



Cochise County Board of Supervisors

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

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, September 15, 2015 at 1:30 PM

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 Commander Mark Genz, Cochise County Sheriff's Office, declaring September 19, 2015 as Certified Peace Officer Appreciation Day in Cochise County.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of August 25, 2015.
2. Approve a letter to the Arizona Department of Gaming granting the Cochise County Fair Association to host live horse racing on May 21 & 22, 2016.
3. Approve a Proclamation declaring September 19, 2015 Certified Peace Officer Appreciation Day in Cochise County.

Community Development

4. Adopt Resolution 15-22 authorizing the abandonment of the dedicated public rights-of-way adjacent to the Brian A. Terry Border Patrol Station in Bisbee.

5. Approve the appointment of Ms. Estella Fern Lawson to the Board of Adjustment, District 2, for the remainder of a four year term ending December 31, 2017.

County Sheriff

6. Approve Agreement 2016-043 for the Fiscal Year 2016 Victims' Rights Program (VRP) Award Agreement between the Cochise County Sheriff's Office and the Office of the Arizona Attorney General in the amount of \$15,093 to pay for 42.3% of the salary and employer related expenses of a Records Specialist to conduct state mandated victim notifications effective July 1, 2015 to June 30, 2016.
7. Approve contract 2015-PT-006 between Cochise County and the Governor's Office of Highway Safety for \$10,000 in overtime funding for Selective Traffic Enforcement Program effective October 1, 2015 to September 30, 2016.
8. Approve contract 2016-II-007 between Cochise County and the Governor's Office of Highway Safety for \$40,000 in overtime funds for the Driving Under the Influence (DUI) Enforcement Program effective October 1, 2015 to September 30, 2016.

Facilities

9. Approve the agreement between Bisbee Vogue Inc, a nonprofit corporation and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the Bisbee Stair Climb, from October 16, 2015 through October 18, 2015.

Finance

10. Approve demands and budget amendments for operating transfers.

Health & Social Services

11. Approve the renewal to the Arizona Department of Health Services (ADHS) contract # ADHS12-007884 Amendment seven, Emergency Preparedness Program, between the ADHS and the Cochise Health & Social Services, in the amount of \$237,293, effective July 1, 2015 through June 30, 2016.

PUBLIC HEARINGS

Board of Supervisors

12. Approve a new liquor license application for a series #10 (beer/wine store) liquor license submitted by Ms. Andrea Lewkowitz for Little General Chevron located at 1860 S. Hwy 92, Sierra Vista, AZ 85635.
13. Approve a new liquor license application for a series #13 (domestic farm winery) liquor license submitted by Mr. Charles Arthur Hofmann for Hofmann Estate Vineyard & Winery located at 9399 N. High Lonesome Road, McNeal, 85617.

Community Development

14. Adopt Resolution 15-23 altering the County highway establishment and extinguishing interest in a portion of Jefferson Road, adjacent to the proposed Family Dollar Store in Elfrida.

ACTION

Board of Supervisors

15. Approve Resolution 15-24 approving the Amended Intergovernmental Agreement (IGA) authorizing the membership of Cochise County in the Eastern Arizona Counties Organization and authorizing the Chairman to sign the Amended IGA and Supervisor Searle to sign the Amended By-Laws
16. Approve sales from the July 2015 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

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.

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

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

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: 09/15/2015
Presentation of Certified Peace Officer Proclamation
Submitted By: Arlethe Rios, Board of Supervisors
Department: Board of Supervisors
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0
NAME of PRESENTER: Patrick Call **TITLE of PRESENTER:** Chairman
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Presentation of Proclamation to Commander Mark Genz, Cochise County Sheriff's Office, declaring September 19, 2015 as Certified Peace Officer Appreciation Day in Cochise County.

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.

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

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 25, 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

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Letter of Support for Cochise County Fair Association to host Horse Races

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 Arizona Department of Gaming granting the Cochise County Fair Association to host live horse racing on May 21 & 22, 2016.

Background:

Ms. Karen Strongin, General Manager of the Cochise County Fair Association, has requested that the Board give them permission, as required by the Arizona Department of Gaming to host live horse racing in 2016.

Department's Next Steps (if approved):

Send letter Arizona Department of Gaming.

Impact of NOT Approving/Alternatives:

The Fair Association will not be able to host live horse racing.

To BOS Staff: Document Disposition/Follow-Up:

Send letter to Arizona Department of Gaming with a copy to Karen Strongin.

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

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

PATRICK G. CALL
Chairman
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County Administrator

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RICHARD R. SEARLE
Supervisor
District 3

ARLETHE G. RIOS
Clerk of the Board

September 15, 2015

Arizona Department of Gaming
Horse Racing Division
1110 W. Washington Street, Suite 450
Phoenix, Arizona 85007

To Whom it may Concern:

Please note that the Cochise County Board of Supervisors voted unanimously to allow the Cochise County Fair Association to hold live horse racing at the Cochise County Fairgrounds on May 21 & 22, 2016.

We fully support their efforts in keeping this rural tradition alive in Cochise County.

If you have any questions please feel free to contact our office at 520-432-9200.

Sincerely,

Patrick G. Call
Chairman
District 2

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Approve Proclamation: Declare 9/15/15 Peace Officer Appreciation Day

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 19, 2015 Certified Peace Officer Appreciation Day in Cochise County.

Background:

Cochise County's proclamation 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:

n/a

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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Clerk of the Board

PROCLAMATION

Certified Peace Officer Appreciation Day

WHEREAS, certified peace officers have worked devotedly and selflessly on behalf of the people of this County, regardless of the peril or hazard to themselves; and

WHEREAS, these officers have safeguarded the lives and property of their fellow citizens; and

WHEREAS, by the enforcement of our laws, these same officers have given our County internal freedom from fear of violence and civil disorder; and

WHEREAS, these men and women by their patriotic service and their dedicated efforts have earned the gratitude; and

NOW, THEREFORE, we, The Cochise County Board of Supervisors, do hereby declare September 19, 2015 as Certified Peace Officer Appreciation Day in Cochise County and encourage Mayors/Councils of our cities to do the same.

APPROVED AND ADOPTED this 15th day of September, 2015.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard R. Searle, Supervisor

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Abandonment of Dedicated Right-of-Way

Submitted By: Teresa Murphy, Community Development

Department: Community Development Division: Highway

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 28-7201 thru 28-7215

Information

Agenda Item Text:

Adopt Resolution 15-22 authorizing the abandonment of the dedicated public rights-of-way adjacent to the Brian A. Terry Border Patrol Station in Bisbee.

Background:

Received initial application from United States Customs and Border Security on October 22, 2010, closed file on July 20, 2011 due to lack of funds. We then received a new application on July 27, 2012 with check #1111 for \$375.00 for the application processing and the administrative action fee. Abandonment had since been on hold due to lack of funds from the applicant.

Property was dedicated to Cochise County March 25, 1977 Docket 1144, pages 121 through 136. Dedication is not currently used as a county maintained road or as a road in general. It is not used as sole legal access to APN 102-36-011, which is also owned by US Border Patrol and is an extension of the facilities located on subject parcel 102-39-190. The west side abandonment would facilitate connecting two parcels. Adjoining parcel owners have been contacted and have made no objections to the abandonment. The Transportation Planner approves of the abandonment as the requested roadway segment would likely not adversely impact the future transportation network in this area. There is no objection to granting the request abandonment as long as utility access is preserved.

Utilities companies have approved the proposed abandonment; however Arizona Public Service has requested the verbiage be added to the Resolution that Arizona Public Service Corporation has an existing public utility within said right-of-way. This has been added to the resolution.

Land Purchase Fee is determined per square foot per Assessor Land Valuation Map 102-39. The proposed abandonment size is 27,424.90 square feet. The amount per square foot is \$0.25 which is equal to \$6,856.23. Discount for degree of fragmentation/marketability is 50%. The total of the Land Purchase Fee is \$3,428.11, rounded to \$3,400.00.

It is our recommendation that the Land Purchase Fee be vacated. It is within the powers appointed to the Board per ARS 28-7208, for consideration of the public benefit to waive the land purchase fee for said abandonment. The public right-of-way is situated within the secured, fenced area of the Border Patrol compound, whose proximity to the United States/Mexico border ensures a vital role in the support of national security. In the 2008 abandonment of Camp Newell, the Land Purchase Fee was waived due to the public benefit of enabling the preservation of the historic site and eliminating potential liability for certain hazardous structures.

Inasmuch as there are no objections, the public right-of-way is unnecessary, this department recommends full abandonment.

Department's Next Steps (if approved):

If the abandonment is approved, no further Board action is required. Upon recording of the resolution and quit claim deed, staff will forward copies to the applicant.

Impact of NOT Approving/Alternatives:

If the abandonment is not approved, rights-of-way, which are unnecessary for public road purposes, will remain public.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

Attachments

Agenda Submittal Sheet

Executive Summary for Naco Border Patrol Station Abandonment

Executive Summary Map for Naco Border Patrol Station Abandonment

Resolution for Naco Border Patrol Station Abandonment

Quit Claim Deed for Naco Border Patrol Station Abandonment

Abandonment Application for Naco Border Patrol Station Abandonment

Memo from Transportation Planner for Naco Border Patrol Station Abandonment

Letters from Utilities for Naco Border Patrol Station Abandonment

Location Map for Naco Border Patrol Station

AGENDA SUBMITTAL SHEET
For Internal Use Only

Meeting Info

Title: Abandonment of Dedicated Right-of-Way (Use a simple agenda title.)

Meeting Date: 9/15/15

Division: Floodplain, Highway, Right of Way

Agenda Template:

- Fiscal Impact
 No Fiscal Impact
 Public Hearing

Agenda Category:

- Action
 Consent
 Future Work Sessions
 Public Hearing

Presentation:

- No A/V Presentation
 PowerPoint
 Other: DVD, CD, WEB Link

Name of Presenter: Karen Riggs

Title of Presenter: Director

Department's Recommendation: Approve, Disapprove

BOS Signature Required: Yes, No

Number of Original Documents Submitted for BOS Signature: 1

Mandated Function:

- Federal or State Mandate, Local Mandate or Policy, Not Mandated

Source of Mandated Function: ARS 28-7201 thru 28-7215 (List ARS, authority for BOS action, policy, etc.)

Agenda Item Text: Adopt Resolution 15-___, abandoning the public right of way adjoining the Nanco Border Patrol Station aka Brian Terry Border Patrol as described therein...

To BOS Staff: Document Disposition/Follow-Up: Please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

Fiscal Info

Budgeted: Yes, No

Funds Available: Yes, No

Amount Available:

Account Code(s): 1) 2) 3) 4)

Fiscal Year:

One-time Fixed Costs: (\$ amount)

Ongoing Costs: (\$ amount)

County Match Required: (\$ amount)

Source of Funding: n/a

AGENDA SUBMITTAL SHEET
For Internal Use Only

Fiscal Impact & Funding Sources: n/a (Text box to explain if necessary)



Cochise County
Community Development
Highway and Floodplain Division

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Date: August 25 , 2015
To: Board of Supervisors
Thru: Karen Riggs, Director
From: Teresa Murphy, Right-of-Way Agent
Subject: Proposed abandonment for Brian A Terry Border Patrol Station located in Bisbee

Recommendation:

This department recommends adoption of the accompanying resolution to abandon any interest the County may have in dedicated public right-of-way adjoining the Brian A Terry Border Patrol Station located in Bisbee.

Background (Brief):

Received initial application from United States Customs and Border Security on October 22, 2010, closed file on July 20, 2011 due to lack of funds. We then received a new application on July 27, 2012 with check #1111 for \$375.00 for the application processing and the administrative action fee. Abandonment had since been on hold due to lack of funds from the applicant.

Property was dedicated to Cochise County March 25, 1977 Docket 1144, pages 121 through 136. Dedication is not currently used as a county maintained road or as a road in general. It is not used as sole legal access to APN 102-36-011, which is also owned by US Border Patrol and is an extension of the facilities located on subject parcel 102-39-190. The west side abandonment would facilitate connecting two parcels. Adjoining parcel owners have been contacted and have made no objections to the abandonment. The Transportation Planner approves of the abandonment as the requested roadway segment would likely not adversely impact the future transportation network in this area. There is no objection to granting the request abandonment as long as utility access is preserved.

Utilities companies have approved the proposed abandonment; however Arizona Public Service has requested the verbiage be added to the Resolution that Arizona Public Service Corporation has an existing public utility within said right-of-way. This has been added to the resolution.

Land Purchase Fee is determined per square foot per Assessor Land Valuation Map 102-39. The proposed abandonment size is 27,424.90 square feet. The amount per square foot is

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

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



Cochise County Community Development Highway and Floodplain Division

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\$0.25 which is equal to \$6,856.23. Discount for degree of fragmentation/marketability is 50%. The total of the Land Purchase Fee is \$3,428.11, rounded to \$3,400.00.

It is our recommendation that the Land Purchase Fee be vacated. It is within the powers appointed to the Board per ARS 28-7208, for consideration of the public benefit to waive the land purchase fee for said abandonment. The public right-of-way is situated within the secured, fenced area of the Border Patrol compound, whose proximity to the United States/Mexico border ensures a vital role in the support of national security. In the 2008 abandonment of Camp Newell, the Land Purchase Fee was waived due to the public benefit of enabling the preservation of the historic site and eliminating potential liability for certain hazardous structures.

Inasmuch as there are no objections, the public right-of-way is unnecessary, this department recommends full abandonment.

Fiscal Impact & Funding Sources:

Not applicable

Next Steps/Action Items/Follow-up:

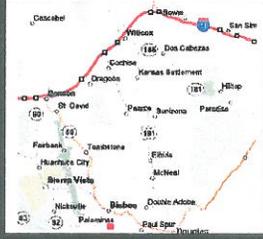
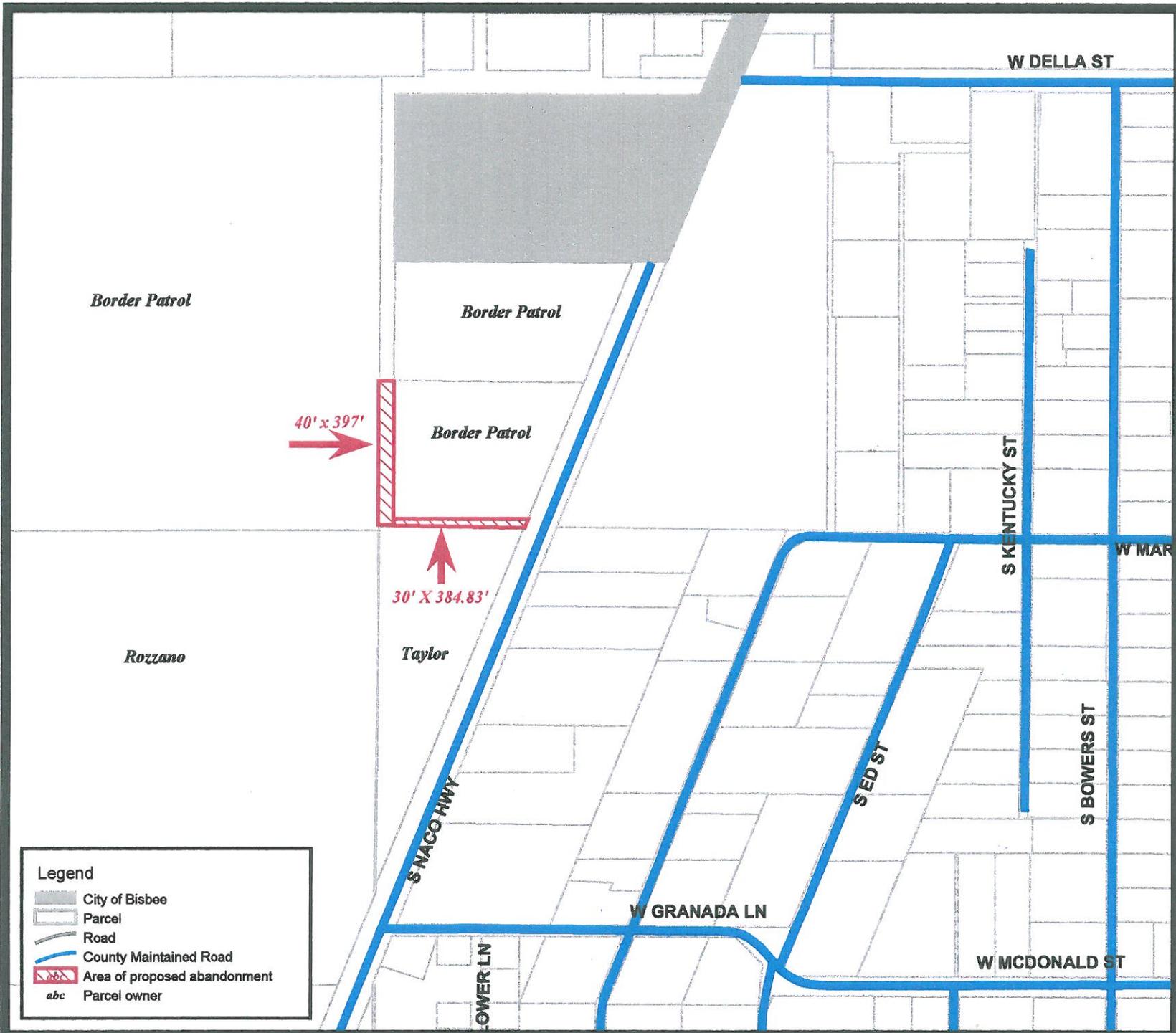
If the abandonment is approved, no further Board action is required. Upon recording of the resolution and quit claim deed, staff will forward copies to the applicant.

Impact of Not Approving:

If the abandonment is not approved, rights-of-way, which are unnecessary for public road purposes, will remain public.

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

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



Map for Executive Summary

Abandonment of Dedicated Right-of-Way

Located in Section 5 Township 24 South Range 24 East G. & S.R.M.

This map is a product of the Cochise County GIS



Legend

- City of Bisbee
- Parcel
- Road
- County Maintained Road
- Area of proposed abandonment
- abc* Parcel owner

RESOLUTION 15-__

**AUTHORIZING THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAY
ADJACENT TO BRIAN A TERRY BORDER PATROL STATION**

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to dispose of unnecessary public roadway pursuant to A.R.S. § 28-7201 through 28-7215; and

WHEREAS, there has been presented to the Board of Supervisors, a formal request praying for the abandonment of those certain public rights-of-way, more particularly described as follows:

See attached "EXHIBIT A"

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held September 15, 2015, and have determined that the public rights-of-way described herein are not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

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

WHEREAS, it is known that Arizona Public Service has a public utility interest within said right-of-way and reserves an easement to serve future customers, and other unknown public utilities may also exist within said right-of-way and that any such rights-of-way are preserved therein pursuant to A.R.S. § 28-7210; and

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

IT IS FURTHER RESOLVED, that the interest of Cochise County in lands described above are hereby vacated and the issuance of a Quit Claim Deed vesting title in the adjacent property owner is hereby authorized pursuant to A.R.S. § 28-7205. The Chairman of the Board is hereby authorized to execute the Quit Claim Deed and all other documents to complete this transaction.

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

RESOLUTION 15-____

**Re: Authorizing the Abandonment Of Public Rights-Of-Way Adjacent to Brian A Terry
Border Patrol Station**

Page 2

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona,
this ____ day of _____, 2015.

Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Arlthe G. Rios,
Clerk of the Board

Britt Hanson,
Chief Civil Deputy County Attorney

“EXHIBIT A”

PARCEL I

The Southerly 30.00 feet of the Northwest quarter of the Northeast quarter of Section 5 Township 24 South Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, lying West of the Naco Road as it existed on September 8, 1976.

PARCEL II

A portion of the Westerly 40.00 feet of the Northwest quarter of the Northeast quarter of Section 5 Township 24 South Range 24 East of the Gila & Salt River Base and Meridian, Cochise County, Arizona, more particularly described as follows:

BEGINNING at the North quarter corner of said Section 5, thence South 00° 06' 38" East along the West line of the Northwest quarter of the Northeast quarter a distance of 883.08 feet to the Northwest corner of a parcel of land conveyed in Document No. 8510-21316 records of Cochise County, Arizona, also being the TRUE POINT OF BEGINNING:

thence continuing S 00° 06' 38" East along said West line a distance of 397.00 feet to a point which is North 30.00 feet from the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 5,

thence South 89° 40' 90" East, parallel to the South line of the Northwest quarter of the Northeast quarter of said Section 5, a distance of 40.00 feet,

thence North 00° 06' 38" West, a distance of 397.00 feet,

thence North 89° 40' 00" East, a distance of 40.00 feet to the POINT OF BEGINNING.

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

QUIT CLAIM DEED

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to **United States of America**, all right, title, or interest in the following real property situated in Cochise County, Arizona.

See attached "EXHIBIT A"

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

Subject to easements for existing utilities, including known Arizona Public Service utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 15-____ adopted by the Cochise County Board of Supervisors.

Dated this _____ day of _____, 2015.

Patrick Call, Chairman
Board of Supervisors

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Patrick Call, for the purpose and consideration herein contained.

My Commission Expires:

Notary Public

“EXHIBIT A”

PARCEL I

The Southerly 30.00 feet of the Northwest quarter of the Northeast quarter of Section 5 Township 24 South Range 24 East of the Gila and Salt River Base and Meridian, Cochise County, Arizona, lying West of the Naco Road as it existed on September 8, 1976.

PARCEL II

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thence North 00° 06' 38" West, a distance of 397.00 feet,

thence North 89° 40' 00" East, a distance of 40.00 feet to the POINT OF BEGINNING.



COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT

1415 W. MELODY LANE, BISBEE, AZ 85603

Your County Questions answered: www.cochise.az.gov



ROADWAY ABANDONMENT APPLICATION

Name: UNITED STATES OF AMERICA - DEPARTMENT OF HOMELAND SECURITY - CUSTOMS & BORDER PROTECTION
Mailing: 24000 AVILA ROAD RM. 5020 ATTN: BOB GILLIS
Address: City: LAGUNA NIGUEL State: CALIFORNIA ZIP: 92677
Daytime Telephone: (949) 360-2170 FAX: (949) 360-2985
Assessor's Parcel Number: 102-39-190

1. Physical Description of Request and/or attach Map:

(ex: Abandonment of 30' of Right-of-Way bordering the South side of parcel ___)

ABANDONMENT OF 30' dedication OF RIGHT OF WAY COUNTY bordering SOUTH side OF 102-39-190

ABANDONMENT OF 40' dedication OF RIGHT OF WAY COUNTY bordering WEST side OF 102-39-190

2. Reason for Request / Comments / Concerns:

TO PROVIDE AND MAINTAIN SECURITY FOR BORDER PATROL STATION

3. List any known utilities located in the requested abandonment area:

Electrical on South side

4. Attach and include any other information deemed necessary.

Da E. White

Signature of Applicant*

10/15/10
Date

*Applicant is required to be the current owner (or a legally authorized representative of the owner, proof of which must be submitted with this form) of a property adjacent to the requested roadway.

FOR DEPARTMENTAL USE ONLY				
Application Processing Fee = \$75	Total \$ Received:	Date:	Receipt #:	Received By:
	<u>\$375.00</u>	<u>7/25/2012</u>	<u>802449</u>	<u>TEC</u>



COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

Date: 8/29/12
To: Pam Hudgins, Right-of-Way Agent II
From: Karen L. Lamberton, AICP, County Transportation Planner
Subject: Abandonment of Rights-of-Way for Border Patrol Station/Parcel #102-39-190

The applicant has requested abandonment of a portion of an approximately 30-foot wide dedicated right-of-way bordering the south side of the subject parcel and a 40-foot wide right-of-way bordering the west side of the subject parcel in order to facilitate the construction of the expanded Border Patrol station located on Naco Highway. This west side abandonment would facilitate connecting two parcels both under use by the Border Patrol station at this time. The south side abandonment, presumably, would facilitate a buffer zone between land accessible by the general public and the Border Patrol station as well as provide set-backs from buildings that are currently on or encroaching upon the dedicated travel-way.

Given the current ownership and land use the original intent and purpose of these dedications (to provide a potential future travel corridor to parcels not fronting on Naco Highway) is no longer as important as it once was. Ownership of two of these parcels is now owned by the applicant and they desire to have a shared parcel boundary with no desire for a future roadway to access or facilitate potential future parcel splits.

Recommendation:

The abandonment of the requested roadway segment would likely not adversely impact the future transportation network in this area. We would have no objection to granting the requested abandonment as long as utility access, if needed, is preserved.

ARIZONA WATER COMPANY

3805 N. BLACK CANYON HIGHWAY, PHOENIX, ARIZONA 85015-5351 • P.O. BOX 29006, PHOENIX, AZ 85038-9006
PHONE: (602) 240-6860 • FAX: (602) 240-6874 • TOLL FREE: (800) 533-6023 • www.azwater.com

September 6, 2012

Ms. Pam Hudgins
Right of Way Agent II
Cochise County Highway and Floodplain Department
1415 Melody Lane Building 'F'
Bisbee, Arizona 85603-3090

Re: Abandonment of dedicated right-of-way described as those portions along the West and South boundaries of APN 102-39-190, located in the Northeast ¼, Section 5, Township 24 South, Range 24 East, G.&S.R.B.&M., Cochise County, Arizona

Dear Ms. Hudgins,

In response to your letter dated August 30, 2012, Arizona Water Company is not utilizing the above-described right-of-way and has no present plans to use this right-of way in the future. Arizona Water Company is not opposed to the abandonment of this right-of-way.

Very truly yours,



Charles Briggs
Real Property Specialist
cbriggs@azwater.com

afh



E-MAIL: mail@azwater.com



1034 F Avenue
Douglas, AZ 85607

September 19, 2012

Cochise County
Attn: Pam Hudgins
1415 Melody Ln, Bldg E
Bisbee, AZ 85603

Re: Abandonment Request

Dear Ms. Hudgins,

This letter is in response for the review of the abandonment request for:

Abandon 40' of the dedicated right of way on the West side of APN 102-39-190 and to abandon 30' of the dedicated right of way on the South side of APN 102-39-190.

APS does have an overhead secondary line located on South end of APN 102-39-190 from Naco Hwy intersection to approximately 150' to the West. APS will need to maintain vehicle access and clearance requirements to this line, but we do not see any objections to any other area requested.

Please give me a call at (520)364-1521 if you have any questions or need other information.

Sincerely,

Antonia Morales

Antonia Morales
Customer Project Manager
SE/Cochise District

Hudgins, Pam

From: Christine Bingel [Christine.Bingel@swgas.com]
Sent: Friday, September 07, 2012 3:52 PM
To: Hudgins, Pam
Subject: Naco Border Patrol Station

Hello Pam,

Southwest Gas has no objections to the proposed abandonment of dedicated right-of-way bordering the Naco Border Patrol Station. Southwest Gas has no current or future plans in this specific area. Southwest Gas has no facilities in this specific area.

If you have any further questions or concerns, please contact me.

Respectfully,

Chris



Christine E. Bingel | Engineering Technician, Engineering
Southwest Gas Corporation
202 E. Wilcox Dr. | 47A-580 | Sierra Vista, AZ 85635-2526
direct 520-452-4116 | fax 520-452-1074 | mobile 520-559-5206
email christine.bingel@swgas.com | web www.swgas.com

Your future is **GREENER THAN YOU THINK!**
Paperless billing @ www.swgas.com

Please consider the environment before printing this email.

The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-client privilege and/or attorney work product doctrine. It is intended solely

9/7/2012

Hudgins, Pam

From: Krause, Jeff (CCI-Tucson) [Jeff.Krause@cox.com]
Sent: Thursday, September 06, 2012 6:37 AM
To: Hudgins, Pam
Subject: RE: Proposed abandonment

Pam, Cox Communications has no facilities near Bisbee or Naco, the closest facilities we have are Kinjockity Ranch in Hereford.

Thanks,

Jeff Krause
Cox Communications
Outside Plant Engineer II
520-867-7526
Jeff.Krause@Cox.Com

*Hard work spotlights the character of people: some turn up their sleeves,
some turn up their noses, and some don't turn up at all.*

Sam Ewing

From: Hudgins, Pam [mailto:PHudgins@cochise.az.gov]
Sent: Wednesday, September 05, 2012 9:37 AM
To: Krause, Jeff (CCI-Tucson)
Subject: RE: Proposed abandonment

Jeff,
The previous attached document that was sent 8/30/12 has 2 maps attached. The proposed abandonment is south of the city of Bisbee and is actually bordering the Naco Border Patrol Station. Cross streets would be Naco Highway & Della St. The Assessor's parcel number is 102-39-190. Please call me if you have any questions. Thanks for your cooperation !!!

Pam Hudgins

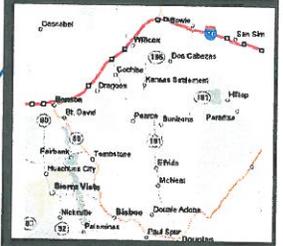
Right-of-Way Agent II
Cochise County Community Development
Highway & Floodplain Department
1415 Melody Lane # F
Bisbee, AZ 85603
520-432-9324
phudgins@cochise.az.gov

From: Krause, Jeff (CCI-Tucson) [mailto:Jeff.Krause@cox.com]
Sent: Tuesday, September 04, 2012 8:19 AM
To: Hudgins, Pam
Subject: RE: Proposed abandonment

Pam, I can't tell where this is, can you give me a city or general area?

Jeff Krause

9/6/2012

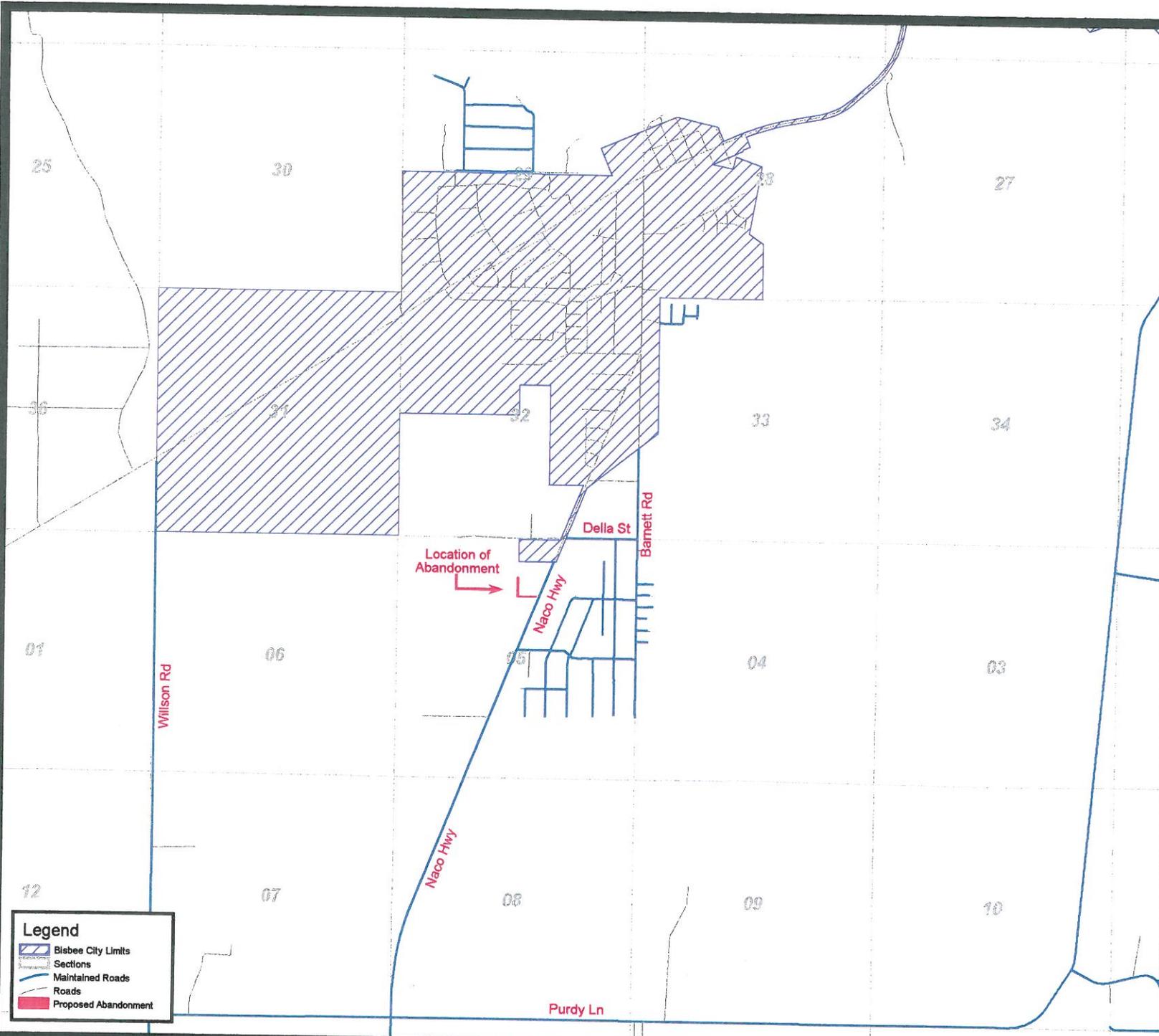


Location Map

Abandonment of
Dedicated Right of Way

Located in
Section 5
Township 24 South
Range 24 East

This map is a product of the
Cochise County GIS



Legend

- Bisbee City Limits
- Sections
- Maintained Roads
- Roads
- Proposed Abandonment

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Appoint Ms. Estella Fern Lawson to the Board of Adjustment, District 2

Submitted By: Peter Gardner, Community Development

Department: Community Development Division: Planning & Zoning

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: NA TITLE of PRESENTER: NA

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the appointment of Ms. Estella Fern Lawson to the Board of Adjustment, District 2, for the remainder of a four year term ending December 31, 2017.

Background:

The Boards of Adjustment consist of three members appointed by the County Supervisor for each District, each residing within the District. Members of the Boards of Adjustment serve staggered four-year terms. There is currently a vacancy on Board of Adjustment District 2. Supervisor English is recommending Ms. Estella Fern Lawson to serve the remainder of the term ending December 31, 2017.

Department's Next Steps (if approved):

Send appointment letters and administer the oath of office to Ms. Lawson as stated below in BOS Staff follow-up.

Impact of NOT Approving/Alternatives:

There will continue to be one vacancy on the Board of Adjustment, District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Ms. Lawson the standard letter from the Board office affirming her appointment, along with the oath of office. Community Development staff will provide the mailing address to the Clerk via email.

Attachments

Staff Memo



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

TO: Board of Supervisors
Through: James Vlahovich, County Administrator

FROM: Peter Gardner, Planner I
For: Mary Gomez, Interim Planning Director

SUBJECT: Boards of Adjustment, District 2 Appointment

DATE: November 19, 2013

I. BACKGROUND

The three Cochise County Boards of Adjustment consist of three members each who serve staggered four-year terms. There is currently one vacancy on the District 2 Board of Adjustment, with a term ending December 31, 2017. Ms. Estella Fern Lawson of Elfrida had agreed to serve in this capacity.

II. RECOMMENDATION

Staff recommends that Ms. Lawson be appointed to the Board of Adjustment, District 2 by the Board of Supervisors for the remainder of the four-year term to expire on December 31, 2017.

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

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015
Arizona Attorney General's Office Victim's Rights and Assistance Grant

Submitted By: Carol Capas, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Carol A Capas

TITLE of PRESENTER: Public Information Officer, Support Svc Supervisor

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Agreement 2016-043 for the Fiscal Year 2016 Victims' Rights Program (VRP) Award Agreement between the Cochise County Sheriff's Office and the Office of the Arizona Attorney General in the amount of \$15,093 to pay for 42.3% of the salary and employer related expenses of a Records Specialist to conduct state mandated victim notifications effective July 1, 2015 to June 30, 2016.

Background:

This award is an annual event and has been on-going since 2006. This award from the Attorney General's Office pays for 43% of the salary and ERE of a full time Record's Specialist who conducts victim notifications, etc., as mandated by Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7. There are no matching funds associated with this award. This award has been reviewed and approved as to form by Ms. Lauri Owen, Deputy County Attorney.

Department's Next Steps (if approved):

The Sheriff's Office will continue to perform the victim notifications as mandated by law and be assisted monetarily with the continuation of this grant.

Impact of NOT Approving/Alternatives:

As victim notification is mandated by state law, if this award is not approved those activities would continue, but the full costs would be borne by the general fund.

To BOS Staff: Document Disposition/Follow-Up:

Please return original signed copy to the Sheriff's Office so it can be forwarded to the Office of the Attorney General.

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:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$2,552

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

County OH subsidy is \$2,552.

Attachments

Agreement



State of Arizona
Office of the Attorney General
FY 2016 Victims' Rights Program (VRP)
AWARD AGREEMENT
A.G. #: 2016-043

RECIPIENT

Name:	Cochise County Sheriff's Department
Contact:	Lusa Valencia
Address:	205 North Judd Drive, Bisbee, AZ. 85603
Award Amount:	\$15,093.00
Purpose:	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Sheriff's Department as an entity type

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund

This AGREEMENT is made this first day of July 2015, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2015 and terminate June 30, 2016. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

I The Contractor agrees:

- A Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
- B Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the *Victims' Rights Program Guidelines - Section IV Allowable and Non-Allowable Costs*, and as specified in Contractor's approved \$15,093.00 award budget as follows:
 - Personnel: \$13,112.00 ERE/Benefits: \$1,981.00
 - Title: Victims Rights Clerk/Records Lead Percent: 38.5%
 - Consulting: \$0.00
 - Operating: \$0.00
 - Equipment: \$0.00
- C To complete and submit, on or before August 14, 2016, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F)
- D To comply with FY 2016 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7
- E To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
- F To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. §§ 35-214 and 35-315
- G To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws
- H 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 AAC Section A.R.S. § 23-214, Subsection A
- I To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed

II It is further agreed between the parties as follows:

- A To use arbitration in the event of disputes to the extent required by A.R.S. § 12-1518
- B Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
- C The parties agree to meet and confer in good faith to resolve disputes before commencing formal proceedings of any nature
- D The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2016, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding
- E Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph
- F Any and all award funds not expended by June 30, 2016, will be returned to the Attorney General
- G This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written

FOR THE ATTORNEY GENERAL: _____ Jerry Connolly, Procurement Manager _____ Date

FOR THE CONTRACTOR: _____ Date

 Authorized Signature Date Printed Name and Title

ATTEST: _____ **APPROVED AS TO FORM:** _____

 Clerk of the Governing Board (if applicable) Date Legal Counsel (if applicable) Date

[Handwritten Signature]
 8/9/2015

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015
Selective Traffic Enforcement Program (STEP)
Submitted By: Mark Genz, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Mark Genz

TITLE of PRESENTER: Commander

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 contract 2015-PT-006 between Cochise County and the Governor's Office of Highway Safety for \$10,000 in overtime funding for Selective Traffic Enforcement Program effective October 1, 2015 to September 30, 2016.

