



# Cochise County Board of Supervisors

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

**ANN ENGLISH**  
Vice-Chairman  
District 2

**RICHARD R. SEARLE**  
Supervisor  
District 3

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

## **AGENDA FOR REGULAR BOARD MEETING**

**Tuesday, October 20, 2015 at 10:00 AM**

BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

**PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

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

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*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 certificates to businesses that are breast feeding friendly.

### **CONSENT**

#### **Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of September 15, 2015.
2. Approve acceptance of Quit Claim Deed from Terry E. Maynard and Eileen F. Maynard (Grantors) to Cochise County for real property described as "The Northwest quarter of the Southeast quarter of SECTION 31, TOWNSHIP 17 South, RANGE 21 East of the Gila and Salt River Base and Meridian, Cochise County, AZ; EXCEPTION there from the West 1186.16 feet; and FURTHER EXCEPTION the East 50 feet thereof, as filed in the office of the County Recorder, Cochise County, Arizona" (APN 120-10-006U) as recommended by the Highway & Floodplain Division and the County Attorney's Office.

## **Community Development**

3. Approve Zoning Ordinance 15-07 approving Docket Z-15-06, amending the zoning district designation for parcel 102-57-301 to MR-1 from R-9, pursuant to the request of Mr. Raul Hidalgo.

## **County Sheriff**

4. Approve contract 2016-PT-055 between Cochise County and the Governor's Office of Highway Safety for \$1,107 to purchase tint meters to be used during traffic enforcement effective October 1, 2015 to September 30, 2016.
5. Approve contract 2016-AL-061 between Cochise County and the Governor's Office of Highway Safety for \$7,108 to purchase an Intoxilyzer 8000 effective October 1, 2015 to September 30, 2016.
6. Approve Refund Receipt between the Cochise County Sheriff's Office (the County) and Airwest Helicopters LLC (AWH) for the return of \$56,150 in credit for unused services provided to the Sheriff's Office for helicopter support.
7. Approve the 2015 Homeland Security Grant Program Award Subrecipient Agreement Number 15041-01 between the Arizona Department of Homeland Security and the Cochise County Sheriff's Office for the purchase of a two way radio headset for use by the Sheriff's Office SWAT members in the amount of \$15,800 effective October 1, 2015 through September 30, 2016.
8. Approve the 2015 Homeland Security Grant Program Award Subrecipient Agreement Number 150401-02 between the Arizona Department of Homeland Security and the Cochise County's Sheriff's Office for the purchase of 5 Ballistic Vests, 5 Ballistic Helmets and 1 Ballistic Shield for use by the Sheriff's Office SWAT members in the amount of 17,550 for the period of October 1, 2015 through September 30, 2016.

## **Court Administration**

9. Certify that the total court revenues collected in Fiscal Year 2014/2015 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, \$348,244.30, pursuant to ARS 41-2421.

## **Emergency Services**

10. Approve the 2015 Cochise County Mutual Aid Agreement between Cochise County and the County based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments for a period of 5 years, with an annual renewal option.
11. Approve Subrecipient Agreement 15-AZDOHS-HSGP-15400-01 between the Arizona Department of Homeland Security and the Cochise County Office of Emergency Services to fund Citizen Corp volunteer group activities in the amount of \$4,800 for the period of October 1, 2015 through September 30, 2016.

## **Finance**

12. Approve demands and budget amendments for operating transfers.

## **Health & Social Services**

13. Approve Memorandum of Understanding (MOU) between Cochise Health & Social Services (CHSS) and Chiricahua Community Health Centers, Inc. (CCHCI) for the use of Willcox clinic in emergency situations.

## **Indigent Defense**

14. Approve an award of contract to Mark E. Evans, PLLC for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for the period of October 20, 2015 through June 30, 2015.

## ***ACTION***

### **Board of Supervisors**

15. Approve an Intergovernmental Agreement (IGA) with City of Douglas to acquire the Right-of-Way for a proposed Port of Entry effective July 30, 2015 through July 30, 2025, unless terminated by either party.
16. Approve a letter to Eastern Arizona Counties Organization (ECO) disclaiming Cochise County participation in Existing "Equity".
17. Approve the revised and restructured Cochise County Organization Chart.
18. Approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.

### **Clerk of Superior Courts**

19. Approve an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security (ADES) and the Clerk of the Court for Cochise County for \$73,030 annually to assist with the costs of processing IV-D case files for the period of October 1, 2015 through September 30, 2020.

### **Community Development**

20. Approve a permit fee waiver request in the amount of \$3,379 for the City of Douglas for the Wastewater Treatment Plant Solar Project, parcel 401-31-002E.
21. Approve an Intergovernmental Agreement (IGA) between the City of Benson and Cochise County for Planning Services and Building Inspections effective October 20, 2015 with annual renewal options.

