 99th percentile value and are based on Y.1541 method of calculation.

Packet Loss

Packet loss is defined per RFC 2680. The specification for end to end packet loss is no more than 0.01%. Packet loss is additive and can be combined among all the link segments.

Committed information Rate

Each proposed microwave link supports 310 Mbps using 2+0 link configuration. Based on 700MHz and VHF system architecture and the proposed microwave ring network topology, Motorola recommends allocating at least **10 Mbps** throughput on each link dedicated for ASTRO traffic.

ASTRO specific Link requirements are below:

1. Link between Dual router Hub site and Dual router ISR site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 528 kbps. MTU Size for Low Priority Traffic: 300. Maximum Audio packet size (High priority traffic): 189
2. Link between Master site and Dual router ISR site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 776 kbps. MTU Size for Low Priority Traffic: 400. Maximum Audio packet size (High priority traffic): 189
3. Link between Dual router Hub site and Dual router Dispatch site with 6 Trunked calls, 6 Conventional calls and 6 Analog Conventional Channels: Minimum Required Link Speed 664 kbps. MTU Size for Low Priority Traffic: 350. Maximum Audio packet size (High priority traffic): 189
4. Link between Master site and Dual router Prime site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 728 kbps. MTU Size for Low Priority Traffic: 400. Maximum Audio packet size (High priority traffic): 189

1.6.5 Design Assumptions

Motorola's proposed solution is based up on the following design assumptions:

- All sites are assumed to have adequate AC power supply and generator back up. However, Motorola has included DC power system with battery backup for up to 8 hrs in this proposal.
- Proposed Microwave links are based on a preliminary path survey performed using software path calculation tools. Also, Motorola used information and pictures from Google Earth to check the viability of the proposed links. The proposed link performance is contingent up on the availability of space on the tower/building and existence of direct Line of Site (LOS) between the proposed dishes. Once awarded, Motorola will perform physical path survey to confirm the link's LOS nature. In case of major design changes due to any reason, a Change Order may be required.
- For the proposed Cambium Network's link migration, Motorola used clutter data based on the 2001-2006 NLCD database to model tree heights in the path. Also, a growth factor of 20ft is considered. In case of major design change due to taller trees in the path, a Change Order may be required.
- Motorola included 15ft obstructions in the path profile to model buildings in the path from Foot Hills site to SVPD Site. In case of major design change due to taller buildings in the path, a Change Order may be required.
- Motorola assumes that the existing 18 GHz PTP 800 microwave equipment at SVRSC and SVPD is in good working condition. However, for any reason if the existing equipment doesn't support the proposed relocation plan and upgrade, then a Change Order may be required.
- Motorola assumes that all sites will be accessible with 4- wheel drive vehicles.
- Cochise county equipment at all sites is assumed to be ready for IP backhaul by the installation start date. Proposed Microwave network doesn't have the capability to carry any DS1s or DS3s (TDM traffic). Also, since there are tower loading issues at some of the sites, Motorola can't install the new links in parallel with the existing links. Hence, Motorola intends to perform one on one replacement of the microwave links. Motorola's preliminary cutover plan indicates site downtime during installation of link # 2,5,11 and 15.
- Motorola has based the equipment list, Statement of Work and associated pricing on the information provided by Cochise County. Should design changes be required due to inadequate

system specification, RF coverage, frequency plan issues, or inter-modulation and interference problems, a Change Order may be required.

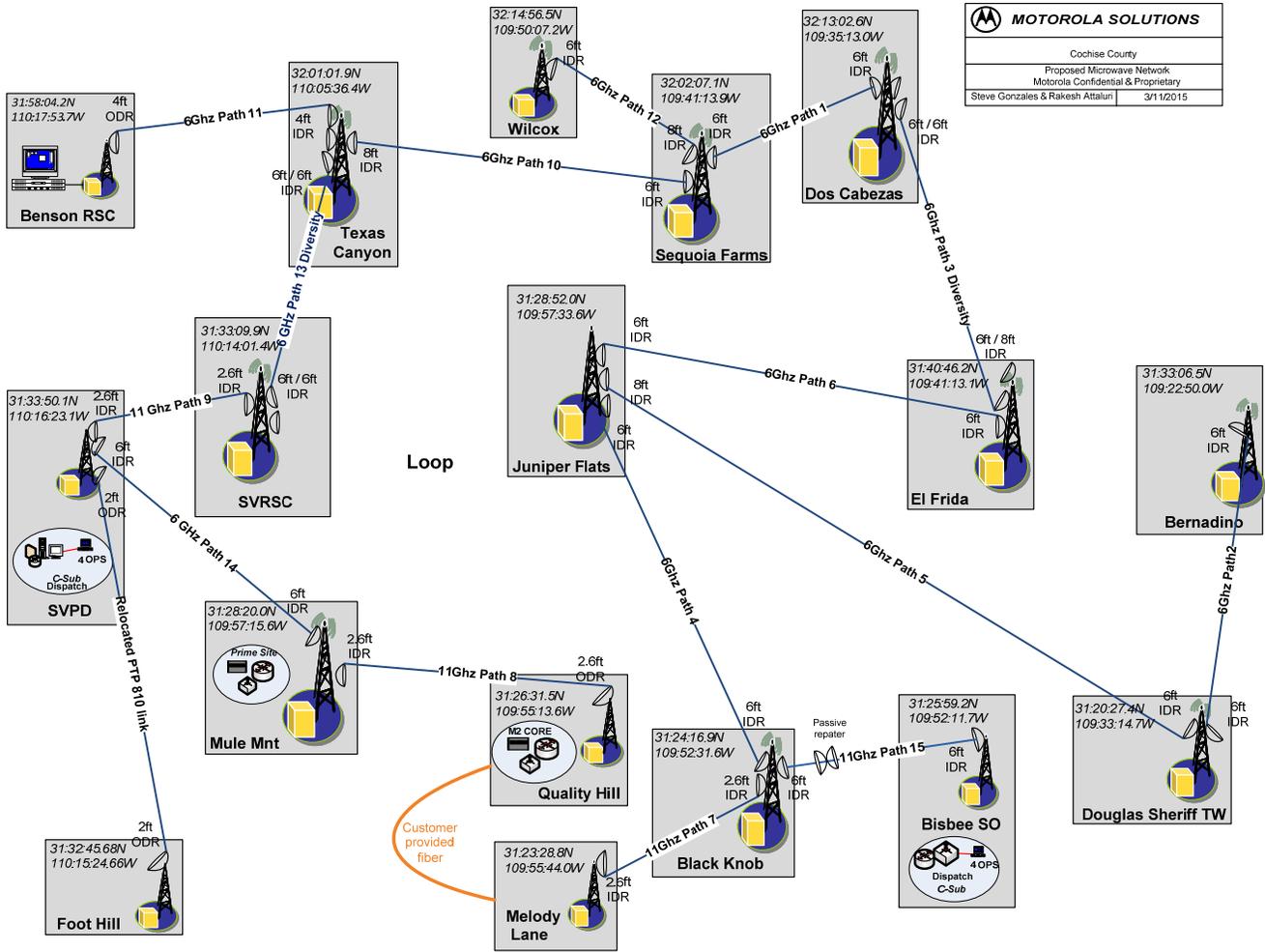
Motorola has not included any allowance for the lease of telecommunications links such as land lines, DDS services, Fiber links, microwave links and the like. Motorola assumes that the installation and recurrent costs of all leased telecommunications links will be met by Cochise County.