Background:

The Governor's Office of Highway Safety has provided funds over many years to assist with traffic related enforcement and alcohol related issues. These include targeted areas for DUI enforcement, aggressive driver enforcement, educational and prevention activities and community events designed to educate on impaired and distracted driving. These are recurring funds. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Continue to conduct educational and enforcement activities related to impaired/distracted driving, aggressive driving, sales of alcohol to minors and educational and community activities.

Impact of NOT Approving/Alternatives:

Overtime funding will not be available due to lack of general fund overtime to conduct these details.

To BOS Staff: Document Disposition/Follow-Up:

Please return both signed originals so they can be sent to the Governor's Office of Highway Safety for final approval by the director.

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:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$1,691.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

County OH subsidy is \$1,691.

Attachments

STEP Enforcement

STEP Grant Approval Form

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Cochise County Sheriff's Office consists of 83 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work patrol, investigations or narcotics. The 2013 population of the county was listed as 129,473. The county covers a land mass area of 6,250 square miles. The median income of the county is \$45,755. The major employers in the area include: Fort Huachuca, the Sierra Vista Unified School District and Cochise County. Cochise County maintains 1,441 miles of roads; 576 miles of these roads being paved and 856 miles being unimproved. Interstate 10 runs along the near northern edge of Cochise County throughout the entire county from east to west. Additionally, Interstate 10 is fed by State Highways; 90, 92, 181, 186, 191, 80 and 82. These highways add an additional 465 miles of roadway. These are highly traveled roadways as Interstate 10 is the main thoroughfare to travel east and west through Arizona.

Agency Problem:

The Cochise County Sheriff's Office is responsible for law enforcement in all unincorporated parts of Cochise County. Impaired driving and crashes involving impaired drivers continue to be a problem within the county, as well as across the United States. Youth alcohol issues continue to be a problem. On average, when CUB's details are conducted within the county, 18% of the businesses targeted sell to underage buyers. Due to the geographical location of Cochise County, minors going into Mexico and consuming alcoholic beverages continue to be a problem. Speed continues to be the major cause of crashes within Cochise County. The Sheriff's Office also continues to receive complaints from citizens for extra patrol for speed related traffic offenses as well as ATVs illegally operating on public roadways.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has religiously participated in the Southeastern Arizona DUI Task Force activities since the Task Force's inception in 1997. The Sheriff's Office has also instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce impaired driving, speed and other traffic laws. This has helped the effort, but these deputies are limited to the times they are not responding to normal calls for service. The Sheriff's Office participates in numerous presentations throughout the year at schools, safety fairs and community events to educate the public and minors on the dangers of impaired driving.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will participate in the mandated 16 GOHS deployments throughout the year. The Sheriff's Office will increase the total DUI offenses by 10% from 127 to 140 by September 30, 2016. The Cochise County Sheriff's Office will participate in and conduct 2 CUB's details by September 30, 2016. The Cochise County Sheriff's Office will participate in and conduct 6 Port-of- Entry Details, 3 each in Douglas and Naco by September 30, 2016. The Cochise County Sheriff's Office will conduct 12 Selective Enforcement details, 1 per month with 2 deputies per detail by September 30, 2016. The goal of these details will be to increase total citations for speed and other traffic related offenses by 10% from the 2014 total of 2810 to 3091.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

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

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Jeremy Peuschold, Detective, Cochise County Sheriff's Office, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015
DUI Enforcement Overtime
Submitted By: Mark Genz, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: Commander
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Mark Genz

Mandated Function?: Not Mandated

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 contract 2016-II-007 between Cochise County and the Governor's Office of Highway Safety for \$40,000 in overtime funds for the Driving Under the Influence (DUI) Enforcement Program effective October 1, 2015 to September 30, 2016.

Background:

These are recurring funds that are awarded by the Governor's Office of Highway Safety to allow law enforcement officers to participate in enforcement of impaired/distracted driving laws as well as community and educational events throughout the year. This contract has been approved as to form by the County Attorney's Office.

Department's Next Steps (if approved):

Continue to conduct enforcement and educational and community activities to combat impaired and distracted driving throughout the community.

Impact of NOT Approving/Alternatives:

Funding to conduct these types of enforcement and educational activities will not be available.

To BOS Staff: Document Disposition/Follow-Up:

Please return both signed originals so they can be sent to the Governor's Office of Highway Safety for final approval by the director.

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:

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$6,764.00

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

County OH subsidy is \$6,764.

Attachments

DUI/Impaired Driving Enforcement

DUI/Impaired Driving Grant

**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

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

CFDA 20.616

1. APPLICANT AGENCY Cochise County Sheriff's Office	GOHS CONTRACT NUMBER: 2016-II-007
ADDRESS 205 N. Judd Dr., Bisbee, AZ 85603	PROGRAM AREA: 405d
2. GOVERNMENTAL UNIT Cochise County	AGENCY CONTACT: Jeremy Peuschold
ADDRESS 205 N. Judd Dr., Bisbee, AZ 85603	3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 405d	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County.	
6. BUDGET	Project Period
COST CATEGORY	FFY 2016
I. Personnel Services	\$28,571.00
II. Employee Related Expenses	\$11,429.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$40,000.00
PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i> TO: 09-30-2016
CURRENT GRANT PERIOD	FROM: 10-01-2015 TO: 09-30-2016
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$40,000.00	
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.	

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The Cochise County Sheriff's Office consists of 83 sworn deputies, 65 detention officers and 48 civilian personnel. Within the sworn ranks, deputies work patrol, investigations or narcotics. The 2013 population of the county was listed as 129,473. The county covers a land mass area of 6,250 square miles. The median income of the county is \$45,755. The major employers in the area include: Fort Huachuca, the Sierra Vista Unified School District and Cochise County. Cochise County maintains 1,441 miles of roads; 576 miles of these roads being paved and 856 miles being unimproved. Interstate 10 runs along the near northern edge of Cochise County throughout the entire county from east to west. Additionally, Interstate 10 is fed by State Highways; 90, 92, 181, 186, 191, 80 and 82. These highways add an additional 465 miles of roadway. These are highly traveled roadways as Interstate 10 is the main thoroughfare to travel east and west through Arizona.

Agency Problem:

The Cochise County Sheriff's Office is responsible for law enforcement in all unincorporated parts of Cochise County. Impaired driving and crashes involving impaired drivers continue to be a problem with in the county, as well as across the United States. Youth alcohol issues continue to be a problem. On average, when CUB's details are conducted within the county, 18% of the businesses targeted sell to underage buyers. Due to the geographical location of Cochise County, minors going into Mexico and consuming alcoholic beverages continue to be problem. Speed continues to be the major cause of crashes within Cochise County. The Sheriff's Office also continues to receive complaints from citizens for extra patrol for speed related traffic offenses as well as ATVs illegally operating on public roadways.

Agency Attempts to Solve Problem:

The Cochise County Sheriff's Office has religiously participated in the Southeastern Arizona DUI Task Force activities since the Task Force's inception in 1997. The Sheriff's Office has also instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce impaired driving, speed and other traffic laws. This has helped the effort, but these deputies are limited to the times they are not responding to normal calls for service. The Sheriff's Office participates in numerous presentations throughout the year at schools, safety fairs and community events to educate the public and minors on the dangers of impaired driving.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

How Agency Will Solve Problem With Funding:

The Cochise County Sheriff's Office will participate in the mandated 16 GOHS deployments throughout the year. The Sheriff's Office will increase the total DUI offenses by 10% from 127 to 140 by September 30, 2016. The Cochise County Sheriff's Office will participate in and conduct 2 CUB's details by September 30, 2016. The Cochise County Sheriff's Office will participate in and conduct 6 Port-of- Entry Details, 3 each in Douglas and Naco by September 30, 2016. The Cochise County Sheriff's Office will conduct 12 Selective Enforcement details, 1 per month with 2 deputies per detail by September 30, 2016. The goal of these details will be to increase total citations for speed and other traffic related offenses by 10% from the 2014 total of 2810 to 3091.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

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

MEDIA RELEASE

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

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

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

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

METHOD OF PROCEDURE:

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

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

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

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

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

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

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

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

State Contract:

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

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2015)	January 30, 2016
2nd Quarterly Report (January 1 to March 31, 2016)	April 30, 2016
3rd Quarterly Report (April 1 to June 30, 2016)	July 30, 2016
4th Quarterly Report (July 1 to September 30, 2016)	October 15, 2016
Final Statement of Accomplishment	October 15, 2016

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishment

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

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

Jeremy Peuschold, Detective, Cochise County Sheriff's Office, shall serve as Project Administrator.

Joshua Worley, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

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

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

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

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

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$28,571.00
II.	Employee Related Expenses (ERE)	\$11,429.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$40,000.00

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

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

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

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

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

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

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

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

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

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

IX. Copyrights and Patents

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

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

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

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

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

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

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

XI. Equal Opportunity

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

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

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

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

provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

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

- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Agreement for use of County property for Bisbee 1000 Stair Climb, Oct 17, 2015

Submitted By: Karen Riggs, Community Development

Department: Community Development

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

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

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

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the agreement between Bisbee Vogue Inc, a nonprofit corporation and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the Bisbee Stair Climb, from October 16, 2015 through October 18, 2015.

Background:

Bisbee Vogue, Inc was formerly known at Save our Stairs. An agreement for use of areas surrounding the Courthouse has been reviewed and approved by Civil Deputy County Attorney Elda Orduno. A certificate of appropriate insurance has been provided. Two originals are included for signature. The Bisbee Stair Climb is an annual event that brings many visitors to the area and that many County citizens and employees take part in.

Department's Next Steps (if approved):

Fully execute the documents and return one to Board and one to Bisbee Vogue.

Impact of NOT Approving/Alternatives:

Bisbee Vogue will not be able to utilize the areas around the Courthouse during the event.

To BOS Staff: Document Disposition/Follow-Up:

none.

Attachments

Stair Climb Agreement

BISBEE VOGUE INC. AGREEMENT 2015

THIS AGREEMENT, entered into this ____ day of _____ 2015, by and between the County of Cochise, State of Arizona, a body politic, hereinafter called the "COUNTY"; and Bisbee Vogue, Inc., a nonprofit corporation organized under the laws of Arizona, hereinafter called the "SPONSOR".

RECITALS

WHEREAS, the SPONSOR is sponsoring the Bisbee 1000 Stair Climb, hereinafter called "THE EVENT", to be held Saturday October 17, 2015; and

WHEREAS, the "Event" will take place, in part, on the Superior Courthouse steps, plaza and lawn area, and in County parking lots surrounding the Courthouse and the Administration Building in Bisbee (the "COUNTY PREMISES"), it is understood by all parties that the County does not own or have a current lease on the parking lot between the Courthouse and the Administration Building and so the County cannot give permission to use that particular lot; and

WHEREAS, preparation and clean-up for the event, including placement of temporary restroom facilities, may commence on the morning of Friday, October 16, 2015, and conclude on the afternoon of Sunday, October 18, 2015,

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

A. DUTIES OF THE PARTIES

1. It shall be the sole responsibility of the SPONSOR to undertake any inspection or preparation of the COUNTY PREMISES required for the EVENT.

2. The SPONSOR agrees to fully perform, at the SPONSOR's sole expense, all support activities in conjunction with the conduct of the EVENT including, but not limited to, placement and removal of portable restroom facilities at the parking lot between St. Patrick's Church, the Courthouse, and the old convent building (currently

County Attorney Civil Division Office), clean up of the COUNTY PREMISES after the EVENT, and procurement and placement of traffic control signs and devices in and around COUNTY PREMISES, which are necessary to warn, regulate or guide traffic during the conduct of the EVENT and the removal of such signs and devices following the conclusion of the EVENT.

3. Notwithstanding the required insurance as set forth herein, the SPONSOR agrees to indemnify and hold harmless the COUNTY, its officers, employees, and agents, and at SPONSOR'S sole expense, to defend the COUNTY, its officers, employees, and agents against all liability, losses, damages, claims, motions, cost and expenses (including but not limited to, reasonable attorney's fees) of whatsoever kind, which, in any way, relates to the parties' performance pursuant to this Agreement, or which otherwise arises or relates to the conduct of the EVENT regardless of whether it is caused in part by a party indemnified hereunder.

4. The SPONSOR shall name the COUNTY, its officers and employees as additional insured in an all-risk policy with a minimum face value of one million dollars (\$1,000,000.00), and shall submit a copy of said policy to the COUNTY for approval no less than ten (10) days prior to the starting date of the EVENT.

B. RELATIONSHIP OF THE PARTIES

The parties intend and understand that pursuant to this agreement, the COUNTY is an independent supplier of services to the SPONSOR, limited to a temporary license to use the COUNTY PREMISES. No officer, employee or agent of the COUNTY or the COUNTY itself, shall be deemed or considered an employee or agent or a participant with SPONSOR in any respect regarding sponsor's conduct of the EVENT. Except as COUNTY enforcement statutes, regulations or procedures which may affect COUNTY rendering of services hereunder may require, the COUNTY shall not in any manner, participate in or share in any profit or proceeds arising from Sponsor's conduct of the EVENT. SPONSOR will be solely and entirely responsible for the acts of the Sponsor's event. No officer, employee or agent of one party shall be empowered to bind or obligate the other party unless specifically authorized by mutual written consent of the parties.

C. ADHERENCE TO APPLICABLE LAWS

SPONSOR agrees that the EVENT shall be conducted in accordance with all applicable federal, state, and local statutes, rules and ordinances including, but not limited to those applicable to the operation of bicycles on public highways.

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///

D. TERM OF AGREEMENT

1. This agreement shall be in full force and effect from the date of its execution and until 5 p.m. on the day following the completion of the EVENT or until cessation of all of SPONSOR's obligations to the COUNTY under this Agreement, whichever is later, unless otherwise terminated as provided in this Agreement.

2. SPONSOR shall be permitted to begin setting up portable toilets and necessary signage at 7 a.m. on Friday, October 16, 2015 and shall have removed all such toilets and signage prior to 4 p.m. on Sunday, October 18, 2015.

E. TERMINATION OF AGREEMENT

Either party upon thirty (30) days written notice of such intent may terminate this Agreement. Such termination shall not relieve the SPONSOR of liability under this Agreement for the effective term prior to this termination. This Agreement may also be subject to termination pursuant to A.R.S. 38-511.

F. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the express written consent of the other party. Any assignment in violation of this provision will automatically terminate this Agreement.

G. WAIVER

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

H. ENTIRE AGREEMENT

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

///

I. APPROVAL BY THE BOARD

Before this Agreement shall become effective and binding upon the COUNTY, the BOARD OF SUPERVISORS must approve it. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it shall be null and void and have no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chairman of the Board of Supervisors and attested to by the Clerk of said Board, and SPONSOR has caused this instrument to be executed by its duly authorized representative on the day and year first above written.

APPROVED:

Patrick Call, Chairperson
Cochise County Board of Supervisors

APPROVED:

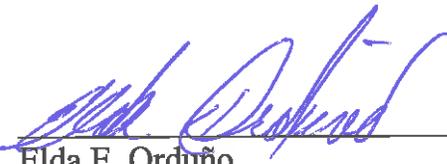


Cynthia Conroy, President
Bisbee Vogue, Inc.

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:



Elda E. Orduño,
Civil Deputy County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: FRANCIS L. DEAN & ASSOCIATES OF COLORADO, LLC. 9362 TEDDY LN STE 203 LONE TREE, CO 80124-2871 www.fdeanco.com (800) 986-5350	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 986-5350	FAX (A/C, No): (303) 773-0111
	E-MAIL ADDRESS: infoco@fdean.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	NAIC # 21113	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Bisbee Vogue, Inc. P.O. Box 1099 Bisbee, AZ 85603	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** USP185265 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SRPGP-101-0715	10/16/2015 12:01 AM	10/18/2015 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							
	<input type="checkbox"/> CLAIMS-MADE							
	DED							
	RETENTION \$							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
A	Liquor Liability		X	SRPL-101-0715/ USL303427	10/16/2015 12:01 AM	10/18/2015 12:01 AM	EACH OCCURRENCE	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bisbee Great Stair Climb, Ironman Ice Competition, and Craft Beer Festival

CERTIFICATE HOLDER

Bisbee Vogue, Inc.
P.O. Box 1099
Bisbee, AZ 85603

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
6/30/2015

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0715/USP185265		EFFECTIVE DATE 10/16/2015 12:01 AM	NAMED INSURED(S) Bisbee Vogue, Inc.	

ADDITIONAL INTEREST (Not all fields apply to all scenarios -- provide only the necessary data)

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Cochise County 1415 Meadowlark Bldg A PO Box 4249 Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		City of Bisbee 118 Arizona St. Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Bisbee Hospitality Group 2 Main Street Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		St. Patrick Catholic Parish 100 Quality Hill Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

INTEREST <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Demands

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

**Amount Available:
Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015
Amendment to Emergency Preparedness Grant
Submitted By: Mary Gomez, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: N/A
Source of Mandate or Basis for Support?:

NAME of PRESENTER: None
Mandated Function?: Federal or State Mandate

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 renewal to the Arizona Department of Health Services (ADHS) contract # ADHS12-007884 Amendment seven, Emergency Preparedness Program, between the ADHS and the Cochise Health & Social Services, in the amount of \$237,293, effective July 1, 2015 through June 30, 2016.

Background:

This Public Health Emergency Preparedness (PHEP) Grant is the continuation of the Cooperative Agreement between ADHS and the County for the grant year beginning July 1, 2015 and ending June 30, 2016. A New Purchase Order will follow shortly. This amendment is an extension of the original contract between the Arizona Department of Health Services and Cochise Health & Social Services. Amendment Seven (7) represents no monetary or deliverable change from the previous grant year. This year, besides our regular grant activities, we will focus on Mass Care. We will continue all our regular grant deliverables and our usual communicable disease surveillance and reporting and will participate in all state mandated exercises and functions.

Department's Next Steps (if approved):

Send two signed originals to ADHS.

Impact of NOT Approving/Alternatives:

The PHEP program will not be able to address and complete the associated Public Health Emergency Preparedness Deliverables for the budget year 2015-2016.