## **Court Administration**

22. Approve a request for update in security, workstation improvements and kitchen/jury room upgrades.

## **CALL TO THE PUBLIC**

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

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

### **SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Patrick Call**

**Report by District 2 Supervisor, Ann English**

**Report by District 3 Supervisor, Richard Searle**

Pursuant to the Americans with Disabilities Act (ADA), Cochise County does not, by reason of a disability, exclude from participation in or deny benefits or services, programs or activities or discriminate against any qualified person with a disability. Inquiries regarding compliance with ADA provisions, accessibility or accommodations can be directed to Chris Mullinax, Safety/Loss Control Analyst at (520) 432-9720, FAX (520) 432-9716, TDD (520) 432-8360, 1415 Melody Lane, Building F, Bisbee, Arizona 85603.

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**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:** 10/20/2015

Presentation of Breast Feeding Friendly Business Awards

**Submitted By:** Mary Gomez, Health & Social Services

**Department:** Health & Social Services

**Presentation:** No A/V  
Presentation

**NAME of PRESENTER:** Renee Cooper **TITLE of PRESENTER:** WIC Director

**ORGANIZATION NAME of PRESENTER:** N/A

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**Information**

**Agenda Item Text:**

Presentation of certificates to businesses that are breast feeding friendly.

**Background:**

CHSS, through our WIC Division, annually recognizes local businesses who are nominated to receive an award for demonstrating a breast feeding friendly environment in the work place. Nominees are selected by WIC participants and members of the public, including employees and customers of that business. All nominees were visited by our two breast feeding peer support counselors and evaluated using a simple questionnaire describing the environment and attitudes at that business toward breast feeding mothers. The nominations were submitted beginning in August during World Breastfeeding Week. Besides promotion of the health benefits for both mom and baby with breastfeeding, a primary goal for this year's award was to further publicize the concept of "breastfeeding-friendly" business and what this means. Related economic benefits to a business organization are too great to pass off as simply a family matter. The payoff can be significant: more satisfied, loyal employees and cost savings to the business. These savings are seen in such areas as retention of experienced employees; reduction in sick time taken by both moms and dads for children's illnesses; and lower health care and insurance costs. For more information on the Business Case for Breastfeeding visit the website: [www.makingitworkarizona.com](http://www.makingitworkarizona.com). The goal for future awards will be to recognize and celebrate breastfeeding-friendly businesses in our county and provide technical support in the areas of workplace policies and procedures. CHSS plans to launch its campaign next year in April 2016.

**To BOS Staff: Document Disposition/Follow-Up:**

None needed

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

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 September 15, 2015.

**Background:**

Minutes

**Department's Next Steps (if approved):**

Signed minutes routed for processing and posted on the internet.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Send to the Recorder's Office for microfiche purposes.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Warrants