- Motorola assumes that suitable radio licenses on suitable frequencies are available for all sites. We assume that these site frequency allocations will be available by the dates specified in the Implementation schedule. If this is not the case then a Change Order may be required.
- Motorola will perform FCC frequency co-ordination for the proposed Microwave links. However, Cochise County is responsible for the FCC application fees.
Motorola assumes that all sites are free from interference from existing installed equipment, and the frequencies Cochise County provides will not cause inter-modulation or desensitization problems. If this is not the case then a Change Order may be required.

1.6.6 Design Demarcation

- Demarcation point for Motorola's proposed solution is the network interface port on the MNI Microwave modem. Cochise County is responsible for connectivity to their existing Cisco Switches/Routers at all sites.

SYSTEM DIAGRAM



EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		Proteus Microwave Radio Terminals
20	J06PE2-155F-YN0-EXBL	Proteus MX, 06 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
3	J06VM1-0000-000--EM04	Proteus MX Microwave Radio 1+0 and 1+0 SD Terminal, 6 GHz, Full Indoor Radio, Non Protected, Gigabit Ethernet Ports, 310 (2 x 155) in 30 MHz Channel
1	J06VM1-0000-000--EM04	Proteus MX Microwave Radio 1+0 and 1+0 SD Terminal, 6 GHz, Full Indoor Radio, Non Protected, w/Opt GigE SM, 310 (2 x 155) in 30 MHz Channel
2	J11PE2-155F-YN0-EXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
2	J11PC2-155F-YN0-EXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0 Repeater, High TX Pwr, Split Mount, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
1	J11PE2-155F-YN0-SXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/Opt GigE SM, ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
1	J06PC2-155F-NN0-EXBL	Proteus MX, 06 GHz Gigabit Ethernet Radio, Hot Standby Protected, High TX Pwr, Split Mount, Licensed for 155 Mbps in 30 MHz Channel
17	9900653-00	Fuse Panel, +/-48/24V
17	8209325-02	2.1 m (7') x 19" EIA Rack and Mount Radio
1	MOTSOLFEE	Motorola System Solution Fee
		Antennas and Installation Accessories for Proteus Microwave Radio Terminals
10	9901352-02	Std. Performance Antenna with radome, DP, Andrew, PARX6-59W-PXA/A, 1.8m, WB 6 GHz
2	9901352-00	Std. Performance Antenna with radome, DP, Andrew, PARX8-59W-PXA, 2.4m, WB 6 GHz
6	99999-MISC	High Performance Integrated Antenna, Andrew, VHLP800-11-6WH, 0.8m, 11 GHz
0	99999-MISC	High Performance Integrated Antenna, Andrew, VHLP4-11-6WH, 1.2m, 11 GHz
16	9900177-03	Standard Performance Antenna with radome, PAR6-59W-PXA, 1.8m, WB 6 GHz, CPR137G
2	9900340-00	Standard Performance Antenna with radome, Andrew, PAR8-59W-PXA, 2.4m, WB 6 GHz, CPR137G
34	9901433-00	Andrew, PM-SU4-63, Universal Pipe Mount, 4.5"x 63"
11	DS39099-90	6 GHz Termination Load
13	8708319-10	Waveguide Kit, 6G, Expandable, Top, NP/HSB, CPR-137F
8	8708319-20	Waveguide Kit, 6G, Expandable, NP/HSB, Intermediate Position
4	8708293-11	Waveguide Kit, Expandable, 6 GHz, SD, Top, SPU-RFU Gap 5 RU
28	MLN6392A	6 GHz, 24" Flex Waveguide Jumper, CMR137 - UG344/U Flanges
2337	9901723-00	Eupen, EU63, Elliptical Waveguide, 5.85-7.125GHz - per foot
52	9901723-01	Eupen, EU63PCCPR137G, Elliptical Waveguide Connector
78	9901723-05	Eupen, GK-S63, Standard Grounding Kit, EU63
26	9901723-04	Eupen, PW63FF137, Pressure Window, EU63
26	9901723-06	Eupen, HG-64, Hoisting Grip, EU63