To BOS Staff: Document Disposition/Follow-Up:

Please be sure both signature pages are signed and return to Elizabeth Lueck, CHSS, Bldg A

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 237,293.00
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds
1:

Fund Transfers

Fiscal Year: 2016
One-time Fixed Costs? (\$\$\$): 0
Ongoing Costs? (\$\$\$): 237,293
County Match Required? (\$\$\$): 0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 44,770.55
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

Attachments



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

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

Contract No. ADHS12-007884

Amendment No. 7

Emergency Preparedness Program

Effective July 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

- 1. Replace Amendment Five (5) Price Sheet, with Price Sheet of this Amendment Seven (7). The Total Price Sheet amount for FY16 is \$237,293.00.
2. Replace Amendment Five (5) Attachment A with Attachment A, Budget Period Four (4), County Requirements and Deliverables Document of this Amendment Seven (7).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Cochise County Health Department

Contractor Name

1415 W Melody Ln, Bldg A

Address

Bisbee AZ 85603
City State Zip

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this ___ day of ___ 20__

Procurement Officer

Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Printed Name:

Reserved for use by the Secretary of State

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Ana Shoshtarikj

Contract No. **ADHS12-007884**

Amendment No. **7**

Emergency Preparedness Program

Effective July 1, 2015, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Replace Amendment Five (5) Price Sheet, with Price Sheet of this Amendment Seven (7). The Total Price Sheet amount for FY16 is **\$237,293.00**.
2. Replace Amendment Five (5) Attachment A with Attachment A, Budget Period Four (4), County Requirements and Deliverables Document of this Amendment Seven (7).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Cochise County Health Department

Contractor Name

1415 W Melody Ln, Bldg A

Address

Bisbee

AZ

85603

City

State

Zip

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

[Handwritten Signature] *8/27/15*

Signature

Date

[Handwritten Signature]

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 20____

Procurement Officer

Attorney General Contract No. P00120143000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Printed Name:

Reserved for use by the Secretary of State

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

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

Contract No. **ADHS12-007884**

Amendment No. **7**

Procurement Specialist
Ana Shoshtarikj

PRICE SHEET

Budget Period Four (4)

July 1, 2015 – June 30, 2016

Fixed Price

Description	Quantity	Unit Rate	Total Amount
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	\$237,293.00	\$237,293.00



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ATTACHMENT A

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP)

COUNTY REQUIREMENTS & DELIVERABLES DOCUMENT

Budget Period Four (BP4)

**Period of Performance:
(July 1, 2015 – June 30, 2016)**



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1. INTRODUCTION

- 1.1 Approaching Budget Period Four (BP4), July 1st, 2015 through June 30th, 2016, continuous efforts are made to expand the preparedness capabilities based on the Five (5) Year Plan and the Capability Planning Guide (CPG) data. Based on the above, and the guidance set forth by the Center for Disease Control (CDC), Arizona Department of Health Services (ADHS) has developed the Requirement and Deliverable Document for the Counties.
- 1.2 The first section of this document outlines the requirements set forth by CDC and ADHS that all County partners will need to address to ensure they are met during BP4. The County Deliverables section covers the expected goals, objectives and outcomes for each capability within BP4. Progress on these goals and objectives will be measured throughout the year, through frequent communication and mid-year reporting.
- 1.3 Deliverables Table and Appendix One (1) incorporated herein, provide additional information for the County partners.

2. PROGRAM REQUIREMENTS

As a recipient of PHEP funds from the Arizona Department of Health Services (ADHS), you are required to adhere to Federal and State grant requirements. Below you will find a list of the program requirements for the PHEP grant.

3. GRANT MEETINGS

- 3.1 Grantee shall attend the following ADHS Sponsored Grant Meetings (two (2) events annually):
 - 3.1.1 Attend semi-annual ADHS sponsored All-Partners Workshop;
 - 3.1.2 Attend Regional ADHS sponsored Business Meeting
- 3.2 ADHS will hold one (1) business meeting in each of the four (4) Healthcare Coalition Regions within the State.

4. HEALTHCARE COALITION MEETING

- 4.1 Grantee shall participate in quarterly Healthcare Coalition meetings in the appropriate region. Regions are divided as follows:
 - 4.1.1 **Northern Region**
 - 4.1.1.1 County Representatives: Apache County, Coconino County and Navajo County;
 - 4.1.1.2 Tribal Representatives: Hopi Tribe, Kaibab-Paiute Tribe and Navajo Nation.
 - 4.1.2 **Western Region**
 - 4.1.2.1 County Representatives: La Paz County, Mohave County and Yavapai County;
 - 4.1.2.2 Tribal Representatives: Colorado River Indian Tribe and Fort Mojave Indian Tribe.
 - 4.1.3 **Central Region**
 - 4.1.3.1 County Representatives: Gila County, Maricopa County and Pinal County;
 - 4.1.3.2 Tribal Representatives: Gila River Indian Community, San Carlos Apache Tribe and White Mountain Apache Tribe.

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4.1.4 Southern Region

4.1.4.1 County Representatives: Cochise County, Graham County, Greenlee County, Pima County, Santa Cruz County and Yuma County;

4.1.4.2 Tribal Representatives: Cocopah Tribe, Pascua Yaqui Tribe, Tohono O'odham Nation and Fort Yuma Quechan Tribe.

5. FINANCIAL REQUIREMENTS

5.1 Match Requirement

The PHEP award requires a ten percent (10%) "in-kind" or "soft" match from all the grant participants. Each recipient shall include in their budget submission, the format they will use to cover the match and method of documentation. Failure to include the match formula will preclude funding.

5.2 Inventory

Inventory list shall be provided to ADHS, as part of the midyear report. Inventory List shall include all capital equipment (items over five thousand dollars (\$5,000.00) each).

5.3 Budget Allocation

5.3.1 Budget tool developed by ADHS shall be completed and returned to ADHS for review and approval. ADHS will not release funding to the County prior to budget being approved.

5.3.2 All activities and procurements funded through the PHEP grant shall be aligned with the budget/spend and work plan, what shall help in reaching the goals and objectives outlined in this document. Any items and activities that are not specifically tied to the PHEP program capabilities shall be approved by ADHS before PHEP funds can be utilized on those activities/items.

5.3.3 Counties shall follow the applicable Office of Management and Budget (OMB) Circulars and Cost Principles when developing the budget and throughout the period of performance.

5.4 Grant Activity Oversight

Each County must maintain a full-time, part-time, or appointed PHEP Coordinator who shall have the responsibility for oversight of all grant related activities. The PHEP Coordinator shall be the main point of contact for ADHS in regards to the PHEP grant. The PHEP Coordinator shall work closely with ADHS to ensure all deliverables and requirements are met. The individual shall also coordinate all activities surrounding any onsite monitoring visits conducted by ADHS.

5.5 Employee Certifications

PHEP Recipients are required to adhere to all applicable federal laws and regulations, including applicable OMB Circulars and semiannual certification of employees who work solely on a single federal award. The certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official, having firsthand knowledge of the work performed by the employee. Employees that are split funded are required to maintain Labor Activity Reports (to be provided as requested). These certification forms must be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

5.6 Performance

Failure to meet the deliverables and performance measures described in the Scope of Work may result in withholding from a portion of subsequent awards.

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6. EXERCISE REQUIREMENTS

6.1 Emergency Operation Coordination

- 6.1.1 Maintain documentation of all collaborative efforts with local and State emergency management
- 6.1.2 The County PHEP program must establish and maintain a collaborative working relationship with emergency management. This must include but not be limited to; Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health.
- 6.1.3 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity

6.2 Multi-Year Training and Exercise Workshop (MYTEP)

- 6.2.1 Each County shall participate in the annual ADHS Training and Exercise Planning Workshop.
 - 6.2.1.1 Workshop date: TBD.

7. EXERCISE IMPLEMENTATION CRITERIA

7.1 Homeland Security Exercise and Evaluation Program

Sub-awardees shall conduct preparedness exercises in accordance with the HSEEP fundamentals including:

- 7.1.1 Exercise Design and Development;
- 7.1.2 Exercise Conduct;
- 7.1.3 Exercise Evaluation; and
- 7.1.4 Improvement Planning.

More information on the April 2013 HSEEP guidelines and exercise policy is available at <https://hseep.preptoolkit.org/>

7.2 At-Risk Individuals

Grantee shall include provisions for the needs of at-risk individuals within each exercise. HPP-PHEP sub-awardees shall report on the strengths and areas for improvement identified through the coalition based exercise After Action Report and Improvement Plan (AAR/IP). Information about the U.S. Department of Health and Human Services' definition of "at-risk" population may be obtained from the following website: <http://www.phe.gov/Preparedness/planning/abc/Pages/at-risk.aspx>

7.3 Sub-awardees conducting joint exercises shall include participation from healthcare coalitions (including at a minimum, hospitals, public health departments, emergency management agencies, and emergency medical services) and public health jurisdictions. Joint exercises shall meet multiple program requirements, including HPP, PHEP, and Strategic National Stockpile/Cities Readiness Initiative requirement to help minimize the burden on exercise planners and participants.

7.4 Exercises conducted with funding from other preparedness grant programs with similar exercise requirements may be used to fulfill the joint HPP-PHEP exercise requirements if HHS preparedness capabilities are tested and evaluated.

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7.5 Exemption

County response and recovery operations supporting real incidents could meet the criteria for this annual exercise requirement, if the response was sufficient in scope and the AAR/IPs adequately detail which public health emergency preparedness (PHEP) capabilities were tested and evaluated. This shall be addressed on an as-requested basis.

8. EXERCISE EVALUATION CRITERIA

8.1 PHEP exercises shall address Public Health Preparedness (PHP) Capabilities in all qualifying exercises. If using FEMA Core Capabilities, a cross-walk shall be produced mapping PHP capabilities with core capabilities.

8.2 At a minimum, each County shall demonstrate and validate Public Health's ability to gain situational awareness of their hospital network through participation in resource and information management as outlined in the HPP-PHEP aligned capabilities.

8.2.1 These capabilities are:

8.2.1.1 Capability 3: Emergency Operations Coordination; and

8.2.1.2 Capability 6: Information Sharing.

9. INFORMATION SYSTEMS REQUIREMENT

The County shall:

9.1 Have access to a secure alerting system, that at a minimum has the ability to send email, faxes, and phone/ text alerts;

9.2 Participate in the Communication Pathway scenarios developed and sent out by ADHS Information Services Group; and

9.3 Utilize communication systems, which may include: HSP, EMResource, EMTrack, ESAR-VHP, AZHAN, IRMS, 800 radios or WebEOC.

9.3.1 ADHS will provide training on the systems and platforms as needed.

10. REPORTING DELIVERABLES

Progress on the deliverables, performance measures, and activities funded through the PHEP grant shall be reported on in a timely manner, to ensure ADHS has adequate time to compile the information and submit to CDC.

10.1 Mid-Year Report

10.1.1 ADHS shall send out the Mid-Year report templates in advance of the Due Date.

10.1.1.1 Due Date: TBD

10.1.2 ADHS shall provide the CDC Performance Measures templates (if applicable) in advance of the Due Date.

10.1.2.1 Due Date: TBD

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10.1.3 Each County shall provide ADHS with updated Public Health Emergency Contact list, template to be provided by ADHS. The list should include contact information for the primary, secondary, and tertiary individuals for the Public Health Incident Management System (e.g. Incident Commander, Operations, etc.) and posted on the HSP.

10.1.3.1 Due Date: At time of midyear reporting.

10.2 Annual Report

10.2.1 ADHS shall send out the Annual Report template in advance of the Due Date.

10.2.1.1 Due Date: TBD

10.3 After Action Report/Improvement Plan

10.3.1 Each County shall submit an AAR/IP for any public health emergency exercise or real world event in which the public health entity participates and has a role.

10.3.2 AARs shall be submitted to ADHS within sixty (60) days after the exercise.

11. CAPABILITY DELIVERABLES

11.1 CAPABILITY 1: COMMUNITY PREPAREDNESS

11.1.1 **Definition:** Community preparedness is the ability of communities to prepare for, withstand, and recover — in both the short and long terms — from public health incidents. By engaging and coordinating with emergency management, healthcare organizations (private and community-based), mental/behavioral health providers, community and faith-based partners, state, local, and territorial, public health’s role in community preparedness is to do the following:

- 11.1.1.1 Support the development of public health, medical and mental/behavioral health systems which support recovery;
- 11.1.1.2 Participate in awareness training with community and faith-based partners on how to prevent, respond to and recover from public health incidents;
- 11.1.1.3 Promote awareness of and access to medical and mental/behavioral health resources that help protect the community’s health and address the functional needs (i.e., communication, medical care, independence, supervision, transportation) of at-risk individuals;
- 11.1.1.4 Engage public and private organizations in preparedness activities that represent the functional needs of at-risk individuals as well as the cultural and socio-economic, demographic components of the community; and
- 11.1.1.5 Identify populations that may be at higher risk for adverse health outcomes.

11.1.2 COUNTY OUTPUT REQUIREMENTS:

11.1.2.1 Participate in review of HVAs, JRA and THIRAs and development of consolidated regional report. Consolidated report shall review process and procedures in place to mitigate the impact of an incident during a response and shall be integrated into preparedness processes and planning; and

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11.1.2.2 Identify Geographic Information (GIS) resources utilized to assist in the identification of at-risk populations to include access and functional needs in support of planning activities, as part of the end of year report.

11.2 CAPABILITY 2: COMMUNITY RECOVERY

11.2.1 **Definition:** Community recovery is the ability to collaborate with community partners, (e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels, and improved levels where possible.

11.2.2 This capability supports National Health Security Strategy Objective 8: Incorporate Post-Incident Health Recovery into Planning and Response. Post-incident recovery of the public health, medical and mental/behavioral health services, and systems within a jurisdiction is critical for health security and requires collaboration and advocacy by the public health agency for the restoration of services, providers, facilities, and infrastructure within the public health, medical and human services sectors. Monitoring the public health, medical and mental/behavioral health infrastructure is an essential public health service.

11.2.3 COUNTY OUTPUT REQUIREMENTS:

11.2.3.1 Ensure written plans include processes for collaborating with community organizations, emergency management, and health care organizations to identify public health, medical, and mental/behavioral health system recovery needs for the counties identified hazards. Written plans should include the following elements (either as a standalone Public Health Continuity of Operations plan or as a component of another plan):

11.2.3.1.1 Definitions and identification of essential services needed to sustain agency mission and operations;

11.2.3.1.2 Plans to sustain essential services regardless of the nature of the incident; and

11.2.3.1.3 Scalable work force reduction.

11.3 CAPABILITY 3: EMERGENCY OPERATIONS COORDINATION

11.3.1 **Definition:** Emergency operations coordination is the ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices and with the National Incident Management System.

11.3.2 COUNTY OUTPUT REQUIREMENTS:

11.3.2.1 Participate in a functional exercise conducted within the respective region. Recommend participation in at least one (1) functional exercise to test the ability to stand up and operate an HEOC during a public health incident;

11.3.2.2 Maintain documentation of all collaborative efforts with local and State emergency management;

11.3.2.3 County/Tribal PHEP program shall establish and maintain a collaborative working relationship with emergency management. The relationship shall include, but not be limited to: Emergency communication plan, strategies for addressing emergency events, including the management of the consequences of power failures, natural disasters and other events that would affect public health; and

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11.3.2.4 Jointly participate with emergency management in an ADHS sponsored table top, functional exercise or other activity.

11.4 CAPABILITY 4: EMERGENCY PUBLIC INFORMATION AND WARNING

11.4.1 **Definition:** Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

11.4.2 COUNTY OUTPUT REQUIREMENTS:

11.4.2.1 Provide ADHS a list of the top hazards identified within your jurisdictional risk assessment, as part of the midyear report.

11.4.2.2 Information provided will be utilized by ADHS to develop new message maps for inclusion in the CERC plan and for use by local health departments.

11.5 CAPABILITY 5: FATALITY MANAGEMENT

11.5.1 **Definition:** Fatality management is the ability to coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/ behavioral health services to the family members, responders and survivors of an incident.

11.5.2 COUNTY OUTPUT REQUIREMENTS:

11.5.2.1 Ensure Fatality Management plan identifies roles and responsibilities for county health department and thresholds indicating when to activate public health fatality management operations.

11.5.2.2 Fatality Management plan shall be submitted to HSP as part of the end of year report.

11.6 CAPABILITY 6: INFORMATION SHARING

11.6.1 **Definition:** Information sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector.

11.6.2 COUNTY OUTPUT REQUIREMENTS:

11.6.2.1 Participate in communication testing scenarios developed and administered by ADHS. Each County shall ensure communication systems and platforms are capable of receiving and disseminating information from multiple platforms.

11.6.2.2 Each County shall provide to ADHS a list of the system(s) that are utilized in EOC operations and for information sharing during their midyear report.

11.7 CAPABILITY 7: MASS CARE

11.7.1 **Definition:** Mass care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that health needs continue to be met as the incident evolves.



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11.7.2 COUNTY OUTPUT REQUIREMENTS:

- 11.7.2.1 Review and update County's sheltering plan. County should review and update their plan to support shelter operations in coordination with local Emergency Management. Sheltering plans shall incorporate the needs for At-Risk Individuals and Functional and Access Needs Individuals.
- 11.7.2.2 Review and update plans to address functional needs of at risk individuals to include: medical caregivers, social services, utilization of universal design principals in signage and accessibility, and language and sign language interpreters.

11.8 CAPABILITY 8: MEDICAL COUNTERMEASURE DISPENSING

11.8.1 **Definition:** Medical countermeasure dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

11.8.2 COUNTY OUTPUT REQUIREMENTS (CRI Counties):

- 11.8.2.1 Cities Readiness Initiative (CRI) Drill Requirement Maricopa County and Pinal County shall conduct at least three (3) different SNS drills utilizing the templates provided by DSNS/ADHS. An executive summary and an improvement plan shall be submitted for each drill.
 - 11.8.2.1.1 Provide ADHS with the drill results by March 30, 2016;
 - 11.8.2.1.2 List of Drills that can be conducted: Staff notification, acknowledgement and assembly;
 - 11.8.2.1.3 Site activation: notification, acknowledgement and assembly;
 - 11.8.2.1.4 Facility Setup;
 - 11.8.2.1.5 Pick List Generation;
 - 11.8.2.1.6 Dispensing Throughput; and
 - 11.8.2.1.7 Public Health Decision Making Tool.
- 11.8.2.2 CRI jurisdictions not conducting an ORR in BP4 shall complete Jurisdictional Worksheet as part of the midyear report.

11.8.3 COUNTY OUTPUT REQUIREMENTS (Non-CRI Counties):

- 11.8.3.1 Complete the POD Standards Worksheet (provided by ADHS) as part of the midyear report;
- 11.8.3.2 Conduct at least two (2) different SNS drills utilizing the templates provided by DSNS/ADHS.
 - 11.8.3.2.1 Provide ADHS with the drill results as part of the end of year report.
 - 11.8.3.2.2 List of Drills that can be conducted to meet the two (2) different drill requirements include:
 - 11.8.3.2.2.1 Staff notification, acknowledgement and assembly;
 - 11.8.3.2.2.2 Site activation: notification, acknowledgement and assembly;



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- 11.8.3.2.2.3 Facility Setup;
- 11.8.3.2.2.4 Pick List Generation;
- 11.8.3.2.2.5 Dispensing Throughput; and
- 11.8.3.2.2.6 Public Health Decision Making Tool.

11.9 CAPABILITY 9: MEDICAL MATERIEL MANAGEMENT & DISTRIBUTION

11.9.1 **Definition:** Medical materiel management and distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport, distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

11.9.2 COUNTY OUTPUT REQUIREMENTS (CRI and Non-CRI Counties):

- 11.9.2.1 Participate in at least two (2) Inventory Management System drills conducted by ADHS; and
- 11.9.2.2 Demonstrate the ability to accept, manage, and return medical materiel electronically in coordination with ADHS.