Minutes

**Cochise Co. Demands 9.15.15**

91937	08/19/2015	American First Financial, LLC	\$23.39	92014	08/20/2015	Dell Marketing LP	\$17,332.25
91938	08/19/2015	Bursey & Associates, P.C.	\$90.52	92015	08/20/2015	Deluxe Business Forms	\$203.01
91939	08/19/2015	Cochise County/Sheakley/National Bank	\$8,659.64	92016	08/20/2015	Deneke, Buffy	\$260.40
91940	08/19/2015	DCS	\$490.84	92017	08/20/2015	Ditch Witch of Arizona	\$168.34
91941	08/19/2015	GMAC, c/o Jennifer A. Christie	\$20.72	92018	08/20/2015	Ditch Witch of Arizona	\$1,629.00
91942	08/19/2015	Gurstel Chargo PA	\$313.82	92019	08/20/2015	Douglas NAPA	\$1,306.22
91943	08/19/2015	Hammerman, Stanley M.	\$467.45	92020	08/20/2015	Ellis Towing LLC	\$258.50
91944	08/19/2015	NYS Child Support Processing Center	\$32.00	92021	08/20/2015	Emily Danies Attorney at Law LLC	\$600.00
91945	08/19/2015	Pennsylvania SCDU	\$215.00	92022	08/20/2015	Empire Southwest LLC	\$5,442.71
91946	08/19/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,662.81	92023	08/20/2015	ENTECH	\$2,490.00
91947	08/19/2015	Support Payment Clearinghouse	\$6,680.73	92024	08/20/2015	FasPsych, LLC	\$3,510.00
91948	08/19/2015	Treasurer of Virginia	\$137.00	92025	08/20/2015	Fisher Sand & Gravel	\$318,300.00
91949	08/19/2015	U.S. Department of Education	\$160.79	92026	08/20/2015	Flores, Juan P	\$350.00
91950	08/19/2015	United Way	\$30.00	92027	08/20/2015	Flores, Juan P	\$6,203.00
91951	08/19/2015	Aqua Life	\$11.00	92028	08/20/2015	Forensic Fire Consultants, LTD	\$1,062.50
91952	08/19/2015	Arizona State Treasurer	\$184,567.00	92029	08/20/2015	Frank Tadeo's Chevron Service	\$12.50
91953	08/19/2015	Arizona Water Company	\$2,109.42	92030	08/20/2015	Gale Group	\$85.57
91954	08/19/2015	Benson, City of	\$296.74	92031	08/20/2015	Griffith, David B. Esq.	\$11,400.00
91955	08/19/2015	CenturyLink	\$65.84	92032	08/20/2015	Griffith, David B. Esq.	\$9,000.00
91956	08/19/2015	CenturyLink	\$355.72	92033	08/20/2015	Instrument Development Corporation	\$118.91
91957	08/19/2015	CenturyLink	\$71.95	92034	08/20/2015	Interstate Battery	\$334.95
91958	08/19/2015	Flores, Dora	\$440.31	92035	08/20/2015	Jensen's Sierra Vista Mortuary	\$500.00
91959	08/19/2015	New World Systems Corporation	\$1,620.00	92036	08/20/2015	Jeremy J. Waite Esquire P.C.	\$6,000.00
91960	08/19/2015	Southwest Gas Corporation	\$3,018.63	92037	08/20/2015	John William Lovell, PC	\$1,625.00
91961	08/19/2015	Sprint	\$69.09	92038	08/20/2015	JWS Web Design LLC	\$750.00
91962	08/19/2015	Sulphur Springs Valley Electric Coop, Inc.	\$763.03	92039	08/20/2015	Kathy N. Bell, N.P.	\$350.00
91963	08/19/2015	Sulphur Springs Valley Electric Coop, Inc.	\$1,054.36	92040	08/20/2015	Kelly, Peter A.	\$17,006.95
91964	08/19/2015	Sulphur Springs Valley Electric Coop, Inc.	\$16,386.76	92041	08/20/2015	Koy, Dany	\$350.00
91965	08/19/2015	Valley Telephone Cooperative, Inc.	\$292.89	92042	08/20/2015	Language Line Services, Inc.	\$51.79
91966	08/19/2015	Verizon Wireless	\$51.22	92043	08/20/2015	Language Line Services, Inc.	\$99.26
91967	08/19/2015	Verizon Wireless	\$8,178.89	92044	08/20/2015	Legal Transcription Services Plus	\$90.00
91968	08/19/2015	Watkins, Robert	\$301.00	92045	08/20/2015	Levitt, Harriette P.	\$915.00
91969	08/20/2015	Abril, Barbara Elizabeth	\$195.00	92046	08/20/2015	Long, Jerrod D. DDS	\$1,610.00
91970	08/20/2015	AFLAC	\$11,681.31	92047	08/20/2015	Lowell A. Jensen, PLC	\$2,450.00
91971	08/20/2015	ARAMARK Services, Inc.	\$42,049.34	92048	08/20/2015	Manring, Donald Gene	\$250.00
91972	08/20/2015	ARAMARK Services, Inc.	\$5,184.48	92049	08/20/2015	McEachern, Janelle Esq	\$1,050.00
91973	08/20/2015	Arizona Department of Corrections - Douglas	\$957.50	92050	08/20/2015	McGowan, Mark J.	\$6,000.00
91974	08/20/2015	Arizona Department of Corrections - Douglas	\$935.50	92051	08/20/2015	McNeil's Custom Engraving	\$47.48
91975	08/20/2015	Arizona Department of Corrections - Douglas	\$96.00	92052	08/20/2015	Merle's Automotive Supply, Inc.	\$983.15