26	DS3354433	Andrew, Connector Re-attachment Kit, EW63
83	9901723-02	Eupen, BH-63, Butterfly Hangers, EU63
83	9901723-14	Eupen, HK-100-10, Hardware Kit, 3/8"x1"
78	9901723-08	Eupen, TR-SK12, Threaded Rod Support, 3/8"x12"
52	9901721-07	Eupen, AA-SL, Angle Adapters
26	9901723-03	Eupen, BA-63-1A, Waveguide Boot Assembly, EU63
2	8708271-06	Offset Mount Kit, 6 GHz, RM4, 5.90 - 7.125 GHz, RM4 ODU
2	9901515-01	Flexible Waveguide, Andrew, WR137 / CPR137G-CPR137F, 6 GHz, 36" (0.9m)
4	8708295-10	Waveguide Kit, Expandable, 11 GHz, HSB, Top, SPU-RFU Gap 5 RU
4	9520198A00	Flexible Waveguide, Andrew, WR90-CPR90F, 11GHz, 24"
319	9901721-00	Eupen, EU90, Elliptical Waveguide, 10.5-11.7 GHz - per foot
8	9901721-01	Eupen, EU90CPR90G, 11GHz Elliptical Waveguide Connector
12	9901721-02	Eupen, GK-S85, 11GHz Standard Grounding Kit, EU90
4	9901721-04	Eupen, PW90FF90, Pressure Window, EU90
4	9901721-03	Eupen, HG-85, 11GHz Hoisting Grip
4	9900102-00	Andrew, Connector Re-attachment Kit, EW90
13	9901721-06	Eupen, BH-85, Butterfly Hangers, EU90
13	9901723-14	Eupen, HK-100-10, Hardware Kit, 3/8"x1"
12	9901723-08	Eupen, TR-SK12, Threaded Rod Support, 3/8"x12"
8	9901721-07	Eupen, AA-SL, Angle Adapters
4	9901721-05	Eupen, BA-90-1A, Waveguide Boot Assembly, EU90
		Pressurization
13	9900869-02	Automatic Dehydrator, MT050B-81315, 19" rack mount, 3.0–5.0 psig, discrete alarm, 115/230 Vac, auto-detecting
13	9520384A00	Dehydrator Wall Shelf, MT-050 Series
14	DS6600C2	2 Port Gas Distribution Manifold
600	9900837-00	Andrew, LDF2-50, Heliac 3/8" Coaxial Cable, per foot
18	9900838-00	Andrew, L2PNM-HC, N-Male Connector for Heliac 3/8" Coaxial Cable
12	9900832-00	Andrew, 223158, Grounding Kit
12	9900839-01	Andrew, CA-TNRNF-V2, Right Angle Adapter
20	9900842-00	Andrew, 912MCLICK, Hangers for Heliac 3/8" Coaxial Cable
6	9900843-00	Andrew, 252026-10KT, Angle Adapter for Heliac 3/8" Coaxial Cable
20	9900845-00	Andrew, 252028-10KT, Double Stack Hardware
6	9900398-00	In Line N-Connector Surge Suppressor
		SNMPc Based Element Manager System, Customized for Microwave Networks Microwave Radios
1	8708270-00	Extended License (supports Extended License computer with unlimited remote logins and up to 10 polling agents)
		Installation and accessories for SNMP Based Element Manager System (Option)
1	9999-COMPUTR	Computer with licenses and monitor (Dell XPS-1A or similar, with Intel® Core™2 Duo, E6550, 2GB2 Dual Channel DDR2 SDRAM at 667 MHz, 20 inch widescreen display)
1	99999- NETHELAPP	Network Health App

2	NHMA	Two (2) iPads for mobile access to NHMA (One per Spares Depot)
		Spare Modules for Proteus Microwave Radio Terminals
		Note: Existing MX 6 GHz radios at Black Knob and Bisbee to be used as All Indoor spares
1	649-010-60055-xx	RFU RR1 Transceiver Module, Proteus MX, 11GHz
1	99999-MISC	RFU RR1 Space Diversity Transceiver Module, Proteus MX, 6GHz
1	636-11TRTR-0xx11-6000	ODU, MX/M/L, RMH, High Power, with Circular Interface, 11GHz, Tx Low, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
1	636-11TRTR-1xx11-6000	ODU, MX/M/L, RMH, High Power, with Circular Interface, 11GHz, Tx High, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
1	DS241122.105	Flatpack S Rectifier, 1000W (Spare)
1	634-06TRTRxP-xx11-6100	ODU, MX/M/L, RM4, Standard Power, with Rectangular Interface, 06GHz, Tx High, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
		Power Systems
16	DSCTOM0402008	FLATPACK S POWER SYSTEM FRONT/REAR WIRE 80AMP MAX, -48 Vdc, 2RU, Dual AC, 2Pos, 10 pos breaker, 2 LVBD, Smartpack Contrlr
		Battery Systems
5	9900214-00	62 AH Battery, -48 VDC
7	99999-MISC	92 AH Battery, -48 VDC
3	99999-MISC	130 AH Battery, -48 VDC
18	99999-MISC	Battery tray
		Cambium Equipment
1	DSWB3659	FCC M/W FREQ COORDINATION SERVICE
8	DS01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
2	DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
1	Ds30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER
2	DSWB3542	PTP800 MODEM CAPACITY CAP - 100 MBPS (PER UNIT)
2	DSWB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
2	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
2	DSN000081L006	TNC MALE RIGHT ANGLE FOR CNT-400 BR
6	DSJ4859C	HP PROCURVE GIGABIT LX-LC MINI-GBIC

STATEMENT OF WORK

4.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to Cochise County, (“Customer”) and the tasks to be performed by Motorola Solutions, Inc. (“Motorola”), its subcontractors, and by Customer, in order to implement fifteen hops of 6 GHz and 11 GHz Proteus MX microwave as detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and Customer. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

4.2 THE MOTOROLA TEAM

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.

The Motorola SI group assembles a team for each project to fulfill customer specific requirements. The Motorola SI group and Customer team members will form a partnership dedicated to addressing Customer’s needs.

4.2.1 Motorola Project Manager

The Project Manager has full responsibility for the successful completion of the implementation life cycle from start to finish. The tasks of the Project Manager include, but are not limited to, the following:

- Act as main point of contact between Customer Project Manager and Motorola resources throughout the entire project Lifecycle.
- Full responsibility for supervising and coordinating day-to-day activities, deliverables, and milestone completions. Management of project Lifecycle requires periodic job site visits by the Project Manager at which time he/she will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Inspect site to ensure readiness for receiving and installing of site equipment.
- Inspect and maintain inventory of all received equipment to insure total delivery.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.



- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth with the Customer.
- Schedule and participate with Customer in progress review meetings as deemed necessary throughout the project Lifecycle.
- Resolve deviations from the Project Schedule.
- Coordinate closely with Customer's Project Manager any needed interruptions to the existing system during implementation of the new system.
- Provide timely responses to issues related to project progress raised by the Customer Project Manager.
- Review and administer change control procedures with Customer Project Manager.

4.2.2 Motorola System Engineer

The Project Engineer has full responsibility for system design and performance and will work closely with Microwave Networks (MNI) engineers throughout the project. The Project Engineer's primary responsibility is to ensure the technical integrity of the system design to contract throughout the entire project life-cycle. The Project Engineer's other tasks include:

- Development of system installation documents (i.e. equipment list or bill of materials, system level, and floor and rack-up drawings).
- Define the Customer's communication needs, design the preliminary system and participate in the Detailed Design Review to finalize and confirm the system design to meet the Customer's requirements.
- Define Motorola and Customer demarcation points.
- Define technical requirements for interfacing with Motorola supplied equipment.
- Develop system channel plan.
- Complete the process of defining, documenting, and acquiring the Customer's approval of system programming and configuration.
- Responsible for the process of defining, documenting and executing functionality acceptance testing once the system is field installed.
- Develop and oversee execution of system acceptance tests and cutover plan that will balance the Customer's needs and approval with installation logistics.
- Provide systems and network engineering support throughout the implementation life-cycle

4.2.3 Motorola System Technologist

The System Technologist has the primary responsibility as the "hands-on" system expert. The System Technologist's tasks include:

- Work with the Project Engineer to ensure the integrity of the design during system installation, programming, optimization, and testing.
- Perform final system link testing and acceptance testing.

4.2.4 Motorola Customer Support Manager

The Customer Support Manager establishes the maintenance and service support program throughout the warranty and post-warranty periods. Other tasks include:

- Coordinates Motorola service support resources to enhance the quality of service delivery and to ensure the Customer's satisfaction over the life of their communication's system.

- Oversee the execution of the Customer's support contract (maintenance or warranty).
- Serves as the single point of contact for service issue resolution and escalation.

4.2.5 Canyon State Wireless

Canyon State Wireless is a Motorola Service Specialist. Canyon State Wireless, under subcontract to Motorola, will provide:

- Installation of all Motorola provided equipment.
- Relocation of the existing PTP 800 HSB microwave link from SVRSC to Foot Hills site.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom
- Ongoing on-site 1st level support during 1st year warranty.

4.2.6 Microwave Networks Inc

Microwave Networks Inc (MNI) is a Motorola Systems Integration Partner. MNI, under subcontract to Motorola will perform the design, staging, configuration, optimization, acceptance testing, and system documentation of the microwave network.

4.3 GENERAL RESPONSIBILITIES OF MOTOROLA AND CUSTOMER

4.3.1 Motorola's General Responsibilities

- Conduct project kickoff meeting with Customer to review project design and finalize requirements.
- Perform the installation of the Motorola-supplied equipment.
- Schedule the implementation in agreement with Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
 - Provide Customer with the appropriate system interconnect specifications.
 - Define link specifications for each link required for the proposed system.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Customer for review.
- Resolve any punch list items before Final System Acceptance.
 - Motorola is not responsible for bringing Customer facilities to R56-compliant guidelines. Motorola will install the proposed equipment abiding by R56 guidelines, ensuring proper surge protection and grounding within 10 feet of the Motorola provided equipment.



4.3.2 Customer General Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Customer's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all Customer's vendors or other contractors.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space and desk space (including desk furniture, as needed) for the System equipment at the remote sites and dispatch centers.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.

4.3.3 Engineering Design Assumptions

- All sites are assumed to have adequate AC power supply and generator back up. However, Motorola has included DC power system with battery backup for up to 8 hrs in this proposal.
- Proposed Microwave links are based on a preliminary path survey performed using software path calculation tools. Also, Motorola used information and pictures from Google Earth to check the viability of the proposed links. The proposed link performance is contingent up on the availability of space on the tower/building and existence of direct Line of Site (LOS) between the proposed dishes. Once awarded, Motorola will perform physical path survey to confirm the link's LOS nature. In case of major design changes due to any reason, a Change Order may be required.
- For the proposed Cambium Network's link migration, Motorola used clutter data based on the 2001-2006 NLCD database to model tree heights in the path. Also, a growth factor of 20ft is considered. In case of major design change due to taller trees in the path, a Change Order may be required.
- Motorola included 15ft obstructions in the path profile to model buildings in the path from Foot Hills site to SVPD Site. In case of major design change due to taller buildings in the path, a Change Order may be required.
- Motorola assumes that the existing 18 GHz PTP 800 microwave equipment at SVRSC and SVPD is in good working condition. However, for any reason if the existing equipment doesn't support the proposed relocation plan and upgrade, then a Change Order may be required.
- Motorola assumes that all sites will be accessible with 4- wheel drive vehicles.
- Cochise county equipment at all sites is assumed to be ready for IP backhaul by the installation start date. Proposed Microwave network doesn't have the capability to carry any DS1s or DS3s (TDM traffic). Also, since there are tower loading issues at some of the sites, Motorola can't install the new links in parallel with the existing links. Hence, Motorola intends to perform one on one replacement of the microwave links. Motorola's preliminary cutover plan indicates site downtime during installation of link # 2,5,11 and 15.
- Motorola has based the equipment list, Statement of Work and associated pricing on the information provided by Cochise County. Should design changes be required due to inadequate system specification, RF coverage, frequency plan issues, or inter-modulation and interference problems, a Change Order may be required.

Motorola has not included any allowance for the lease of telecommunications links such as land lines, DDS services, Fiber links, microwave links and the like. Motorola assumes that the installation and recurrent costs of all leased telecommunications links will be met by Cochise County.