11.10 CAPABILITY 10: MEDICAL SURGE

11.10.1 **Definition:** Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11.10.2 COUNTY OUTPUT REQUIREMENTS:

11.10.2.1 Each County shall participate in Crisis Standards of Care/Medical Surge on-line training. Training shall be facilitated by ADHS and shall focus on the integration of federal and state planning guidelines for medical surge and CSC.

11.11 CAPABILITY 11: NON-PHARMACEUTICAL INTERVENTIONS

11.11.1 **Definition:** Non-pharmaceutical interventions (NPI) are the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following:

- 11.11.1.1 Isolation and quarantine;
- 11.11.1.2 Restrictions on movement and travel advisory/warnings;
- 11.11.1.3 Social distancing;
- 11.11.1.4 External decontamination;
- 11.11.1.5 Hygiene; and
- 11.11.1.6 Precautionary protective behaviors.

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11.11.2 COUNTY OUTPUT REQUIREMENTS:

11.11.2.1 Local health shall develop and/or review local NPI plans. Written plans should include documentation which identifies public health roles and responsibilities related to the jurisdiction's identified risks, that was developed in conjunction with partner agencies (e.g., state environmental health, state occupational health and safety, and hazard-specific subject matter experts) and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders shall have to execute potential roles. Roles for consideration may include the following elements:

- 11.11.2.1.1 Conducting environmental health assessments;
- 11.11.2.1.2 Potable water inspections; and
- 11.11.2.1.3 Field surveillance interviews.

11.11.2.2 Local Health Department shall complete the biannual performance measure report form distributed by ADHS for use in identifying gaps in planning and implementation of interventions in the jurisdiction.

11.12 CAPABILITY 13: PUBLIC HEALTH SURVEILLANCE AND EPIDEMIOLOGICAL INVESTIGATION

11.12.1 **Definition:** Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

11.12.2 COUNTY OUTPUT REQUIREMENTS:

11.12.2.1 **Participate in State Testing of the Communicable Disease On-Call System.** Local Department of Health shall participate in tests of the communicable disease on-call system, and shall ensure that sufficient staff are identified and trained to participate in all system tests. Jurisdictions shall complete the disease scenario evaluation form and return to ADHS.

11.12.2.2 **Enter Information into MEDSIS as Required and Provide ADHS Staff with Current Contact Information for MEDSIS Liaisons.** Jurisdictions shall maintain a primary and backup MEDSIS liaison; notify ADHS of any changes to the liaison roles or their contact information at the time of the change. MEDSIS liaison responsibilities include requesting/approving new users and notifying ADHS when users no longer require access. The MEDSIS liaison shall participate in the MEDSIS quarterly meetings.

11.12.2.3 **Participate in Epidemiology Trainings and Exercises.** Local Health Department shall participate in the Epidemiology Surveillance and Capacity (ESC) meetings (at least ten (10) out of twelve (12)), "How to" Presentations (at least eighty percent (80%)) and the Arizona Infectious Disease Training and Exercise.

11.12.2.4 **Conduct Investigations of Reported Infectious Diseases and Public Health Incidents.** Local Health Departments shall investigate and report cases of infectious disease as required by Arizona rules and statutes and MEDSIS policies and procedures. Investigation actions should be documented and include the following as necessary: case identification, specimen collection, case investigation / characterization, and control measure implementation. Outbreak investigations should begin within twenty four (24) hours of receipt of report. For

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	Contract No. ADHS12-007884	Amendment No. 7	Procurement Specialist Ana Shoshtarikj

outbreak cases with a focused questionnaire, interview shall be conducted within forty-eight (48) hours.

11.12.2.5 **Report All Identified Outbreaks Within twenty-four (24) Hours.** Local Health Departments shall report all identified outbreaks to ADHS within twenty-four (24) hours utilizing the MEDSIS Outbreak Module; include documentation on outbreak investigation activities as part of jurisdictional mid-year and end-of-year reports to ADHS. At a minimum, include the following information: Outbreak Name, Date Reported to Local Health, Morbidity, Type of Setting, and County of Outbreak Exposure.

11.12.2.6 **Submit Outbreak Summaries to ADHS.** Outbreak summaries shall be submitted to ADHS utilizing the MEDSIS Outbreak Module within thirty (30) days of outbreak closure for all outbreaks investigated. Summary forms shall contain all required minimal elements. *(See Appendix 1)

11.12.2.7 **Complete the Monthly Performance Measure Report Form.** Local Health Departments shall complete the monthly performance measure report form distributed by ADHS for use in identifying gaps in timeliness of reporting, completeness of interviews and monitoring outbreaks in the jurisdiction. Performance measure report information will be utilized for mid-year and end-of-year grant reporting for both PHEP and ELC grant deliverables.

11.12.3 **CAPABILITY 14: RESPONDER SAFETY AND HEALTH**

11.12.3.1 **Definition:** The responder safety and health capability describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

11.12.3.2 **COUNTY OUTPUT REQUIREMENTS:**

Review/update plans to include documentation of the safety and health risk scenarios likely to be faced by public health responders, based on pre-identified jurisdictional incident risks, which are developed in consultation with partner agencies. Plans should include documentation that identifies public health roles and responsibilities related to the jurisdiction's identified risks developed in conjunction with partner agencies and emergency managers. This documentation should identify the protective equipment, protective actions, or other mechanisms that public health responders will need to have to execute potential roles.

11.12.4 **CAPABILITY 15: VOLUNTEER MANAGEMENT**

11.12.4.1 **Definition:** Volunteer management is the ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

11.12.4.2 **COUNTY OUTPUT REQUIREMENTS**

Review Volunteer Management plans to ensure processes are identified to manage spontaneous volunteers to include communication pathways, and a method to refer spontaneous volunteers to other organizations.



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Ana Shoshtarikj

Contract No. **ADHS12-007884**

Amendment No. **7**

DELIVERABLES TABLE	
1	Participate in the All Partners Meeting
2	Attend ADHS Business Meeting
3	Participate in Region Healthcare Coalition Meetings
4	Submit Budget, Work Plan, and comply with PGO financial requirements
5	Participate in Multi-Year Training and Exercise Workshop (MYTEP)
6	Have or have access to an Alert System
7	Provide ADHS a list of systems utilized in your EOC and for information sharing
8	Participate in Communication Pathway testing scenarios on a regular basis
9	Submit PHEP Contact List, Mid-Year
10	Submit timely AAR/IPs to ADHS
11	Participate in Functional Exercise to test ability to stand up and operate EOC
12	Include a Top Hazards list in the Mid-Year Report to ADHS
13	Include a Fatality Management plan in the End of Year Report
14	Participate in ADHS administered communication testing
15	Review and update Mass Care/Sheltering Plans to incorporate additional measures to address At-Risk and Functional & Access Needs
16	Submit executive summaries and improvement plans for three separate SNS drills conducted (CRI counties)
17	Complete SNS Jurisdictional Worksheet if ORR is not conducted (CRI counties)
18	Complete POD Standards Worksheet (Non-CRI counties)
19	Conduct two SNS drills and submit results (Non-CRI counties)
20	Participate in inventory Management System drills
21	Participate in Crisis Standards of Care/Medical Surge training
22	Complete w/ADHS on NPI plan reviews and to complete bi-annual performance measure report
23	Participate in Epidemiology Trainings and Exercises
24	Conduct investigations, report outbreaks, conduct outreach to delayed reporters, submit summaries of outbreaks, complete monthly performance measure report, and enter information into MEDSIS
25	Review Responder Safety Plans and update to include jurisdictional risks
26	Validate that Volunteer Managements plans address spontaneous volunteers



**INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Ana Shoshtarkj

Contract No. **ADHS12-007884**

Amendment No. **7**

APPENDIX ONE (1)

OUTBREAK SUMMARY FORM MINIMAL ELEMENTS

For the minimal elements to be considered complete on the ADHS Outbreak Summary Report Form the following elements need to be completed:

1. For CONTEXT:

- 1.1 County of Exposure
- 1.2 Case Information: # primary ill; # susceptible
- 1.3 Primary setting of exposure
- 1.4 Could etiology be determined

2. For INITIATION of INVESTIGATION:

- 2.1 Date LHD 1st notified
- 2.2 Date ADHS 1st notified
- 2.3 Date Investigation Started

3. For INVESTIGATION METHODS:

- 3.1 Case Definition: Confirmed case; Probable Case; Suspect case (at least one should be filled out)
- 3.2 Other Actions & Investigation methods: Interviewed cases; Interviewed controls; epi studies; traceback; case/pt samples; environmental samples, environmental health assessment; facility/establishment investigation (at least one should be filled out)
- 3.3 Were specimens collected
- 3.4 If yes, what is the confirmed etiology

4. For INVESTIGATION FINDINGS:

- 4.1 Were specimens collected
- 4.2 If yes, what is the confirmed etiology
- 4.3 Signs & Symptoms (at least one filled out)
- 4.4 Was a specific contaminated food, water or environmental vehicle/source identified?

5. For DISCUSSION and/or CONCLUSIONS:

- 5.1 Factors Contributing to an Outbreak: Foodborne; Waterborne; Nosocomial; Person to Person; Zoonotic or Vector (at least one filled out)

6. For RECOMMENDATIONS for CONTROLLING DISEASE:

- 6.1 Outbreak Control section (at least one filled out)

7. For KEY INVESTIGATORS:

- 7.1 Key Investigator section

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

New Liquor License Little General Chevron

Submitted By: Barbara Muenchow, Board of Supervisors

Department: Board of Supervisors

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

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

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #10 (beer/wine store) liquor license submitted by Ms. Andrea Lewkowitz for Little General Chevron located at 1860 S. Hwy 92, Sierra Vista, AZ 85635.

Background:

Ms. Andrea Lewkowitz has applied for a series #10 (beer/wine store) for Little General Chevron located at 1860 S. Hwy 92, Sierra Vista, AZ 85635. The Sheriff's Office has no recommendation. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The Treasurer's Office noted that all property taxes for the location are current.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

New Liquor License Series 13 Hofmann Estate Vineyards & Winery

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: Arlethe Rios **TITLE of PRESENTER:** Clerk of the Board

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 (domestic farm winery) liquor license submitted by Mr. Charles Arthur Hofmann for Hofmann Estate Vineyard & Winery located at 9399 N. High Lonesome Road, McNeal, 85617.

Background:

Mr. Charles A. Hofmann has applied for a series #13 (domestic farm winery) for Hofmann Estate Vineyard & Winery located at 9399 N. High Lonesome Road, McNeal, 85617. The Sheriff's Office has no recommendation. The Planning and Zoning Department have recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division states: "If the applicant's current proposal is to only sell bottles of wine that are commercially produced offsite and single serve wine tasting is offered then [they] have no concerns with the current proposal and no objection to the issuing of Liquor License. If the applicant plans to produce wine onsite, ware washing and reuse of glassware, or prepare food then [they] would require a review of the proposal and work with the applicant to get any licenses required from us."

The Treasurer's Office noted that all property taxes for the location are current and the property is owned by Mr. Hofmann.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Jefferson Road Declaration

Submitted By: Teresa Murphy, Community Development

Department: Community Development

Division: Highway

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Karen Riggs

TITLE of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 28-6701 thru 28-6703

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 15-23 altering the County highway establishment and extinguishing interest in a portion of Jefferson Road, adjacent to the proposed Family Dollar Store in Elfrida.

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. In 1912 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. A second declaration in 1989 widened the established width to 70 feet, 35 feet within the subject property. The use of 35 feet of the subject property for road purposes inhibits the property from being developed for the designed Family Dollar use. The developer has requested to reduce the width by 10 feet in order to provide room for the parking lot, drainage and retention basin. Further the property owners have submitted deeds to dedicate the remaining 25 feet to the County.

Currently this roadway serves multiple local residential roads including access to a school site. As a rural minor collector, a design standard of 60 feet is sufficient for Jefferson Road. In order to clear title and use of the property, staff recommends that the Board reduce the highway establishment from 70 feet to 60 feet, down to 25 feet within the subject property, and abandon any interest that the County may have acquired due to the 1912 plat filing.

Department's Next Steps (if approved):

Once recorded no further Board action necessary. Staff will forward copies of documents to property owners, developer and Planning and Zoning Division.

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 add the Resolution number to the Resolution and the Resolution Map. Also please record the two Deed of Dedications as separate documents. Please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

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

[Executive Summary for Jefferson Road Declaration](#)
[Executive Summary Map for Jefferson Road Declaration](#)
[Resolution and Map for Jefferson Road Declaration](#)
[Deed of Dedication for Jefferson Road Declaration](#)
[Location Map for Jefferson Road Declaration](#)
[PowerPoint for Jefferson Road Declaration](#)

AGENDA SUBMITTAL SHEET
For Internal Use Only

Meeting Info

Title: Jefferson Road Declaration (Use a simple agenda title.)

Meeting Date: 9/15/15

Division: Floodplain, Highway, Right of Way

Agenda Template:

- Fiscal Impact
 No Fiscal Impact
 Public Hearing

Agenda Category:

- Action
 Consent
 Future Work Sessions
 Public Hearing

Presentation:

- No A/V Presentation
 PowerPoint
 Other: DVD, CD, WEB Link

Name of Presenter: Karen Riggs

Title of Presenter: Director

Department's Recommendation: Approve, Disapprove

BOS Signature Required: Yes, No

Number of Original Documents Submitted for BOS Signature: 1

Mandated Function:

- Federal or State Mandate, Local Mandate or Policy, Not Mandated

Source of Mandated Function: ARS 28-6701 thru 28-6703 (List ARS, authority for BOS action, policy, etc.)

Agenda Item Text: Adopt Resolution 15-___, to alter the establishment of a County Highway and extinguish any interest in a portion of Jefferson Road as a declared County Highway as described therein...

To BOS Staff: Document Disposition/Follow-Up: Please add the Resolution number to the Resolution and the Resolution Map. Also please record the two Deed of Dedications as separate documents. Please return a copy of the recorded documents to H&F, attn: Pam Hudgins.

Fiscal Info

Budgeted: Yes, No

Funds Available: Yes, No

Amount Available:

Account Code(s): 1) 2) 3) 4)

Fiscal Year:

One-time Fixed Costs: (\$ amount)

Ongoing Costs: (\$ amount)

AGENDA SUBMITTAL SHEET
For Internal Use Only

County Match Required: (\$ amount)

Source of Funding:

Fiscal Impact & Funding Sources: N/A (Text box to explain if necessary)



Cochise County
Community Development
Highway and Floodplain Division

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

DATE: August 28, 2015

TO: Board of Supervisors

FROM: Karen Riggs, Director

SUBJECT: Resolution 15-__ Jefferson Road, altering the establishment of a County Highway

Recommendation: This department recommends that the accompanying resolution be adopted, altering the County highway establishment and extinguishing interest in a portion of Jefferson Road, adjacent to the proposed Family Dollar Store in Elfrida.

Background (Brief): 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. In 1912 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. A second declaration in 1989 widened the established width to 70 feet, 35 feet within the subject property. The use of 35 feet of the subject property for road purposes inhibits the property from being developed for the designed Family Dollar use. The developer has requested to reduce the width by 10 feet in order to provide room for the parking lot, drainage and retention basin. Further the property owners have submitted deeds to dedicate the remaining 25 feet to the County.

Currently this roadway serves multiple local residential roads including access to a school site. As a rural minor collector, a design standard of 60 feet is sufficient for Jefferson Road. In order to clear title and use of the property, staff recommends that the Board reduce the highway establishment from 70 feet to 60 feet, down to 25 feet within the subject property, and abandon any interest that the County may have acquired due to the 1912 plat filing.

Fiscal Impact & Funding Sources: No fiscal impact.

Next Steps/Action Items/Follow-up: Once recorded no further Board action necessary. Staff will forward copies of documents to property owners, developer and Planning and Zoning Division.

Impact of Not Approving: 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.

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

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

40323006

40323008A

40323010A

403

403

N HIGHWAY 191

W JEFFERSON ROAD



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.



Legend

- Parcels
- Current 35'
- Proposed 25'

RESOLUTION 15-___

ALTER THE ESTABLISHMENT OF A COUNTY HIGHWAY AND EXTINGUISH ANY INTEREST IN A PORTION OF JEFFERSON ROAD IN ELFRIDA

WHEREAS, pursuant to A.R.S. § 28-6701, the Board of Supervisors of Cochise County, Arizona may alter or abandon a County highway, and pursuant to A.R.S. § 28-7201 through 28-7215 may dispose of or extinguish interest in a portion of a roadway that is not necessary for public road use; and

WHEREAS, Jefferson Road was previously established as a County Highway, in 1912 at a width of 66 feet, as depicted on Maps and Plats Book 0 Page 115, and subsequently widened in 1988 to 75 feet, as depicted on Maps and Plats Book 12 Pages 79-79A; and

WHEREAS, on August 25, 2015, a petition was presented to the Board of Supervisors, signed by more than ten resident taxpayers, including the owners of the abutting land, requesting the reduction of width for a County highway establishment and to extinguish any interest the County may have in that area released by the reduced width of Jefferson Road, more particularly described as follows:

LEGAL DESCRIPTION

REDUCED WIDTH OF COUNTY HIGHWAY ESTABLISHMENT

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 35.00 feet to 25.00 feet, across the South boundary of those properties described in Instrument Number 2013-07592 and 0510-41018, records of Cochise County, Arizona.

LEGAL DESCRIPTION

EXTINGUISH ANY INTERERST

A portion of the former County highway established alignment 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:

The North 10.00 feet of the South 35.00 feet adjoining the South boundary of those properties described in Instrument

Number 2013-07592 and 0510-41018, records of Cochise County, Arizona.

WHEREAS, the owners of the land abutting the portion of the County highway to be altered and vacated approve of the action; and

WHEREAS, on September 15, 2015, the Board of Supervisors held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the Arizona Range News/San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

WHEREAS, having considered all comments regarding this request at said hearing, and having determined the alteration of the County highway described hereinabove is in the public interest, and having determined that any interest that the County may have in that portion to be extinguished described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, unknown public utilities may exist within said described portion.

NOW THEREFORE, IT IS RESOLVED that the petition for the alteration of the establishment of the County highway and extinguishing of any interest that the County may have as above described is hereby approved pursuant to ARS 28-7214.

IT IS FURTHER RESOLVED that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2015.

Patrick Call, Chairperson
Board of Supervisors
Cochise County, State of Arizona

ATTEST:

APPROVED AS TO FORM:

Arlethe Rios,
Clerk of the Board

Britt W. Hanson,
Chief Civil Deputy County Attorney



EXHIBIT "A" (Jones Dedication)

A 25.00 foot wide strip of land lying in a portion of Section 15, Township 20 South, Range 26 East, of the Gila and Salt River Meridian, Cochise County, Arizona, more specifically defined as follows:

The south 25.00 feet of Parcel I as defined in that certain Deed recorded as Sequence Number 2011-15892, records of Cochise County, Arizona.