91976	08/20/2015	Arizona Department of Corrections - Douglas	\$36.00	92053	08/20/2015	Murray, Alyssa	\$1,000.00
91977	08/20/2015	Arizona Department of Corrections - Douglas	\$76.00	92054	08/20/2015	Natale, Gail Gianasi	\$35.00
91978	08/20/2015	Arizona Department of Corrections - Douglas	\$15.75	92055	08/20/2015	Natale, Gail Gianasi	\$80.00
91979	08/20/2015	Arizona Department of Corrections - Douglas	\$4.50	92056	08/20/2015	Neuropsychological Assessment & Consulting, PLC	\$2,700.00
91980	08/20/2015	Arizona Department of Corrections - Douglas	\$22.50	92057	08/20/2015	Nina L. Caples, P.C.	\$1,310.14
91981	08/20/2015	Arizona Department of Corrections - Douglas	\$63.00	92058	08/20/2015	Nyander, Penny Sue	\$1,649.20
91982	08/20/2015	Arizona Department of Corrections - Douglas	\$258.00	92059	08/20/2015	O'Rielly Chevrolet, Inc.	\$235.83
91983	08/20/2015	Arizona Department of Corrections - Douglas	\$189.00	92060	08/20/2015	Panayiotis A. Ellinas, MD MPH	\$625.00
91984	08/20/2015	Arizona Public Defender Association	\$240.00	92061	08/20/2015	Personnel Evaluation Inc.	\$80.00
91985	08/20/2015	Arizona State Land Department	\$630.52	92062	08/20/2015	Pitney Bowes, Inc.	\$1,305.53
91986	08/20/2015	Arizona State Land Department	\$1,585.79	92063	08/20/2015	Porta-Pot	\$887.25
91987	08/20/2015	Arizona State Land Department	\$311.47	92064	08/20/2015	Prudential Overall Supply	\$92.45
91988	08/20/2015	Arizona State Prison Complex - Fort Grant	\$381.81	92065	08/20/2015	Prudential Overall Supply	\$52.71
91989	08/20/2015	Arizona State Prison Complex - Fort Grant	\$236.25	92066	08/20/2015	Prudential Overall Supply	\$133.50
91990	08/20/2015	Audio Editions	\$167.54	92067	08/20/2015	Pueblo Mechanical & Controls, Inc.	\$21,361.19
91991	08/20/2015	Baker & Taylor, Inc.	\$982.14	92068	08/20/2015	Purcell's Western State Tire Company	\$5,695.85
91992	08/20/2015	Banning Creek Enterprises, LLC	\$7,392.00	92069	08/20/2015	Reed, Cynthia - Court Reporter	\$600.00
91993	08/20/2015	Batelli Enterprises, Inc.	\$150.00	92070	08/20/2015	Rivers Farms and Trucking	\$7,721.50
91994	08/20/2015	Big Dave's Towing & Roadside	\$10.00	92071	08/20/2015	Robert J. Zohlmann, Esq.	\$1,600.00
91995	08/20/2015	Bio-Reference Laboratories, Inc.	\$264.08	92072	08/20/2015	Rothrock Investigations	\$1,846.10
91996	08/20/2015	Bisbee Towing	\$50.00	92073	08/20/2015	RWC International, LTD	\$2,538.99
91997	08/20/2015	Bisbee Towing	\$125.00	92074	08/20/2015	RWC International, LTD	\$67.42
91998	08/20/2015	Bourke, Nancy	\$1,517.89	92075	08/20/2015	RWC International, LTD	\$1,537.72
91999	08/20/2015	Brown & White Inc	\$60,000.00	92076	08/20/2015	Safelite Autoglass Corp.	\$432.17
92000	08/20/2015	Canyon State Wireless Inc.	\$475.00	92077	08/20/2015	Schlesinger, Aaron	\$1,484.00
92001	08/20/2015	Canyon State Wireless Inc.	\$1,425.00	92078	08/20/2015	Sedillos, Lorna	\$75.00
92002	08/20/2015	Cardinal Health Inc.	\$625.85	92079	08/20/2015	Senergy Petroleum LLC	\$19,733.48
92003	08/20/2015	Catholic Community Services Southern AZ, Inc.	\$319.00	92080	08/20/2015	Senergy Petroleum LLC	\$4,654.15
92004	08/20/2015	Center for Disease Detection, LLC	\$196.00	92081	08/20/2015	Senergy Petroleum LLC	\$19,679.45
92005	08/20/2015	Center for Disease Detection, LLC	\$188.00	92082	08/20/2015	Sierra OB GYN	\$21.00
92006	08/20/2015	Center Point Large Print	\$41.94	92083	08/20/2015	Sierra Vista Medical Group	\$77.87
92007	08/20/2015	CenturyLink	\$33.42	92084	08/20/2015	Sierra Vista NAPA	\$168.68
92008	08/20/2015	CenturyLink	\$32.93	92085	08/20/2015	Sierra Vista, City of	\$251.82
92009	08/20/2015	CenturyLink	\$893.79	92086	08/20/2015	Sierra Vista, City of	\$13,837.01
92010	08/20/2015	Cochise County Fair Association	\$285.00	92087	08/20/2015	Smith, Richard	\$200.00
92011	08/20/2015	Cochise Motorsports Inc.	\$6,788.62	92088	08/20/2015	Solarwinds Network Management	\$2,424.00
92012	08/20/2015	Crowell, Patricia	\$112.11	92089	08/20/2015	Sound Off Signal	\$16,950.60
92013	08/20/2015	DeConcini McDonald Yetwin & Lacy, P.C.	\$2,805.56				