Motorola assumes that suitable radio licenses on suitable frequencies are available for all sites. We assume that these site frequency allocations will be available by the dates specified in the Implementation schedule. If this is not the case then a Change Order may be required.

- Motorola will perform FCC frequency co-ordination for the proposed Microwave links. However, Cochise County is responsible for the FCC application fees.
Motorola assumes that all sites are free from interference from existing installed equipment, and the frequencies Cochise County provides will not cause inter-modulation or desensitization problems. If this is not the case then a Change Order may be required.

4.4 SITE DEVELOPMENT/SITE PREPARATION

Customer shall be responsible for all civil work and site improvements that are not specifically listed as a Motorola responsibility. This work must be completed prior to the start of equipment installation.

Motorola Responsibilities

- Provide electrical and power requirements for Motorola provided equipment.
- Provide heat load for Motorola provided equipment.
- Provide equipment rack drawings and layout for the Customer space planning.

Customer Responsibilities

- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide towers or antenna mounting structures, structural analysis of existing towers, and antenna mounting locations in accordance with approved design.
- Supply adequately sized electrical service and emergency backup generator including the installation of conduit, circuit breakers, outlets, etc., at each equipment location within reach of AC line cords (typically 6-8').
 - Motorola has provided a soft-wire, rackmount, uninterruptible power supply (UPS) to provide approximately 30 minutes run time for supplied equipment at each location.
- Supply interior building cable trays, raceways, conduits, and wire supports to provide for obstruction-free area for the cable run between equipment locations.
- Provide coaxial wall feedthrough and wall/roof penetrations as required.
- Provide adequate HVAC, lighting, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56).
- Provide floor space and desk space for the system equipment at the Customer provided facilities. Each rack shall be provided a minimum 24-inch x 24-inch footprint with a 36-inch clearance in the front and back.
- Ceiling height should be a minimum of nine feet and cable tray heights should be a minimum of eight feet in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide grounding system that meets Motorola's Standards and Guidelines for Communication Sites (R56) and supply a single point system ground, of five ohms or less, to be used on all equipment supplied under the Contract.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as required.
- Complete all Customer deliverables in accordance with the approved project schedule.

Completion Criteria

- All sites are ready for equipment installations in compliance with Motorola's Standards and Guidelines for Communication Sites (R56).

4.5 SITE READINESS SURVEY

Prior to starting any equipment installations, Motorola and Customer shall conduct a site readiness review at each site to examine existing work, or work performed by others, that is required to support the new radio system. The site readiness review documents any conditions that will prevent start of equipment installation work to be performed by Motorola. Customer shall be responsible for correcting any deficiencies found during the site readiness review affecting personnel or equipment safety prior to system installation. Site readiness survey shall include at a minimum the following:

- Document actual site conditions and proposed equipment locations as compared to design and implementation assumptions.
- Review work performed by others, and identify work necessary to be completed prior to start of equipment installations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).
- Prepare Site Readiness report per site consisting of all above reported findings.

4.6 IMPLEMENTATION SERVICES

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

The installation pricing assumes that existing building facilities have sufficient heating, ventilation and air conditioning (HVAC), space, necessary power and back-up power, along with required cable routing facilities and penetrations to interconnect the hardware. Facility improvements have not been included in this proposal.

4.7 PROJECT LIFECYCLE PHASES AND RESPONSIBILITIES

Based on many years of experience, Motorola has developed a project implementation methodology that identifies major project phases—Contract/Project Initiation (Award), Detailed Design Review, Order Processing, Manufacturing and Staging, Installation, System Optimization, Acceptance Testing, and Project Finalization. Each phase follows a Work Breakdown Structure (WBS) that clearly identifies the work to be performed during this project.

Throughout the duration of this project, Motorola will provide the equipment and services within each applicable phase as described within this proposal. Detailed descriptions of the specific tasks associated with the individual phases are contained in the following sections.

4.8 CONTRACT

4.8.1 Contract Award (Milestone)

- Customer and Motorola execute the contract; both parties receive all the necessary documentation.

4.8.2 Contract Administration

Motorola Responsibilities

- Assign a Single Point of Contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Customer.

Customer Responsibilities

- Assign a Single Point of Contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Customer is responsible.

4.8.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Customer.
- Review the resource and scheduling requirements with Customer.
- Review the Project Schedule with Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Customer), meetings, reports, milestone acceptance, and Customer's participation in particular phases.

Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Review Motorola and Customer Responsibilities.

4.9 CONTRACT DESIGN REVIEW (CDR)

4.9.1 Review Contract Design

Motorola Responsibilities

- Meet with Customer project team (This may be combined with the project kickoff meeting.)
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.

- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Customer-supplied link(s) and external interfaces (Customer is responsible for supplying links).
- Conduct site evaluations, if not previously conducted, to capture site details of the system design and to determine site readiness.

Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Provide documentation on existing networks, equipment, and wiring diagrams as required to facilitate the interface and wiring plan for the provided equipment.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.9.2 Design Approval (Milestone)

- Customer executes a Design Approval milestone document.

4.10 ORDER PROCESSING

4.10.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities

- Approve shipping location(s).

4.11 MANUFACTURING AND STAGING

4.11.1 Manufacture and Procure Equipment



Motorola Responsibilities

- Manufacture the Motorola equipment per final design.
- Procure any 3rd party equipment per final design.

Customer Responsibilities

- Procure Customer supplied equipment meeting Motorola specifications when applicable.

4.11.2 Stage System

Motorola Responsibilities:

- MNI will perform factory staging and testing of the microwave network prior to shipping to the field

Customer Responsibilities:

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

4.11.3 Perform Staging Acceptance Test Procedures

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.
- Perform Factory Acceptance Test Plan.

Customer Responsibilities:

- Attend Factory Acceptance Testing if desired.
- Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing. Completion Criteria:
- Approve Factory Acceptance Testing.