Expires 9/30/2015

WHEN RECORDED MAIL TO:
Cochise County Highway & Floodplain Dept.
Attn: Right-of-way
1415 W. Melody Lane, Bldg. F
Bisbee, AZ, 85603

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

DEED OF DEDICATION
EXISTING ROAD

For and in consideration of the benefits and public service which will result from the conveyance of the property hereinafter described and its use by Cochise County is hereby acknowledged as adequate consideration for this conveyance, I/We, Daniel Zamora/Irene Zamora hereby dedicate to the County of Cochise, a body politic, a strip of land in fee simple across our premises in said County, for the purpose of a public roadway and all incidents thereto; said strip of land more fully described as follows:

See attached "EXHIBIT A"

WITNESS WHEREOF, this instrument has been duly signed and executed this 10 day of JULY, 2015.

[Signature] Irene Zamora

STATE OF ARIZONA

COUNTY OF COCHISE

This instrument was duly acknowledged before me this 10th day of JULY 2015, 2015, by Daniel Zamora Irene Zamora for the purpose and consideration therein contained.

MY COMMISSION EXPIRES:

Sept 15, 2018

[Signature]

Notary Public



Acceptance:

Pat Call, Chairman
Board of Supervisor



EXHIBIT "A" (Zamora Dedication)

A 25.00 foot wide strip of land lying in a portion of Section 15, Township 20 South, Range 26 East, of the Gila and Salt River Meridian, Cochise County, Arizona, more specifically defined as follows:

The south 25.00 feet of Parcels I and II as defined in that certain Deed recorded as Sequence Number 2013-07592, records of Cochise County, Arizona.

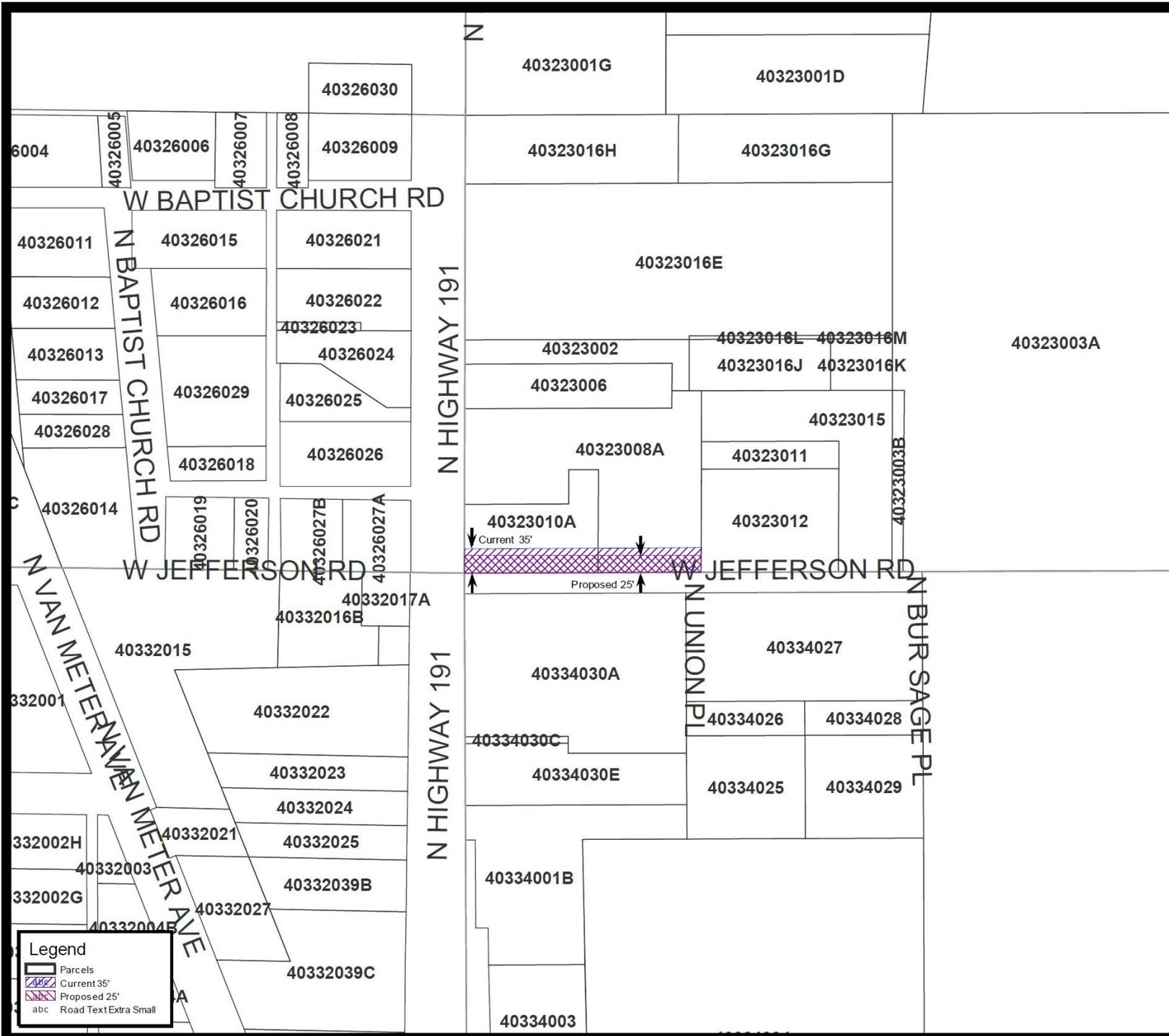


Expires 9/30/2015



Location Map
Jefferson Road
Section 15
Township 20
Range 26

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



Legend

- Parcels
- Current 35'
- Proposed 25'
- abc Road Text Extra Small

COCHISE COUNTY

ALTER THE ESTABLISHMENT OF A COUNTY HIGHWAY AND EXTINGUISH ANY INTEREST IN A PORTION OF JEFFERSON ROAD IN ELFRIDA

September 15, 2015



Public Programs...Personal Service

40323006

40323008A

403

403

40323010A

Current 35'

Proposed 25'

W JEFFERSON ROAD

N HIGHWAY 191



Executive Summary
Jefferson Road
Section 15
Township 20
Range 26

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



Legend

- Parcels
- Current 35'
- Proposed 25'



Jefferson Road facing East

Public Programs...Personal Service





Jefferson Road facing West

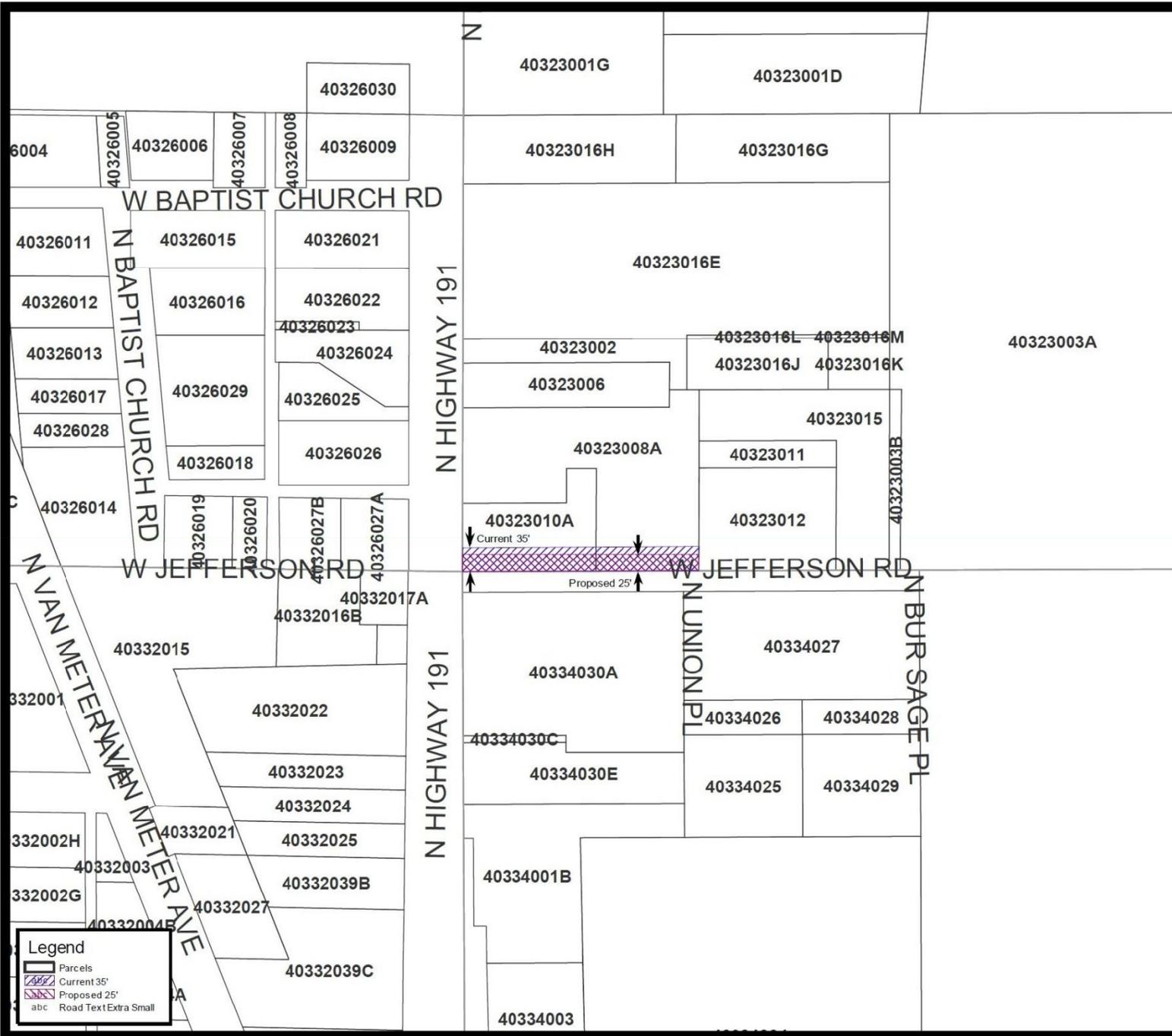
Public Programs...Personal Service





Location Map
Jefferson Road
Section 15
Township 20
Range 26

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



Legend

- Parcels
- Current 35'
- Proposed 25'
- abc Road Text Extra Small

COCHISE COUNTY

This department recommends that the accompanying resolution be adopted, altering the County highway establishment and extinguishing interest in a portion of Jefferson Road, adjacent to the proposed Family Dollar Store in Elfrida.



Action 15.
Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015
Membership in Eastern Arizona Counties Organization
Submitted By: Britt Hanson, County Attorney
Department: Board of Supervisors
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

NAME of PRESENTER: Jim Vlahovich
Mandated Function?: Not Mandated

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: County Administrator
Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Resolution 15-24 approving the Amended Intergovernmental Agreement (IGA) authorizing the membership of Cochise County in the Eastern Arizona Counties Organization and authorizing the Chairman to sign the Amended IGA and Supervisor Searle to sign the Amended By-Laws.

Background:

At Supervisor Searle's request, the Board previously discussed the possibility of joining the Eastern Arizona Counties Coalition (ECO), but at that time the existing IGA among the five county members did not have a mechanism for adding another county, nor did that existing IGA allow for the kind of activities that ECO in fact had undertaken and that Cochise County wanted to undertake as well. ECO has since amended the IGA, as well as the corresponding by-laws. Both the Amended IGA and By-laws are attached to this agenda item. The purposes of ECO are described in Article I of the By-laws.

In anticipation of joining ECO, the Board appointed Supervisor Searle as its representative on the ECO board and budgeted \$6,000 for membership in FY2015-16.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

Cochise County would not be a member of ECO

To BOS Staff: Document Disposition/Follow-Up:

Have Chairman Call execute the Resolution and two copies of the IGA. Have Supervisor Searle execute two copies of the By-laws. Keep one of each document, and send the other to ECO executive director Pascal Berlioux.

Budget Information

Information about available funds

Budgeted: <input checked="" type="checkbox"/>	Funds Available: <input checked="" type="checkbox"/>	Amount Available: \$6000
Unbudgeted: <input type="checkbox"/>	Funds NOT Available: <input type="checkbox"/>	Amendment: <input type="checkbox"/>

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 \$\$\$): 0

Source of Funding?: 0

Fiscal Impact & Funding Sources (if known):

\$6,000 has been budgeted in 100-1400-411.200.

Attachments

[ECO Amended By-laws](#)

ECO Resolution

ECO IGA



BYLAWS

EASTERN ARIZONA COUNTIES ORGANIZATION

ARTICLE I

Name and Definitions

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO).

Section 2. Definitions. This section to be reserved for future use.

ARTICLE II

Statement of Purpose

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372 (Exhibit A) and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

Section 3. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable engage with all relevant federal, state and local governments and other partners or entities as decided by the Board of Directors, in cooperation, coordination, collaboration and other forms of participation, such as but not limited to attending meetings, securing membership in organizations and groups, producing written comments, executing Memorandums of Understanding, obtaining Cooperating Agency status, executing Stewardship Agreements or similar agreements or contracts, supporting actions, objecting or appealing actions, if necessary litigating actions, and in general taking all necessary actions as may be deemed necessary by the Board of Directors to further the purpose of ECO.

Section 4. In addition to the purpose stated in Section 1, ECO, by vote of the Board of Directors may identify from time to time additional purposes and objectives and take all necessary actions to further such purposes and objectives.

ARTICLE III Board of Directors

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement (Exhibit B), these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of Directors appointed by the County Members. Each County shall appoint two Directors; one shall be a member of each County's Board of Supervisors, and one shall be a County staff member appointed by each County, generally the County Manager or County Administrator.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual county Board of Supervisors.

Section 4. Voting. Each Member County has one vote which will be cast by the Supervisor Member when in attendance. When the Supervisor Member is not in attendance, the other Director appointed by the County, generally the County Manager or County Administrator, will cast the County vote. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chair. Telephone and electronic meetings such as but not limited to video conference or webcast, are allowed, provided they are notified and conducted in compliance with the requirements of the Arizona Open Meeting Laws.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chair or of any five Directors. Any place within the State of Arizona may be designated, or a telephone or electronic meeting such as but not limited to video conference or webcast may be held, by the calling authority as the manner for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each Member County not less than twenty-four (24) hours prior to the meeting.

Section 10. Electronic attendance. The Directors may attend the Board of Directors meetings in person or by telephone or electronic means such as but not limited to video conference or webcast, if available, that comply with the requirements of the Arizona Open Meeting Laws.

ARTICLE IV Officers and Staff

Section 1. Board of Directors. The Officers shall consist of a Chair, Vice Chair, Secretary / Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each Officer of the Board of Directors shall serve for a period of one year or until her or his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chair. The Chair shall preside at all meetings of the Board of Directors of ECO. The Chair shall perform the usual duties of the Chair and may speak for and on behalf of the organization when so instructed by the Board. The Chair, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. The Chair may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general the Chair shall perform all duties incidental to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. The Secretary/Treasurer shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent. With the agreement of the Board, the Secretary/Treasurer may delegate to the Executive Director the attending of all meetings of the Board of Directors on the Secretary/Treasurer's behalf, preserving in books of the organization true minutes of the proceedings of all such meetings and giving all notices required by statute, Bylaws, or resolution.

Section 4. Management Action by the Chair and Vice Chair. The Chair and Vice Chair, collectively or individually, shall from time to time provide directives to the Executive Director to carry out all necessary actions to implement the purpose of ECO and implement the directives received from the Board of Directors. Emergency action may be taken by the Chair and Vice Chair, collectively or individually, to provide directives to the Executive Director to carry out the purpose of ECO.

Section 5. Executive Director. The Board of Directors may hire an Executive Director as professional staff for ECO. The Executive Director may be an employee of the County that serves as fiduciary agent for ECO but will report exclusively to the Board of Directors of ECO, the Chair and Vice Chair. The Executive Director shall receive instructions from the Board of Directors and from the Chair and Vice Chair. The Executive Director is authorized to take all necessary actions to carry out the purpose of ECO and implement the directives received from the Board of Directors, the Chair and Vice Chair.

ARTICLE V

Contract, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent .

Section 3. Funds. Any funds which may come in this organization or be subject to its control for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each Member County to be binding on it.

ARTICLE VI

Amendment to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer or Executive Director, by mail or email, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

ARTICLE VII General Provisions

Conduct of Meetings. The procedures of Robert's Rules of Order shall be used to conduct all meetings.

ARTICLE VIII Other Provisions

Section 1. Addition of New Member(s). New County Member(s) may be added to ECO upon majority vote of the Board of Directors in a meeting during which all County Members are represented and take part in the vote, provided that the candidate New County Member(s) make(s) the request by decision of their/its Board of Supervisors to join ECO.

Section 2. One year provisional membership. New County Member(s) joining ECO will join initially for a period of one year, in order for the New County Member(s) and existing County Members to develop their new relationship. Upon the completion of the one year provisional membership, the New County Member(s) will be requested to confirm their/its desire to remain in ECO, and the other County Members will be required to confirm by majority vote the permanent addition of the New County Member(s) to ECO.

Section 3. Revenues. The annual appropriation requested by ECO from the Arizona Legislature based on the annual ECO Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development may be disbursed directly to ECO, or may be disbursed in installments to the County Members. In any case, the annual ECO appropriation shall be considered the property of ECO and, if disbursed in installments to the County Members, shall be transferred to ECO by the County Members regardless of the County Members' engagement in the work of ECO. Other revenues will be treated in a similar manner.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION ON THE DATE INDICATED BELOW.

Supervisor Tom White
Appointed to represent Apache County

Attest: Delwin Wengert
Clerk of Apache County BOS

Date

Supervisor Tommie Martin
Appointed to represent Gila County

Attest: Marian Sheppard
Clerk of Gila County BOS

Date

Supervisor Drew John
Appointed to represent Graham County

Attest: Terry Cooper
Clerk of Graham County BOS

Date

Supervisor David Gomez
Appointed to represent Greenlee County

Attest: Yvonne Pearson
Clerk of Greenlee County BOS

Date

Supervisor Jason Whiting
Appointed to represent Navajo County

Attest: Melissa Buckley
Clerk of Navajo County BOS

Date

Supervisor Richard Searle
Appointed to represent Cochise County

Attest: Arlethe Rios
Clerk of Cochise County BOS

Date

**RESOLUTION BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY TO
JOIN
THE EASTERN ARIZONA COUNTIES ORGANIZATION (ECO) AND EXECUTE
THE IGA AND BY-LAWS.**

Whereas, Arizona Revised Statutes 11-952 authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action, and;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee and Navajo requested in 1993 by joint resolution that the State of Arizona assist the Counties in developing a process to implement Presidential Executive Order 12372 (P.E.O. 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the Counties, and;

Whereas, the Counties are all dependent on measured and appropriate development of all resources to ensure public welfare and promote economic stability, and;

Whereas, it is in the best interests of the Counties to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation, and enhancing economic stability and growth as relates to the management of resources, and;

Whereas, the Counties have undertaken to make scientific, economic, social and cultural information and other data available for analysis to help guide themselves and other agencies in making the best resource management decisions, and;

Whereas, cooperation on the regional level between all parties involved in such decisions is deemed to be most advantageous, and;

Whereas, the Eastern Arizona Counties Organization (ECO) consisting of membership from Apache, Gila, Graham, Greenlee and Navajo Counties was created in 1993 by Intergovernmental Agreement between Apache, Gila, Graham, Greenlee and Navajo Counties, and;

Whereas in the years from 1993 to 2015 ECO evolved to provide to the Original ECO Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction, coordination and collaboration in the decision making process with federal and state agencies, and ;

Whereas in 2015 the Arizona County of Cochise expressed the desire to join ECO and Apache, Gila, Graham, Greenlee and Navajo Counties expressed the desire to include Cochise County in ECO, and ;

Whereas, it is believed that the best method for ensuring that the overall functions of ECO are carried out is to formalize the ECO structure through adoption of an amended intergovernmental agreement and approval of appropriate Bylaws to guide the conduct of ECO business.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The Board of Supervisors of Cochise County approves the Amended Intergovernmental Agreement among Apache, Gila, Graham, Greenlee and Navajo Counties amending the agreement establishing the Eastern Arizona Counties Organization (ECO), which authorizes the membership of Cochise County in the Eastern Arizona Counties Organization; and, authorizes the Chairman to sign the Amended IGA and Supervisor Searle to sign the Amended By-Laws, attached hereto.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 15th day of September, 2015.