92090	08/20/2015	Spence Forensic Resources	\$1,200.00	92168	08/26/2015	Valley Telephone Cooperative, Inc.	\$1,182.07
92091	08/20/2015	Staples	\$221.90	92169	08/26/2015	Verizon Wireless	\$151.74
92092	08/20/2015	Streitfeld, Stephen V. MD PC	\$500.00	92170	08/26/2015	Wick Communications	\$58.12
92093	08/20/2015	Sulphur Springs Valley Electric Coop, Inc.	\$885.93	92171	08/26/2015	Barillas, Hector J.F., PHD	\$1,008.00
92094	08/20/2015	Sweedo, Michael CLPE	\$1,635.00	92172	08/26/2015	Mauldin, Martha	\$39.49
92095	08/20/2015	The Law Office of Castro & Le, PLLC	\$465.00	92173	08/26/2015	University Physicians Healthcare, Inc.	\$500.00
92096	08/20/2015	Thorn Law Office	\$5,692.30	92174	08/27/2015	AL-JON, Manufacturing LLC	\$3,506.86
92097	08/20/2015	Those Guys	\$3,642.36	92175	08/27/2015	Amazon.com LLC	\$1,543.15
92098	08/20/2015	Udall Law Firm, LLP	\$1,809.24	92176	08/27/2015	Arizona Department of Corrections - Douglas	\$52.00
92099	08/20/2015	UniFirst Corporation	\$212.81	92177	08/27/2015	Arizona Department of Corrections - Douglas	\$304.50
92100	08/20/2015	University Physicians Healthcare, Inc.	\$500.00	92178	08/27/2015	Arizona Department of Corrections - Douglas	\$2,091.75
92101	08/20/2015	Valley Telephone Cooperative, Inc.	\$107.09	92179	08/27/2015	Arizona Department of Corrections - Douglas	\$120.00
92102	08/20/2015	Valley Telephone Cooperative, Inc.	\$192.59	92180	08/27/2015	Arizona Department of Corrections - Douglas	\$216.00
92103	08/20/2015	Verizon Wireless	\$61.82	92181	08/27/2015	Arizona Department of Corrections - Douglas	\$67.50
92104	08/20/2015	Watson Chevrolet	\$1,302.92	92182	08/27/2015	Arizona Department of Corrections - Douglas	\$42.75
92105	08/20/2015	Waxie Sanitary Supply	\$1,050.62	92183	08/27/2015	Arizona Department of Corrections - Douglas	\$237.00
92106	08/20/2015	Waxie Sanitary Supply	\$117.40	92184	08/27/2015	Arizona Dept of Corrections ASPC-Tucson	\$94.50
92107	08/20/2015	West & Zickerman, PLLC	\$2,316.20	92185	08/27/2015	Arizona Department of Revenue	\$35.50
92108	08/20/2015	West Press	\$1,677.82	92186	08/27/2015	Arizona Public Service (APS)	\$3,064.91
92109	08/20/2015	Westlawn Chapel & Mortuary	\$920.00	92187	08/27/2015	Arizona State Prison Complex - Fort Grant	\$180.00
92110	08/20/2015	Wick Communications	\$2,332.50	92188	08/27/2015	Arizona State Prison Complex - Fort Grant	\$84.26
92111	08/20/2015	Willcox Auto Parts Inc.	\$881.51	92189	08/27/2015	Arizona State Prison Complex - Fort Grant	\$2,590.80
92112	08/20/2015	Willcox Auto Parts Inc.	\$1,417.54	92190	08/27/2015	Arizona Water Company	\$4,826.51
92113	08/20/2015	Williams Melo PLC	\$350.00	92191	08/27/2015	Audio Editions	\$483.91
92114	08/20/2015	WR Ryan Company	\$2,012.58	92192	08/27/2015	B&S Supply Co, Inc	\$1,551.56
92115	08/20/2015	Arizona State Land Department	\$3,400.00	92193	08/27/2015	Baker & Taylor, Inc.	\$204.17
92116	08/20/2015	Arizona Supreme Court	\$10,948.67	92194	08/27/2015	Banning Creek Enterprises, LLC	\$11,940.00
92117	08/20/2015	Buckeye Cam Dealer LLC	\$1,638.00	92195	08/27/2015	Batelli Enterprises, Inc.	\$150.00
92118	08/20/2015	Cochise County Juvenile Court Services	\$448.22	92196	08/27/2015	Benson Police Department	\$82.60
92119	08/20/2015	Cochise County Sheriff's Department	\$2,439.45	92197	08/27/2015	Bisbee Observer	\$98.66
92120	08/20/2015	Durham, Savannah	\$1,000.00	92198	08/27/2015	Brown, Mark L	\$2,030.00
92121	08/20/2015	Elbrock Water Systems, LLC	\$404.22	92199	08/27/2015	Canyon State Wireless Inc.	\$285.00
92122	08/20/2015	Hu, Lynn	\$36.76	92200	08/27/2015	Cardinal Health Inc.	\$1,105.55
92123	08/20/2015	Searle, Richard	\$1,032.98	92201	08/27/2015	CenturyLink	\$677.69
92124	08/20/2015	Acuna, Gloria	\$381.35	92202	08/27/2015	CenturyLink	\$32.92
92125	08/20/2015	Carina, Cynthia M	\$34.00	92203	08/27/2015	CenturyLink	\$32.92
92126	08/20/2015	Cook, Bonita L.	\$60.90	92204	08/27/2015	Correctional Counseling Inc	\$3,000.00
92127	08/20/2015	Fernandez, Elizabeth	\$41.00	92205	08/27/2015	CRM of America LLC	\$6,084.00
92128	08/20/2015	Gilligan, Judith	\$84.10	92206	08/27/2015	Crowell, Patricia	\$31.90