4.11.4 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

4.11.5 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

4.12 SYSTEM INSTALLATION

Work described in this section is to be performed at Customer's site locations. Site work will be performed in a progressive and contiguous manner without work stoppage due to non-Motorola related tasks. All additional mobilizations, beyond the initial one, that are not directly caused by Motorola, its subcontractors or Motorola provided equipment, will require a Change Order prior to the additional mobilizations.

4.12.1 Microwave Subsystem

Motorola will install and commission fifteen (15) hops of 6 GHz and 11 GHz Proteus MX radios as detailed in the System Description and Equipment List.

Motorola Responsibilities

Install the microwave subsystem in accordance with the approved design documents and equipment list in provided shelter and tower space.

- Perform Transmission and System Engineering.
- Perform Path Survey.
- Perform Frequency Coordination and file PCN.
- Prepare Frequency Coordination Applications.
- Provide transportation for equipment and materials from Microwave Networks factory to the final destination. - Freight charges per terms of Purchase Order.
- Deliver all proposed equipment to the site locations from the local Customer warehouse and inventory for discrepancies.
- Furnish and install antenna Pipe Mount(s).
- Install all antenna and transmission line.
- Install Wall Feed-Thru's for waveguide Transmission line.
- Install chargers.
- Furnish and install DC Power and Ground wiring to Microwave Networks provided racks per specifications.
- Label DC breakers / fuses and newly installed wiring.
- Install cable and test all radio and auxiliary equipment proposed.
- Install and test Order Wire.
- Install and test Alarm master.
- Verify alarm system database is functional.
- De-Installation of existing Microwave Networks radios, waveguide, antennas and power system (15 radio racks and 32 antennas). Includes battery and waveguide disposal
- Relocate an existing PTP 800 HSB microwave link. Today, this link exists between Sierra Vista Regional Service Center ("SVRSC") and Sierra Vista Police Department ("SVPD"). The equipment will be moved from SVRSC to Foot Hills site. Microwave dish at SVPD will be realigned to point to Foot Hills Site. Motorola has included FCC frequency co-ordination for this link.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom.



Microwave Installation Demarcation Point

Demarcation point for Motorola's proposed solution is the network interface port on the MNI Microwave modem. Cochise County is responsible for connectivity to their existing Cisco Switches/Routers at all sites.

Customer Responsibilities

- Provide suitable openings, channels, or ducts for cables and conductors for routing from floor-to-floor and from room-to-room.
- Furnish and install Waveguide Bridge.
- Furnish and install Waveguide Messenger.
- Provide AC power and breakers as required.
- Furnish and install adequate AC receptacle within 6 feet (2 meters) of the battery charger rack.
- Furnish & Install D66 block or similar and connect to the alarm remote, to terminate alarms at each site.
- Provide mounting mast at Quality Hill.
- Provide transportation to any site not accessible by 4-wheel drive vehicles.

4.12.2 Equipment Installation Complete

- Motorola provided equipment installations completed and accepted by Customer.

4.12.3 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Customer.

4.13 SYSTEM OPTIMIZATION

4.13.1 Optimize System

Motorola Responsibilities

- Perform the console programming, based on the console templates designed and approved during the CDR phase.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Setup the consoles to perform the dispatching operation.

Customer Responsibilities

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

4.13.2 Optimization Complete

- System optimization is completed. Motorola and Customer agree that the equipment is ready for acceptance testing.

4.14 TRAINING

4.14.1 Perform Training

Additionally, Motorola included on-site training for up to 6 students in the proposed solution.

Motorola Responsibilities:

- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

Customer Responsibilities:

- Attend training classes.
- Provide access to equipment and facilities for a suitable training environment.

4.15 AUDIT AND ACCEPTANCE TESTING

4.15.1 Perform Functional Acceptance Testing

Motorola Responsibilities

- Motorola will run an Ethernet link test (Ping test and Y.1564 Suite-1) on all 15 new Microwave links for at least 24 hrs. The links will be tested for CIR of up to 310 Mbps.
- Radio system testing is not included in the proposed scope. End to end Ethernet connectivity testing through Cisco Network equipment for radio system application is not included in the proposed scope.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Completion Criteria

- Successful completion of the functional testing.
- Customer approval of the functional testing.

4.15.2 System Acceptance (Milestone)

- Customer approves the completion of all the required tests.
- Warranty Commences.

4.16 FINALIZE

4.16.1 Cutover

Motorola Responsibilities:

- Motorola and Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

Completion Criteria:

- Successful migration from the old system to the new system.

4.16.2 Resolve Punch list

Motorola Responsibilities

- Resolve Motorola assigned punch list items as part of Final Acceptance.

Customer Responsibilities

- Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).
- Resolve Customer assigned punch list items.

4.16.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post warranty support, included in the Warranty/Post Warranty section of this document.

Customer Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

4.16.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System Level Diagram.
 - Site Equipment Rack Configurations.

- ATP Test Checklists.
- Equipment Inventory List.
- Console Programming Template
- Operator, Product Manuals

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities

- Receive and approve all documentation provided by Motorola.

4.16.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Customer.

4.17 PROJECT ADMINISTRATION

4.17.1 Project Status Meetings

Motorola Responsibilities

- Motorola Single Point of Contact, or designee, will attend all project status meetings with Customer, as determined during the CDR.
- Meetings may be via teleconference or at Customer location depending on the phase of the project and agenda requirements.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

4.17.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.