PATRICK CALL, Chairman

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson, Chief Civil
Deputy County Attorney

**AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTIES OF
APACHE, GILA, GRAHAM, GREENLEE, NAVAJO AND COCHISE, ARIZONA
TO PARTICIPATE IN, SUPPORT AND ENDORSE THE ACTIONS AND DECISIONS OF THE EASTERN
ARIZONA COUNTIES ORGANIZATION (ECO) WHICH ARE IN COMPLIANCE WITH THE ADOPTED
BYLAWS OF THE ORGANIZATION.**

Whereas, Arizona Revised Statutes 11-952 authorizes two or more public agencies to enter into agreements with one another for joint or cooperative action, and;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee, and Navajo ("Original ECO Counties") requested in 1993 by joint resolution (Exhibit A) that the State of Arizona assist the Original ECO Counties in developing a process to implement Presidential Executive Order 12372 (P.E.O. 12372) related to the clearinghouse process for review of Federal programs which affect the custom, cultures and economic well-being of the counties, and;

Whereas, in accordance with P.E .O. 12372, the Original ECO Counties were subsequently designated by the State as County Official Reviewers (COR) with responsibility to the residents of the Original ECO Counties to provide local and area wide land use, demographic, economic and social information and expertise in the review of federal programs and projects particularly in relationship to the U.S. Department of Agriculture and the U.S. Department of the Interior land management activities, as well as programs involving State Land, and;

Whereas, a primary function of ECO was originally to efficiently and effectively implement the Procedures for Arizona Single Point of Contact Review Process According to Presidential Executive Order 12372, and ;

Whereas in the years from 1993 to 2015 ECO evolved to provide to the Original ECO Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction, coordination and collaboration in the decision making process with federal and state agencies, and ;

Whereas in 2015 the Arizona County of Cochise expressed the desire to join ECO and the Original ECO Counties expressed the desire to include Cochise County in ECO, and ;

Whereas, it is believed that the best method for ensuring that the overall functions of ECO are carried out is to formalize the ECO structure through adoption of an amended intergovernmental agreement and approval of appropriate Bylaws to guide the conduct of ECO business, and ;

Whereas, the Arizona Counties of Apache, Gila, Graham, Greenlee, Navajo and Cochise ("Counties") are all dependent on measured and appropriate development of all resources to ensure public welfare and promote economic stability, and;

Whereas , it is in the best interests of the Counties to combine their efforts whenever possible to further the goals of ensuring cultural and social preservation, and enhancing economic stability and growth as relates to the management of resources, and;

Whereas, the Counties have undertaken to make scientific, economic, social and cultural information and other data available for analysis to help guide themselves and other agencies in making the best resource management decisions, and:

Whereas, cooperation on the regional level between all parties involved in such decisions is deemed to be most advantageous.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

Section 1. The Eastern Arizona Counties Organization (ECO) originally consisting of membership from Apache, Gila, Graham, Greenlee and Navajo Counties is hereby amended to include Cochise County. The term of this agreement is as specified in Section 7 herein.

Section 2. By execution and acceptance of this agreement, each ECO County hereby adopts the Arizona Single Point of Contact (SPOC) procedures according to: Presidential Executive Order 12372 which is fully incorporated into this document as Exhibit B; Arizona Executive Order 2013-09 which is fully incorporated into this document as Exhibit C; and User Manual For State Single Point Of Contact (SPOC) Procedures In Arizona - Updated December 4, 2014, which is fully incorporated into this document as Exhibit D.

Section 3. In accordance with the provisions of Sec. 4 of Exhibit B, each ECO County, Board of Supervisors or its designee shall act as County official reviewers for the explicate review of direct federal projects for the U.S. Department of Agriculture and its respective agencies which include the Forest Service, Soil Conservation Service and Farmers Home Administration, U.S. Department of the Interior and its respective agencies which include the Bureau of Land Management, National Park Service and U.S. Fish and Wildlife Service affecting their areas. The County official reviewers will attend scoping meetings, receive direct federal notices from the Single Point of Contact (SPOC), and attend the meetings in the early stages for the purpose of review and assuring the consistency of the proposed activity to be in the best interest and development of each of their counties.

Section 4. The purpose and authorities of ECO are set forth in the Bylaws as incorporated in Exhibit E to this agreement and adopted as part of this agreement and as may be subsequently amended in accordance with the adopted Bylaws.

Section 5. Each ECO County Board of Supervisors shall, in accordance with adopted Bylaws, appoint two representatives to the ECO Board of Directors, one of whom will be a member of that County's Board of Supervisors.

Section 6. The finances and budgetary matters of ECO shall be addressed in the manner set forth in Article V of the Bylaws with annual budgets established by the Board of Directors and approved annually by each County Board of Supervisors representative. Navajo County will act as fiscal agent for the purposes of this Intergovernmental Agreement. Each member's manner of financing their participation in ECO shall be at the discretion of each County's Board of Supervisors and may include commitment of general funds, grant funds or other available funding.

Section 7. This agreement shall remain in effect for one (1) year from the effective date and will be automatically renewed for successive one (1) year intervals unless terminated by any member County after 30 days written notification to the Chairman provided, however, that the termination by any one

County shall not affect the agreements with other Counties. This agreement may be canceled pursuant to ARS 38-511, the pertinent provisions of which are fully incorporated herein by reference.

Section 8. The acquisition of property under the ownership of ECO is not anticipated. However, should this occur, the disposition of such property upon partial or complete termination of this agreement shall be decided by the Board of Directors in an open meeting with the approval of each Board of Supervisors which is participating in the agreement at the time of the termination.

Section 9. It is agreed that all proceedings, meetings, actions and decisions of the Board of Directors will comply with the Arizona Open Meeting Law. No representation of an ECO decision, position or action shall be made without proper notification pursuant to the Arizona Open Meeting Law nor without prior approval of the Board of Directors in compliance with the provisions of the adopted Bylaws.

Section 10. Any contract, memorandum of understanding, or agreement entered into by ECO on behalf of or binding upon any member County must be approved by the affected County's Board of Supervisors in order to be effective.

Section 11. Nothing in this agreement shall in any way abrogate the member Counties' rights, obligations and abilities to conduct mandated and discretionary County functions, or otherwise protect, in any lawful manner deemed appropriate, the best interests of the County.

Section 12. This agreement shall become effective upon filing with the Secretary of State.

Section 13. Attached hereto as Exhibit F, are the Resolutions or Action Reports of each County Board of Supervisors approving this agreement.

Section 14. All agreements in conflict with this are hereby rescinded.

APPROVED by each County on the date indicated below.

Supervisor Tom White
Chairman Apache County Board of Supervisors

Attest: Delwin Wengert
Clerk Apache County BOS

Date

Michael Whiting
Apache County Attorney

Supervisor Patrick Call
Chairman Cochise County Board of Supervisors

Attest: Arlethe Rios
Clerk Cochise County BOS

Date

Brian McIntyre
Cochise County Attorney

Supervisor Michael Pastor
Chairman Gila County Board of Supervisors

Attest: Marian Sheppard
Clerk Gila County BOS

Date

Bradley Beauchamp
Gila County Attorney

Supervisor Danny Smith
Chairman Graham County Board of Supervisors

Attest: Terry Cooper
Clerk Graham County BOS

Date

Kenny Angle
Graham County Attorney

Supervisor David Gomez
Chairman Greenlee County Board of Supervisors

Attest: Yvonne Pearson
Clerk Greenlee County BOS

Date

Derek Rapier
Greenlee County Attorney

Supervisor Dawnafe Whitesinger
Chairwoman Navajo County Board of Supervisors

Attest: Melissa Buckley
Clerk Navajo County BOS

Date

Brad Carlyon
Navajo County Attorney

Exhibit A

RESOLUTIONS OF THE BOARDS OF SUPERVISORS OF APACHE, GILA
GRAHAM, GREENLEE AND NAVAJO COUNTIES TO AVAIL THEMSELVES
OF THE INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS
PROVIDED BY PRESIDENTIAL EXECUTIVE ORDER 12372 OF
JULY 14, 1982 AND 12416 OF APRIL 8, 1983

WHEREAS, the President of the United States, through his Presidential Executive Order (P.E.O.) 12372 of July 14, 1982 and P.E.O. 12416 of April 8, 1983, ordered federal agencies to provide opportunity for State and local governments through their respective elected officials for consultation with those Federal agencies having a direct affect on the custom, culture and economic well being of their respective governmental jurisdictions, to support state and local governments by discouraging Federal funding of planning organizations that are not adequately representative of or accountable to local elected officials, and further directed federal agencies to utilize the state process to determine official views of state and local elected officials; and

WHEREAS, the under signed counties wish to avail themselves of their rights to have the Federal agencies obtain the official views of the local elected officials concerning any plans and actions which may affect their custom, culture and economic well being, communicate early with governmental entities concerning any such plans and action, accommodate concerns of local elected officials when directly affected, allow review of Federal programs in another State which may affect this State by their implementation; and

WHEREAS, the State of Arizona has the authority to request and implement the process necessary to bring the federal agencies into compliance with the above referenced Presidential Executive Orders; and

WHEREAS, the President is relying on the local process to foster an intergovernmental partnership and a strengthened federalism through these orders; and specifically authorizes state delegation to local elected officials the review, coordination, and communication with federal agencies; and

NOW THEREFORE BE IT RESOLVED, the above signed counties request the State of Arizona to assist in developing a process which will implement P.E.O. 12372 and P.E.O. 12416 to maintain an effective clearing house process of Federal plans which affect the custom, cultures and economic well being of the governmental entities involved and we request the Governor delegate county and municipal elected officials the review, coordination and communication with Federal agencies.



Joe Shirley Jr., Chairman
Apache County Board of Supervisors

ATTEST: 

Clarence Bigelow
Clerk of the Board



Ron Christensen, Chairman
Gila County Board of Supervisors

ATTEST: 

Daniel Field
County Manager



Delbert Householder, Chairman
Graham County Board of Supervisors

ATTEST: 

JOE CARTER
COUNTY MANAGER



Fred Zumwalt, Chairman
Greenlee County Board of Supervisors

ATTEST: 

ROB STOKES
COUNTY ADMINISTRATOR



Perry Deal, Chairman
Navajo County Board of Supervisors

ATTEST: 

Sharon R. Keene
Clerk of the Board

Exhibit B

Executive Order 12372--Intergovernmental Review of Federal Programs

Source: The provisions of Executive Order 12372 of July 14, 1982, appear at 47 FR 30959, 3 CFR, 1982 Comp., p. 197, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, including Section 401(a) of the Intergovernmental Cooperation Act of 1968 (42 U.S.C. 4231(a)), Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 (42 U.S.C. 3334) and Section 301 of Title 3 of the United States Code, and in order to foster an intergovernmental partnership and a strengthened federalism by relying on State and local processes for the State and local government coordination and review of proposed Federal financial assistance and direct Federal development, it is hereby ordered as follows:

[Preamble amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Section 1. Federal agencies shall provide opportunities for consultation by elected officials of those State and local governments that would provide the non-Federal funds for, or that would be directly affected by, proposed Federal financial assistance or direct Federal development.

Sec. 2. To the extent the States, in consultation with local general purpose governments, and local special purpose governments they consider appropriate, develop their own processes or refine existing processes for State and local elected officials to review and coordinate proposed Federal financial assistance and direct Federal development, the Federal agencies shall, to the extent permitted by law:

- (a) Utilize the State process to determine official views of State and local elected officials.
- (b) Communicate with State and local elected officials as early in the program planning cycle as is reasonably feasible to explain specific plans and actions.
- (c) Make efforts to accommodate State and local elected officials' concerns with proposed Federal financial assistance and direct Federal development that are communicated through the designated State process. For those cases where the concerns cannot be accommodated, Federal officials shall explain the bases for their decision in a timely manner.
- (d) Allow the States to simplify and consolidate existing Federally required State plan submissions. Where State planning and budgeting systems are sufficient and where permitted by law, the substitution of State plans for Federally required State plans shall be encouraged by the agencies.
- (e) Seek the coordination of views of affected State and local elected officials in one State with those of another State when proposed Federal financial assistance or direct Federal development has an impact on interstate metropolitan urban centers or other interstate areas. Existing interstate mechanisms that are redesignated as part of the State process may be used for this purpose.
- (f) Support State and local governments by discouraging the reauthorization or creation of any planning organization which is Federally-funded, which has a Federally-prescribed membership, which is

established for a limited purpose, and which is not adequately representative of, or accountable to, State or local elected officials.

Sec. 3.

(a) The State process referred to in Section 2 shall include those where States delegate, in specific instances, to local elected officials the review, coordination, and communication with Federal agencies.

(b) At the discretion of the State and local elected officials, the State process may exclude certain Federal programs from review and comment.

Sec. 4. The Office of Management and Budget (OMB) shall maintain a list of official State entities designated by the States to review and coordinate proposed Federal financial assistance and direct Federal development. The Office of Management and Budget shall disseminate such lists to the Federal agencies.

Sec. 5.

(a) Agencies shall propose rules and regulations governing the formulation, evaluation, and review of proposed Federal financial assistance and direct Federal development pursuant to this Order, to be submitted to the Office of Management and Budget for approval.

(b) The rules and regulations which result from the process indicated in Section 5(a) above shall replace any current rules and regulations and become effective September 30, 1983.

[Sec. 5 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Sec. 6. The Director of the Office of Management and Budget is authorized to prescribe such rules and regulations, if any, as he deems appropriate for the effective implementation and administration of this Order and the Intergovernmental Cooperation Act of 1968. The Director is also authorized to exercise the authority vested in the President by Section 401(a) of that Act (42 U.S.C. 4231(a)), in a manner consistent with this Order.

Sec. 7. The Memorandum of November 8, 1968, is terminated (33 Fed. Reg. 16487, November 13, 1968). The Director of the Office of Management and Budget shall revoke OMB Circular A-95, which was issued pursuant to that Memorandum. However, Federal agencies shall continue to comply with the rules and regulations issued pursuant to that Memorandum, including those issued by the Office of Management and Budget, until new rules and regulations have been issued in accord with this Order.

Sec. 8. The Director of the Office of Management and Budget shall report to the President by September 30, 1984 on Federal agency compliance with this Order. The views of State and local elected officials on their experiences with these policies, along with any suggestions for improvement, will be included in the Director's report.

[Sec. 8 amended by Executive Order 12416 of Apr. 8, 1983, 48 FR 15587, 3 CFR, 1983 Comp., p. 186]

Exhibit C

Executive Order 2013-09

ESTABLISHING THE ARIZONA OFFICE of GRANTS and FEDERAL RESOURCES

WHEREAS, grants are a key component of the State of Arizona's budget; and

WHEREAS, grants, particularly federal grants, have a significant effect on the Arizona economy and the fiscal interests of the citizens of Arizona; and

WHEREAS, the maximum benefits from grant programs are only achieved by reducing unnecessary administrative costs while simultaneously improving program performance and outcomes, increasing overall results, while ensuring integrity, transparency, and accountability in the process; and

WHEREAS, Arizona should fully explore cost and regulatory burden matters before entering into grant partnerships with organizations; and

WHEREAS, the State of Arizona should be wise, thorough, competitive, consistent and strategic in securing available grants and other federal resources; and

WHEREAS, in 1982, President Reagan issued Executive Order 12372, "Intergovernmental Review of Federal Programs," which provided states with an opportunity to review and coordinate proposed federal resources; and

WHEREAS, Executive Order 12372 enables each state to designate an entity to establish a clearinghouse for seeking federal grants; and

WHEREAS, a state clearinghouse for seeking grants should be created to (1) eliminate duplicative administration and costs; (2) ensure proposals are in accordance with state plans, policies, programs, objectives, and procedures; (3) determine if the proposed project is fiscally and programmatically prudent; (4) provide critical information for state accounting and other business systems; and (5) provide information to state government and businesses concerning proposed activities that may affect them.

NOW, THEREFORE, I, Janice K. Brewer, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of the State of Arizona do hereby establish the "OFFICE of GRANTS and FEDERAL RESOURCES (GFR) and order as follows:

- 1) The Arizona Department of Administration (ADOA) shall house and provide all administrative support to the GFR as needed.
- 2) The GFR shall work to support the Governor's Office of Strategic Planning and Budget (OSPB) with their responsibilities as they relate to A.R.S. § 41-723.
- 3) The GFR shall serve as the single point of contact (SPOC) for grant applications by the State.
 - a. The GFR shall have a complete process to identify, review, and track all proposals for assistance in accordance with applicable federal and state laws.
 - b. The GFR shall capture all grant information electronically in order to provide critical information to the state accounting system or other business systems.
 - c. The GFR shall review the best practices of other States' SPOC that have been designated to participate in the intergovernmental review process with the United States Office of Management and Budget (OMB).
- 4) The GFR shall research, document, and make recommendations concerning legal and statutory authorities, including any obstacles, for grant applications and awards to the State of Arizona.
- 5) The GFR shall establish methods to communicate and collaborate with state agencies involved in grant applications.
- 6) The GFR shall develop, implement, and maintain an Arizona State Grants Management Manual.

- 7) The GFR shall provide training, technical assistance, and professional development to state grant professionals including the implementation of an Arizona Certified Grant Professional designation.
- 8) The GFR shall provide oversight for all federal grant transparency reporting, including but not limited to, American Recovery and Reinvestment Act (ARRA) Section 1512, Federal Funding Accountability and Transparency Act (FFATA), and the recently introduced Digital Accountability and Transparency Act (DATA) or other similar reporting requirements.
- 9) The GFR shall establish and maintain a statewide OMB Circular A-133 Single Audit Clearinghouse.
- 10) The GFR shall research and document concerning trends in findings of Arizona's Annual Single Audit report as they pertain to grants and make recommendations on how to resolve existing findings, prevent new findings, and in general reduce the number of findings per grant dollars expended.
- 11) The GFR shall develop and implement statewide performance measures related to grants and issue a report to OSPB on these measures annually.
- 12) The GFR may establish partnerships and working relationships with private and local government entities to enhance Arizona's ability to procure and manage grants.
- 13) All Executive Branch agencies, boards, and commissions are authorized and directed to cooperate with the GFR in implementing the provisions of this order.
- 14) This Executive Order shall take effect immediately upon signature.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.



Janice K. Brewer
GOVERNOR

DONE at the Capitol in Phoenix on this twenty-ninth day of October in the Year Two Thousand Thirteen and of the Independence of the United States of America the Two Hundred and Thirty-Eighth.