92129	08/20/2015	Graves, Sara	\$44.00	92207	08/27/2015	Deneke, Buffy	\$6.90
92130	08/20/2015	Hawkins, Tarin	\$43.09	92208	08/27/2015	Dorado Personnel, Sierra Vista Personnel	\$358.80
92131	08/20/2015	Huntley, Martha	\$51.00	92209	08/27/2015	Douglas Police Department	\$3,080.33
92132	08/20/2015	Lamberton, Karen Lynn	\$246.41	92210	08/27/2015	Empire Southwest LLC	\$1,589.21
92133	08/20/2015	Lindsay, Laura	\$31.90	92211	08/27/2015	Envir Earthscapes, Inc. dba Groundskeeper	\$2,420.00
92134	08/20/2015	Lord, Priscilla	\$199.18	92212	08/27/2015	Envir Science Corporation Lab Sciences	\$296.00
92135	08/20/2015	Miller, Samantha, Victoria	\$174.46	92213	08/27/2015	Gale Group	\$61.58
92136	08/20/2015	Morales, Rebecca A.	\$178.88	92214	08/27/2015	Gignac, Judith	\$34.80
92137	08/20/2015	Owen, Lauri J	\$249.23	92215	08/27/2015	Government Finance Officers Association	\$840.00
92138	08/20/2015	Soltero, Emma	\$44.00	92216	08/27/2015	Hopper Jr., Albert N	\$4,100.00
92139	08/20/2015	Sturm, Norman	\$167.00	92217	08/27/2015	Insight Public Sector	\$4,721.81
92140	08/20/2015	Swartz, LaRae	\$50.17	92218	08/27/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$2,031.75
92141	08/24/2015	AOC Corrections Officer Retire	\$18,755.30	92219	08/27/2015	JWS Web Design LLC	\$750.00
92142	08/24/2015	Correction Officers	\$6,733.17	92220	08/27/2015	Lamoree, Candace Jean	\$100.00
92143	08/24/2015	EODCRS	\$9.06	92221	08/27/2015	Legend Technical Services, Inc.	\$89.00
92144	08/24/2015	Fire Fighter's Police Officer's Cancer Insurance	\$50.00	92222	08/27/2015	Lehigh Safety Shoes	\$322.67
92145	08/24/2015	Nationwide Retirement Solutions	\$507.50	92223	08/27/2015	Merle's Automotive Supply, Inc.	\$1,692.87
92146	08/24/2015	Public Safety Retirement Syst	\$21,006.27	92224	08/27/2015	Nyander, Penny Sue	\$347.40
92147	08/24/2015	Public Safety Retirement Syst	\$17,150.41	92225	08/27/2015	O'Rielly Chevrolet, Inc.	\$395.42
92148	08/24/2015	Public Safety Retirement Syst	\$1,231.94	92226	08/27/2015	Packaging One, Inc.	\$2,792.25
92149	08/24/2015	Public Safety Retirement Syst	\$1,244.08	92227	08/27/2015	Prisoner Trans Services America LLC (PTS)	\$1,266.10
92150	08/24/2015	Public Safety Retirement Syst	\$634.38	92228	08/27/2015	Prudential Overall Supply	\$110.20
92151	08/26/2015	Fire Fighter's Police Officer's Cancer Insurance	\$3,900.00	92229	08/27/2015	Prudential Overall Supply	\$52.71
92152	08/26/2015	Arizona Public Service (APS)	\$2,349.79	92230	08/27/2015	Prudential Overall Supply	\$277.89
92153	08/26/2015	Arizona Public Service (APS)	\$1,830.97	92231	08/27/2015	Rally Point Alpha, LLC	\$4,999.00
92154	08/26/2015	Benson, City of	\$323.71	92232	08/27/2015	Recorded Books, LLC	\$422.42
92155	08/26/2015	CenturyLink	\$67.66	92233	08/27/2015	Reed, Cynthia - Court Reporter	\$944.80
92156	08/26/2015	CenturyLink	\$1,729.18	92234	08/27/2015	Ron Turley Associates, Inc.	\$992.63
92157	08/26/2015	CenturyLink	\$133.17	92235	08/27/2015	Safelite Autoglass Corp.	\$526.48
92158	08/26/2015	Clear Springs Utility, Inc.	\$67.64	92236	08/27/2015	SCS Engineers, SCS Field Serv, SCS Energy,	\$4,200.00
92159	08/26/2015	Coalition of Arizona/New Mexico Counties	\$7,600.00	92237	08/27/2015	Senergy Petroleum LLC	\$18,881.98
92160	08/26/2015	Douglas Dispatch	\$27.00	92238	08/27/2015	Senergy Petroleum LLC	\$2,252.80
92161	08/26/2015	IBM	\$1,390.97	92239	08/27/2015	Senergy Petroleum LLC	\$20,273.63
92162	08/26/2015	Pueblo del Sol Water Company	\$108.94	92240	08/27/2015	SHI International Corp.	\$1,897.06
92163	08/26/2015	Southeastern AZ Contractors Assn (SACA)	\$16.00	92241	08/27/2015	Sloan R. King, PhD, LLC	\$7,500.00
92164	08/26/2015	Southwest Gas Corporation	\$121.15	92242	08/27/2015	Southwestern Scale Co., Inc.	\$826.50
92165	08/26/2015	Sulphur Springs Valley Electric Coop, Inc.	\$626.14	92243	08/27/2015	Sparkletts	\$146.94
92166	08/26/2015	Sulphur Springs Valley Electric Coop, Inc.	\$593.34	92244	08/27/2015	Staples	\$310.66
92167	08/26/2015	Turner, Doris	\$200.00	92245	08/27/2015	Stericycle Inc.	\$995.28