4.17.3 Change Order Process

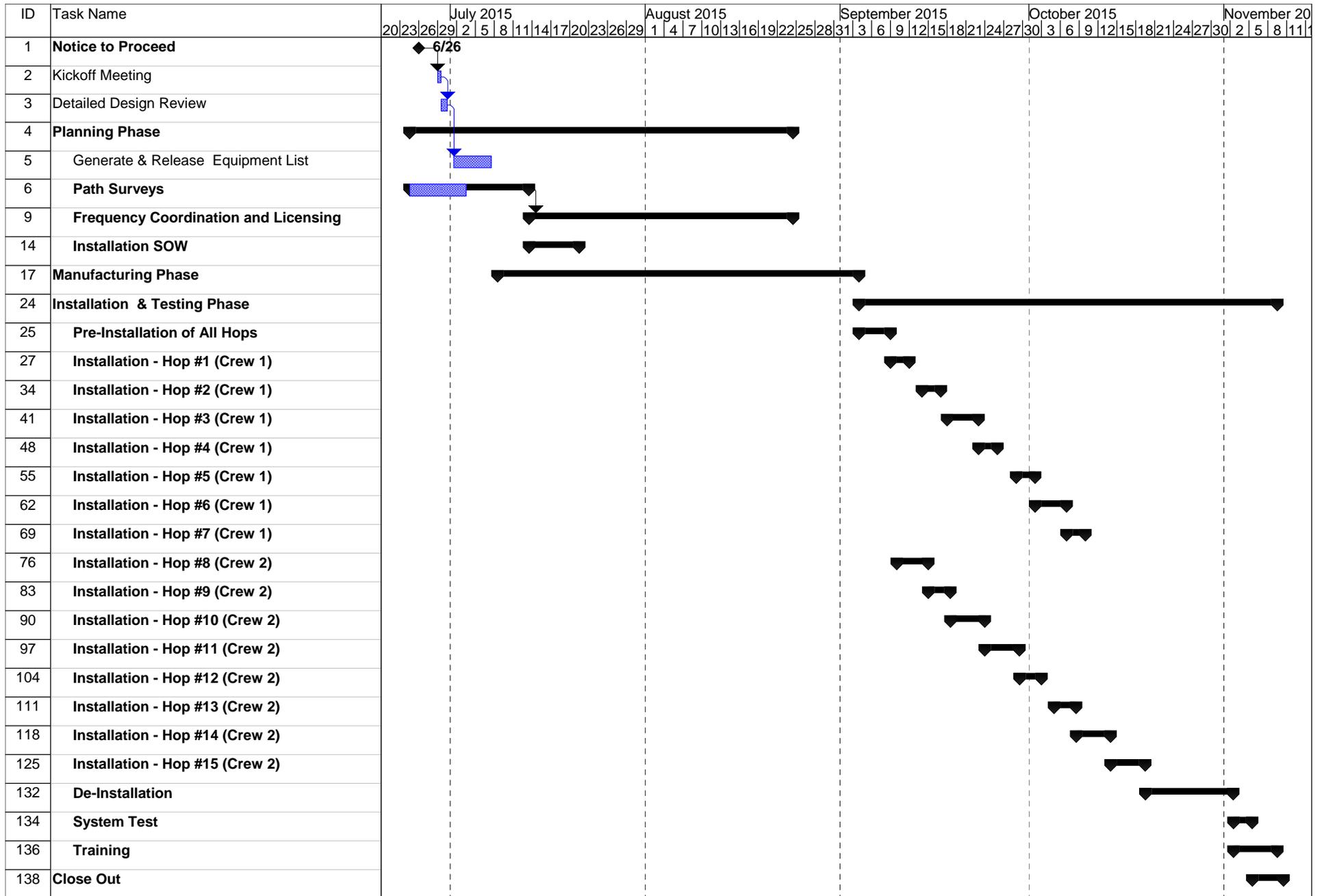
Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



PROJECT SCHEDULE

Project Schedule is included on the pages that follow.





Cochise County MW - Preliminary Schedule	Task		Milestone	◆	Manual Task	◇
	Critical Task		Summary	▬		

TRAINING PLAN

A detailed training course is included for the Proteus MX. Proteus MX training is for up to six students and includes 3 days for radios and NMS system. The training will be conducted by a certified factory instructor. Course content covers documentation, test procedures, system equipment, and practical hands-on experience, with individual attention to each student. In addition, students have extensive use of the instruction manuals, which includes diagrams, factory test records and supplemental documentation.

Training is hands-on. In fact, Microwave Networks trainers ask your engineers and technicians to troubleshoot equipment during training. Your staff gains practical experience, knowledge, and confidence. In addition, students receive training in documentation, including block and schematic diagrams, factory test records, and as-built documentation.



Proteus Microwave Radio Course Syllabus

Objective: Provide the customer microwave network support personnel with the necessary knowledge and skills required to install, maintain, troubleshoot, repair and align the Proteus Series Microwave Radios.



Figure 1 Troubleshooting Techniques



Figure 2 Radio Configuration Tools

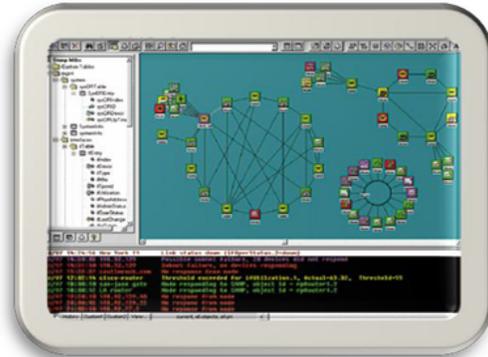


Figure 3 Network Management System



Figure 4 Radio Status and Alarm Monitoring

Prerequisites:	A working knowledge of Electronics, FM Theory, and Basic Logic Circuits. Knowledge of digital electronics would be helpful, but an introduction to Microwave Radios is included at the beginning of the course.
Products	Proteus Family of Radios: M, MX, MX-T, MX, LX, MX-D, OIP, UMX, E-Band and S3
Course Location	Courses Available onsite or at the Microwave Networks Corporate office located: 4000 Greenbriar Stafford, Texas 77477
Course Duration:	3 days, 9:00A.M. To 4:00 P.M.