ATTEST:

Kim Bennett

Secretary of State

Exhibit D

**USER MANUAL
FOR
STATE SINGLE POINT OF CONTACT (SPOC)
PROCEDURES
IN
ARIZONA**

Coordination of Applications
for
Grant Funds
as established by
Presidential Executive Order 12372
and
Arizona Executive Order 2013-09

State of Arizona
Department of Administration (DOA)
Office of Grants and Federal Resources (GFR)

Updated December 4, 2014

PREFACE

This manual is issued to inform applicants for federal and non-federal grant assistance of the procedures that must be followed to comply with Presidential Executive Order (E. O.) 12372 signed by President Reagan on July 24, 1982 and State Executive Order 2013-09 signed by Governor Brewer on October 28, 2013.

The procedures set forth in this manual supersede all procedures previously issued. These procedures are effective March 1, 2015.

If you have questions, please call Matthew Hanson, Statewide Grant Administrator, at GFR, within DOA, at (602) 542-7567 or e-mail him at Matthew.Hanson@azdoa.gov.

BACKGROUND

In October 1968, the United States Congress passed the Intergovernmental Cooperation Act in an attempt to improve relationships between the federal agencies and state, local and regional government entities along with private agencies by requiring the coordination of planning and programming efforts. The intent of the Act was to reduce duplication of effort and avoid conflicting effort within a state while facilitating orderly growth and development consistent with state, local and regional objectives.

The Office of Management and Budget issued Circular A-95 in July 1969, later revised, to implement:

- The provisions of Section 201 and Title IV of the Intergovernmental Cooperation Act by calling for the establishment of state, regional and metropolitan clearinghouses to aid in the coordination of projects involving federal grant dollars, providing for gubernatorial review and comment on federally required State plans, and establishing the project notification and review system which allows the Clearinghouse to review and comment on applications being made for federal dollars;
- Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 which calls for the review of federal loan or grant requests for assistance in carrying out open-space land projects or for the planning of construction of hospitals, airports, libraries, water supply and distribution facilities along with water development and land conservation projects within a metropolitan area; and
- Section 102(2)(C) of the National Environmental Policy Act of 1969 and regulations of the Council on Environmental Policy which call for the review and comment of certain federal or federally-assisted projects by state and local agencies responsible for environmental standards.

Through its years of implementation, the Circular A-95 review process was found to be cumbersome, ineffective and, in general, ignored by the federal agencies. President Reagan implemented his philosophy of "New Federalism" whereby reliance on states making their own decisions according to their particular needs was emphasized. One of the results of "New Federalism" was a complete rethinking of Circular A-95 review process. On July 14, 1982, President Reagan instituted the Intergovernmental Review Process of Federal Programs by signing E. O. 12372. The Circular A-95 rules remained in effect until federal agencies issued new rules under the Executive Order.

On June 24, 1983, federal agencies published final rules implementing E. O. 12372 and listed which programs were covered under the Executive Order. The rules no longer referred to the State Clearinghouse but rather to a Single Point of Contact (SPOC) for each state.

On October 28, 2013, Governor Brewer signed E. O. 2013-09 instituting the Intergovernmental Review of Federal Programs in Arizona in compliance with E. O. 12372.

PROCEDURES

I. General

The Intergovernmental Review should be completed before an application or a request for funds is submitted to the grantor agency. However, our office realizes that this cannot always be done; therefore, we will accept simultaneous submissions.

The procedures are different whether the requests for grant funds originate from a state agency, an institution of higher education, private or local government entity.

- State Agencies

All state agencies must go through the Intergovernmental Review process regardless of whether the grant program is covered under the Presidential Executive Order.

The E. O. shall be interpreted as including all types of assistance (federal and non-federal grants, cooperative agreements, contracts, reimbursable agreements, etc.), whether formulaic or competitive, whether a formal application is required or not, and whether there is a mandatory or optional state match (in-kind or cash).

- Institutions of Higher Education, Private or Local Government Entities

Institutions of higher education, private or local government entities are required to go through the Intergovernmental Review process only for those programs covered by the Presidential Executive Order. Requests for proposals are usually published in the Federal Register where E. O. 12372 requirements are specified and it provides information regarding the SPOC.

At this point, higher education, private or local government entities are only covered under the E. O. when their applications for federal assistance impact directly or indirectly the state budget. Additionally, the rule applies whether the match (in-kind or cash) is optional or mandatory. If this E. O. is still applicable to your entity, please contact Matthew Hanson, Statewide Grant Administrator, at either 602-542-7567 or Matthew.Hanson@azdoa.gov, to inquire about compliance requirements.

II. Purpose

The general purpose of the Intergovernmental Review process is to:

1. avoid duplication of effort in the application for and use of federal funds;
2. ensure compliance with federal and state statutes, and state and local plans; and
3. determine impact on current and future state budgets.

III. Submission

No applicant shall forward an application to a federal agency without securing a State Application Identifier (SAI) which is an 8-digit number issued by GFR. Additionally, on OMB Standard Form (SF) 424, Item 19, an applicant shall answer in the affirmative to the question "Is Application Subject to Review By State Under Executive Order 12372 Process?" Assignment of an SAI does not signify approval of your grant application, project or program by the SPOC.

Effective March 1, 2015, utilizing the eCivis system will be the only means of obtaining the SAI for a grant application. The SAI will be requested automatically within the eCivis system when the funding opportunity status is "Application Preparation" or higher.

Within the eCivis system, the completed OMB SF-424 and Program Narrative from the grant application (or equivalent documents if not federal assistance) should be uploaded when the user marks the funding opportunity as under "Application Preparation" or higher status. This action will generate a new task for GFR titled "*Obtain State Application Identifier (SAI) Numbering Letter from the Arizona Office of Grants and Federal Resources.*" Once the task has been completed by GFR, the SAI numbering letter will be saved to the "Documents" tab associated with the project within the eCivis system and the task will move from the "Pending Tasks" tab to the "Completed Tasks" one.

For those grants, projects, or programs requiring a pre-application, the applicant shall request the SAI prior to submitting the pre-application. The SPOC will assign an SAI to the pre-application. When the grantor agency has approved the pre-application and an application is submitted, the applicant shall keep and use the same SAI assigned to the pre-application. The applicant shall upload it to eCivis for a final review/comment.

If the application process requires a Letter of Intent (LOI) or Notification of Intent (NOI), a copy of that document must be transmitted to the SPOC directly or uploaded to eCivis for informational purposes.

Revisions or amendments to an application must be uploaded to eCivis as they are transmitted to the grantor agency. This is important, especially, if the changes are made prior to the SPOC review.

All communications and documents sent to the SPOC after an SAI has been assigned should reference the SAI.

Exhibit E

BYLAWS

EASTERN ARIZONA COUNTIES ORGANIZATION

ARTICLE I

Name and Definitions

Section 1. Name. The organization shall be known as the Eastern Arizona Counties Organization (ECO).

Section 2. Definitions. This section to be reserved for future use.

ARTICLE II

Statement of Purpose

The purpose of the organization shall include, but not be limited to the following:

Section 1. To implement to the fullest extent practicable the procedures for Arizona Single Point of Contact review process according to Presidential Executive Order 12372 and any other lawfully executed cooperative agreement which provides the member Counties with the means to exercise a more effective and unified political force on public land management issues affecting the Counties.

Section 2. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable provide to the member Counties a clearinghouse of technical, scientific, social, cultural and economic information and advice to the individual counties for more effective interaction in the decision making process with federal and state agencies. In this regard ECO will assist the Counties in procuring professional services for studies and other activities as may be required to fulfill the needs of the member Counties.

Section 3. In order to be effective in accomplishing the purpose stated in Section 1, ECO shall to the greatest extent practicable engage with all relevant federal, state and local governments and other partners or entities as decided by the Board of Directors, in cooperation, coordination, collaboration and other forms of participation, such as but not limited to attending meetings, securing membership in organizations and groups, producing written comments, executing Memorandums of Understanding, obtaining Cooperating Agency status, executing Stewardship Agreements or similar agreements or contracts, supporting actions, objecting or appealing actions, if necessary litigating actions, and in general taking all necessary actions as may be deemed necessary by the Board of Directors to further the purpose of ECO.

Section 4. In addition to the purpose stated in Section 1, ECO, by vote of the Board of Directors may identify from time to time additional purposes and objectives and take all necessary actions to further such purposes and objectives.

ARTICLE III Board of Directors

Section 1. General Powers. The Board of Directors shall have only those powers necessary to carry out the management, business, and affairs of the organization and such other powers as are necessary and incidental to the performance of ECO not in conflict with the Intergovernmental Agreement, these Bylaws, and the laws of this State.

Section 2. Board of Directors. The Board of Directors shall consist of Directors appointed by the County Members. Each County shall appoint two Directors; one shall be a member of each County's Board of Supervisors, and one shall be a County staff member appointed by each County, generally the County Manager or County Administrator.

Section 3. Appointment and Term of Office. Each Director will serve at the discretion of each individual county Board of Supervisors.

Section 4. Voting. Each Member County has one vote which will be cast by the Supervisor Member when in attendance. When the Supervisor Member is not in attendance, the other Director appointed by the County, generally the County Manager or County Administrator, will cast the County vote. Board decisions will be made by majority vote of the Counties represented by duly appointed officials at any meeting.

Section 5. Meetings. The Board of Directors may provide by resolution the time and place, either within or without the State of Arizona, for holding regular meetings of the Board. Unless otherwise specified by resolution of the Board, the Board shall meet at the call of the Chair. Telephone and electronic meetings such as but not limited to video conference or webcast, are allowed, provided they are notified and conducted in compliance with the requirements of the Arizona Open Meeting Laws.

Section 6. Special Meetings of the Board. A special meeting of the Board of Directors may be called by or be held at the request of the Chair or of any five Directors. Any place within the State of Arizona may be designated, or a telephone or electronic meeting such as but not limited to video conference or webcast may be held, by the calling authority as the manner for holding such special meeting.

Section 7. Quorum. A majority of the Counties in representation shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Counties are present at such meeting, a majority of the Counties present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be necessary to determine a motion, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compliance with Arizona Open Meeting Law. All meetings and notices thereof shall be subject to and conducted in accordance with the Arizona Open Meeting Laws. Notice of all meetings, including agendas shall be posted at the office of the Board of Supervisors of each Member County not less than twenty-four (24) hours prior to the meeting.

Section 10. Electronic attendance. The Directors may attend the Board of Directors meetings in person or by telephone or electronic means such as but not limited to video conference or webcast, if available, that comply with the requirements of the Arizona Open Meeting Laws.

ARTICLE IV Officers and Staff

Section 1. Board of Directors. The Officers shall consist of a Chair, Vice Chair, Secretary / Treasurer, who shall have authority to act in those circumstances and on those matters as directed by the Board.

Section 2. Term of Office. Each Officer of the Board of Directors shall serve for a period of one year or until her or his successor is duly elected and qualified. New officers shall be elected at the first meeting of the calendar year.

Section 3. Duties of Officers. The Officers shall have the following powers and duties:

Subd. 1. Chair. The Chair shall preside at all meetings of the Board of Directors of ECO. The Chair shall perform the usual duties of the Chair and may speak for and on behalf of the organization when so instructed by the Board. The Chair, with the concurrence of the Board, shall make all committee appointments and shall be an ex officio member of all committees. The Chair may sign, with the Secretary/Treasurer or any other proper officer of the organization authorized by the Board of Directors, any documents which the Board of Directors has authorized to be executed. And in general the Chair shall perform all duties incidental to the office of Chair and such other duties as may be prescribed by the Board of Directors from time to time.

Subd. 2. Vice Chair. In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to the Vice Chair by the Chair or by the Board of Directors.

Subd. 3. Secretary/Treasurer. The Secretary/Treasurer will be appointed from the County acting as the fiscal agent of ECO under the IGA. The Secretary/Treasurer shall attend all meetings of the Board of Directors and shall preserve in books of the organization true minutes of the proceedings of all such meetings. The Secretary/Treasurer shall give all notices required by statute, Bylaws, or resolution. The fiscal agent shall have custody of ECO funds and shall keep an accurate account of all receipts and disbursements, and shall maintain all monies in a separate fund in the Treasurer's Office of the County acting as fiscal agent. With the agreement of the Board, the Secretary/Treasurer may delegate to the Executive Director the attending of all meetings of the Board of Directors on the Secretary/Treasurer's behalf, preserving in books of the organization true minutes of the proceedings of all such meetings and giving all notices required by statute, Bylaws, or resolution.

Section 4. Management Action by the Chair and Vice Chair. The Chair and Vice Chair, collectively or individually, shall from time to time provide directives to the Executive Director to carry out all necessary actions to implement the purpose of ECO and implement the directives received from the Board of Directors. Emergency action may be taken by the Chair and Vice Chair, collectively or individually, to provide directives to the Executive Director to carry out the purpose of ECO.

Section 5. Executive Director. The Board of Directors may hire an Executive Director as professional staff for ECO. The Executive Director may be an employee of the County that serves as fiduciary agent for ECO but will report exclusively to the Board of Directors of ECO, the Chair and Vice Chair. The Executive Director shall receive instructions from the Board of Directors and from the Chair and Vice Chair. The Executive Director is authorized to take all necessary actions to carry out the purpose of ECO and implement the directives received from the Board of Directors, the Chair and Vice Chair.

ARTICLE V

Contract, Checks, Deposits, and Funds

Section 1. Contracts. The Board of Directors may authorize in compliance with the IGA any officers, agent or agents of the organization to enter into any contract or agreement or execute and deliver an instrument in the name of or on behalf of ECO and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All warrants, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of ECO shall be payable by the fiscal agent and in such manner as customarily used by the fiscal agent .

Section 3. Funds. Any funds which may come in this organization or be subject to its control for its use in furthering and promoting the aims and purposes of ECO or its policies shall be received, disbursed, controlled and accounted for by the Secretary/Treasurer and the fiscal agent.

Section 4. Money Commitment. The amount of financing will be set from time to time on an individual project basis and/or may be provided for by the payment of dues on an annual basis as requested by the Board of Directors. Any action that shall involve a commitment to contribute funds to any program or project of the organization, or a commitment to pay annual dues shall be ratified by each Member County to be binding on it.

ARTICLE VI

Amendment to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted in the following manner:

Section 1. These Bylaws may be added to or amended after being proposed for addition or amendment by the Board of Directors and said addition or amendment being approved by all Counties.

Section 2. Notice of proposal of new Bylaws or an amendment to an existing Bylaw stating the purpose of each new proposed Bylaw or amendment, the reason therefor and a copy of the proposed new Bylaw or amendment shall be sent by the Secretary/Treasurer or Executive Director, by mail or email, to each member of the Board prior to the next scheduled meeting of the Board.

Section 3. After a new Bylaw or an amendment to an existing Bylaw has been proposed as herein provided, such new Bylaw or amendment may be approved for presentation to the Counties by a vote representing the concurrence of two-thirds of the Board membership provided that proper notice has been given. The new Bylaw or amendment shall be sent to all Counties for approval.

Section 4. Such addition or amendment to an existing Bylaw when duly approved by all Counties shall go into immediate effect following its adoption unless otherwise provided.

ARTICLE VII General Provisions

Conduct of Meetings. The procedures of Robert's Rules of Order shall be used to conduct all meetings.

ARTICLE VIII Other Provisions

Section 1. Addition of New Member(s). New County Member(s) may be added to ECO upon majority vote of the Board of Directors in a meeting during which all County Members are represented and take part in the vote, provided that the candidate New County Member(s) make(s) the request by decision of their/its Board of Supervisors to join ECO.

Section 2. One year provisional membership. New County Member(s) joining ECO will join initially for a period of one year, in order for the New County Member(s) and existing County Members to develop their new relationship. Upon the completion of the one year provisional membership, the New County Member(s) will be requested to confirm their/its desire to remain in ECO, and the other County Members will be required to confirm by majority vote the permanent addition of the New County Member(s) to ECO.

Section 3. Revenues. The annual appropriation requested by ECO from the Arizona Legislature based on the annual ECO Plan for Receipt and Expenditure of Monies for County Environmental Programs Impacting Economic Development may be disbursed directly to ECO, or may be disbursed in installments to the County Members. In any case, the annual ECO appropriation shall be considered the property of ECO and, if disbursed in installments to the County Members, shall be transferred to ECO by the County Members regardless of the County Members' engagement in the work of ECO. Other revenues will be treated in a similar manner.

ACCEPTED, APPROVED AND ADOPTED BY EACH COUNTY BY RESOLUTION ON THE DATE INDICATED BELOW.

Supervisor Tom White
Appointed to represent Apache County

Attest: Delwin Wengert
Clerk of Apache County BOS

Date

Supervisor Tommie Martin
Appointed to represent Gila County

Attest: Marian Sheppard
Clerk of Gila County BOS

Date

Supervisor Drew John
Appointed to represent Graham County

Attest: Terry Cooper
Clerk of Graham County BOS

Date

Supervisor David Gomez
Appointed to represent Greenlee County

Attest: Yvonne Pearson
Clerk of Greenlee County BOS

Date

Supervisor Jason Whiting
Appointed to represent Navajo County

Attest: Melissa Buckley
Clerk of Navajo County BOS

Date

Supervisor Richard Searle
Appointed to represent Cochise County

Attest: Arlethe Rios
Clerk of Cochise County BOS

Date

Exhibit F

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/15/2015

Approve Sales from the July 2015 Online Tax Deed Land Auction

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 Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve sales from the July 2015 Tax Deed Land Auction of parcels and units listed on Exhibit A and authorize the Clerk to post the remaining unsold properties for sale on an over-the-counter basis (see Exhibit B).

Background:

From July 13 to July 24, 2015, the first Online Tax Deed Land Auction was conducted, resulting in property sales of \$97,846.91. A total of 138 parcels were sold. All sold parcel information is on the attached Exhibit A (Parcels Sold). All funds were collected through our vendor Public Surplus and a check from them was sent to the County to desposit with the Treasurer's Office. A listing of the Parcels Sold was also provided to the County Treasurer to update the tax roll.

Exhibit B shows the remaining Unsold properties still available for over-the-counter (OTC) purchase. Staff is requesting the Board authorize posting of the OTC list immediately, together with the updated interactive map. Some bidders paid after July 31 and we will be bringing those parcels for your approval once those funds are received from Public Surplus.

Prior to posting the OTC list, however, BOS staff will REVISE the OTC Terms and Conditions:

- 1) to include a provision that any counter-bids offered in an OTC sale must be in increments of \$25 over the submitted bid, and
- 2) that if multiple bids are received on the same parcel in an OTC situation, all bids will be opened and the highest bidder will be successful. If two or more bids for the same parcel are received for the same amount, the bid received first will be awarded the property.

Many thanks to the Board for allowing this process to be done online making it easier for bidders to participate in our auction.

Department's Next Steps (if approved):

Post OTC property list on website and work with bidders interested in purchasing those properties. REVISE OTC terms and conditions as noted above.

When funds have cleared the bank and all required notarized forms are in, issue deeds to new owners and record same.

Impact of NOT Approving/Alternatives:

Properties will not be deeded to the buyers and deposited funds will be returned.

To BOS Staff: Document Disposition/Follow-Up:

See Background section & Dept Next Steps section.

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.