92246	08/27/2015	Sullivan, Kristine	\$25.00	92324	09/02/2015	LexisNexis Matthew Bender	\$1,181.76
92247	08/27/2015	Sulphur Springs Valley Electric Coop, Inc.	\$49.86	92325	09/02/2015	Southwest Gas Corporation	\$212.71
92248	08/27/2015	Sulphur Springs Valley Electric Coop, Inc.	\$691.17	92326	09/02/2015	Sparkletts	\$65.12
92249	08/27/2015	Sulphur Springs Valley Electric Coop, Inc.	\$4,251.43	92327	09/02/2015	Sulphur Springs Valley Electric Coop, Inc.	\$263.79
92250	08/27/2015	Thomson West	\$9,519.46	92328	09/02/2015	Sulphur Springs Valley Electric Coop, Inc.	\$423.67
92251	08/27/2015	Thomson West	\$1,958.42	92329	09/02/2015	Sulphur Springs Valley Electric Coop, Inc.	\$285.95
92252	08/27/2015	Titan Machinery Inc.	\$2,526.49	92330	09/02/2015	Waste Mgmt of Arizona - Sierra Vista Hauling	\$139.90
92253	08/27/2015	Titan Machinery Inc.	\$1,003.50	92331	09/02/2015	Waste Mgmt of Arizona - Sierra Vista Hauling	\$154.17
92254	08/27/2015	UniFirst Corporation	\$212.81	92332	09/02/2015	Waste Mgmt of Arizona - Sierra Vista Hauling	\$323.91
92255	08/27/2015	Valley Telephone Cooperative, Inc.	\$135.70	92333	09/02/2015	Weeks, Catherine Warner	\$131.60
92256	08/27/2015	Watson Chevrolet	\$1,234.30	92334	09/02/2015	Willcox, City of	\$263.61
92257	08/27/2015	Waxie Sanitary Supply	\$211.95	92335	09/02/2015	Willcox, City of	\$685.61
92258	08/27/2015	Waxie Sanitary Supply	\$3,012.02	92336	09/02/2015	Willcox, City of	\$205.34
92259	08/27/2015	Willcox Auto Parts Inc.	\$34.98	92337	09/03/2015	ACE Hardware - Bisbee	\$265.73
92260	08/27/2015	Willcox Auto Parts Inc.	\$1,316.91	92338	09/03/2015	AL-JON, Manufacturing LLC	\$472.67
92261	08/27/2015	WR Ryan Company	\$8,584.46	92339	09/03/2015	Alphagraphics	\$60.16
92262	08/27/2015	AZ Justice Conference Regisistration (AAOC)	\$265.00	92340	09/03/2015	Anderson, Jennifer	\$45.00
92263	08/27/2015	Arizona Supreme Court	\$63,918.04	92341	09/03/2015	Anderson, Steven James	\$250.00
92264	08/27/2015	AZ Assn of County School Superintendents	\$3,330.00	92342	09/03/2015	Arizona Department of Corrections - Douglas	\$902.00
92265	08/27/2015	Call, Pat	\$2,001.00	92343	09/03/2015	Arizona Department of Revenue	\$2,075.30
92266	08/27/2015	CenturyLink	\$33.83	92344	09/03/2015	Arizona Department of Revenue	\$738.56
92267	08/27/2015	Cochise County Attorney's Office	\$39.44	92345	09/03/2015	Arizona State Land Department	\$2,400.00
92268	08/27/2015	Cochise County Finance Revolving Fund	\$70.00	92346	09/03/2015	Arizona State Prison Complex - Fort Grant	\$2,768.00
92269	08/27/2015	Cochise County Justice Court #5	\$140.00	92347	09/03/2015	Arizona State Prison Complex - Fort Grant	\$232.50
92270	08/27/2015	Diaz, Maribel	\$20.00	92348	09/03/2015	Arizona Supreme Court	\$63,881.25