Proteus Microwave Radio Course Syllabus								
Course Content:	Digital Microwave System Overview							
	<ul style="list-style-type: none"> - Radio Basics - Propagation - Frequency Planning - Link Engineering - Antennas - Technical Parameters - System Engineering - Digital Microwave Systems - Performance - Protection and Diversity - Modulation 							
	Proteus Series Microwave Radio							
	<table border="1"> <tr> <td rowspan="3">Radio Description</td> <td>Signal Processing Unit <ul style="list-style-type: none"> - Chassis - SPU Circuit Boards - SPU Front Panel - Power Supply Module - Line Interface </td> </tr> <tr> <td>RF <ul style="list-style-type: none"> - Indoor RF Unit (RFU) - Outdoor Unit (ODU) - Antennas - Connectors </td> </tr> <tr> <td>Interconnect Cables <ul style="list-style-type: none"> - IDU to ODU/RFU - SPU Cables </td> </tr> </table>	Radio Description	Signal Processing Unit <ul style="list-style-type: none"> - Chassis - SPU Circuit Boards - SPU Front Panel - Power Supply Module - Line Interface 	RF <ul style="list-style-type: none"> - Indoor RF Unit (RFU) - Outdoor Unit (ODU) - Antennas - Connectors 	Interconnect Cables <ul style="list-style-type: none"> - IDU to ODU/RFU - SPU Cables 			
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IF Conversion and Multiplexing								
RF Conversion								
AES Encryption								
VLAN								

Proteus Microwave Radio Course Syllabus		
	Protection Switching	Hot-Standby (Protected) Configuration <ul style="list-style-type: none"> - Reverse Channel Switching - Space Diversity Switching
		Ring Protection <ul style="list-style-type: none"> - Ethernet Rapid Ring Protection - DS1 SHARP (Self-Healing Alternate Route Protection)
	Guaranteed Specifications	Specification Sheets
		Reliability <ul style="list-style-type: none"> - Switchover: Transmit and Receive - Automatic Power Control (APC) - Adaptive Code Modulation (ACM) - Forward Error Correction (FEC)
		Flexibility <ul style="list-style-type: none"> - Change of Protection - Change of Frequency - Upgrade of Capacity
	Installation	Cautions <ul style="list-style-type: none"> - Location - Environment - Grounding
		Hands-on <ul style="list-style-type: none"> - Assembling and installing the Cable (SPU to ODU) - Mounting the SPU <ul style="list-style-type: none"> - Connecting Power - Connecting Tributaries - Connecting Network Management - Connecting Auxiliary Interfaces - Installing the ODU <ul style="list-style-type: none"> - Mounting Assembly - Antenna - Outdoor Unit - Coaxial Cable or Elliptical Waveguide
	Radio Management	Interfaces <ul style="list-style-type: none"> - RS232- serial connection - NMS-RJ-45 Ethernet Interface
SNMP <ul style="list-style-type: none"> - SNMP Management Application - Management Information Base (MIB) 		

Proteus Microwave Radio Course Syllabus		
		IP Addressing <ul style="list-style-type: none"> - Basics on Binary - IP Structure - Subnetting
		Element Manager <ul style="list-style-type: none"> - Element Manager Graphics - Key Features - System Requirements - Basic Operation <ul style="list-style-type: none"> - Polling - Alarms - Element Manager Menus
		Craft Terminal Command Line Interface (CTI) <ul style="list-style-type: none"> - Character Based - Menus
	Commissioning	Powering
		ODU Alignment
		Configuring <ul style="list-style-type: none"> - ODU <ul style="list-style-type: none"> - Setting TX and RX Frequency - Setting TX Power Output - SPU <ul style="list-style-type: none"> - Setting Capacity - Setting Tributaries
		Verifying Operation
		SPU Components <ul style="list-style-type: none"> - Replacing Cards - Replacing Power Supply Board and Fuse - Upgrading Radio Payload Configuration and Capacity
	Maintenance	Outdoor Unit
		PMIs <ul style="list-style-type: none"> - Monthly - Semi-Annual - Annual
		Troubleshooting
		Summary

WARRANTY AND MAINTENANCE PLAN

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

7.1 THE MOTOROLA SERVICE DELIVERY TEAM

7.1.1 Customer Support Manager

Your Motorola Customer Support Manager (CSM) provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The CSM is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

7.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

7.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center depending on the selected service package:

- Network Monitoring.
- Dispatch Service.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

- Infrastructure Repair with Advanced Replacement.
- Technical Support.

7.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming and scheduled preventive maintenance tasks for site standards compliance and operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

7.2 PROPOSED SUPPORT PLAN

7.2.1 Motorola Services

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the warranty services, Motorola will provide at no charge during the Warranty Period above-warranty services as generally described below. A full description and Statement of Work describing the services that will be provided are available upon request. After the Warranty Period, these services may be purchased under a separate maintenance agreement.

7.2.1.1 Dispatch Service

Motorola's System Support Center (SSC) is the single point of contact for all service issues. With Dispatch Service, one phone call to the SSC and the system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive on location within hours to diagnose and restore the communications network. Once the issue has been addressed the SSC verifies resolution and, with customer approval, closes the case. Activity records are also available to provide comprehensive history of site performance, issues, and resolutions.

7.2.1.2 First Echelon On-Site Support: Point-to-Point Microwave

Motorola First Echelon On-Site Support will be added to supplement Microwave Networks' factory warranty. This provides local, trained and qualified technicians to work with the original equipment manufacturer to diagnose and restore your communications network. The field technicians restore the system by performing first level troubleshooting on site. Response will be provided 24x7.

On-Site Support assumes access by standard 4-wheel drive vehicles. Customer must provide transportation to non 4-wheel drive accessible sites.

7.2.2 Post Warranty Services

As Motorola's continuing commitment to supporting your system, post warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit you because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.



7.3 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Cochise County Support Plan	Warranty	Year 2	Year 3	Year 4	Year 5
MNI Commercial Warranty Telephone/Technical Support/Depot Repair	✓	Factory extended warranty ✓			
Dispatch Service	✓	Optional	Optional	Optional	Optional
First Echelon OnSite Support - 24x7	✓	Optional	Optional	Optional	Optional



PRICING SUMMARY

Description	Price
Microwave Solution to included all equipment, installation and optimization	\$2,461,841
Est Tax	\$96,681
Grand Total	\$2,558,523