92271	08/27/2015	Evans Brown Perris Mortuary	\$287.00	92349	09/03/2015	AZ Communications Group	\$342.72
92272	08/27/2015	Grijalva, Alfred	\$102.00	92350	09/03/2015	AZ Communications Group	\$3,083.33
92273	08/27/2015	Jensen's Sierra Vista Mortuary	\$101.53	92351	09/03/2015	B & D Lumber & Hardware	\$562.35
92274	08/27/2015	Pitney Bowes Reserve Account	\$10,000.00	92352	09/03/2015	Baird, Leslie A, CR	\$170.80
92275	08/27/2015	Ramirez, Amanda	\$70.00	92353	09/03/2015	Banning Creek Enterprises, LLC	\$5,499.20
92276	08/27/2015	Stembers, Debra	\$437.78	92354	09/03/2015	Becker, Judith V. PH.D.	\$875.00
92277	08/27/2015	Trujillo, Jeffrey D.	\$75.00	92355	09/03/2015	BI Incorporated	\$191.70
92278	08/27/2015	Van Veen, Peter	\$66.25	92356	09/03/2015	Bisbee Observer	\$246.37
92279	08/27/2015	Appelo, Regan C	\$583.70	92357	09/03/2015	Bisbee Observer	\$18.99
92280	08/27/2015	Berry, Trudy	\$41.00	92358	09/03/2015	Blackstone Audiobooks	\$150.00
92281	08/27/2015	Carswell, Bill	\$104.58	92359	09/03/2015	Bob Barker Company, Inc.	\$288.89
92282	08/27/2015	Cook, Bonita L.	\$60.90	92360	09/03/2015	Bockhorst, Roland P.	\$13.34
92283	08/27/2015	Cook, Roy E	\$61.00	92361	09/03/2015	Brown & White Inc	\$5,229.80
92284	08/27/2015	DeBee, Jonathan Daniel	\$48.00	92362	09/03/2015	Canyon Vista Medical Center	\$64.80
92285	08/27/2015	Godfrey, Marilyn	\$231.52	92363	09/03/2015	Cardinal Health Inc.	\$867.59
92286	08/27/2015	Honorable Trevor L. Ward	\$33.80	92364	09/03/2015	Carnett Clinic, LLC	\$95.00
92287	08/27/2015	Kovach, Shean	\$68.00	92365	09/03/2015	CEMEX Construction Materials South, LLC	\$2,026.07
92288	08/27/2015	Larson, Joel A.	\$102.00	92366	09/03/2015	CenturyLink	\$628.29
92289	08/27/2015	Lueck, Elizabeth	\$59.16	92367	09/03/2015	Christopher Hitchcock PLC	\$350.00
92290	08/27/2015	Lutgring, Judy A	\$109.00	92368	09/03/2015	Copper Queen Community Hospital	\$85.00
92291	08/27/2015	Marrero, Ani	\$71.00	92369	09/03/2015	Copper Queen Community Hospital	\$90.00
92292	08/27/2015	Sawinski, Cindy	\$154.86	92370	09/03/2015	Courtesy Chevrolet / GMAC	\$61,323.30
92293	08/27/2015	Swartz, Richard	\$68.00	92371	09/03/2015	CRM of America LLC	\$15,438.68
92294	08/27/2015	Troup, Benna	\$102.00	92372	09/03/2015	Dell Marketing LP	\$3,977.61
92295	09/02/2015	Burse & Associates, P.C.	\$90.52	92373	09/03/2015	Deluxe Business Forms	\$131.29
92296	09/02/2015	Cochise County/Sheakley/National Bank	\$8,597.13	92374	09/03/2015	Diamondback Police Supply Co	\$1,343.01
92297	09/02/2015	DCS	\$490.84	92375	09/03/2015	Direct TV	\$16.99
92298	09/02/2015	GMAC, c/o Jennifer A. Christie	\$20.72	92376	09/03/2015	Douglas NAPA	\$1,145.90
92299	09/02/2015	Gurstel Chargo PA	\$313.82	92377	09/03/2015	Dutilly, Lois A	\$200.00
92300	09/02/2015	Hammerman, Stanley M.	\$467.45	92378	09/03/2015	Empire Southwest LLC	\$22,635.02
92301	09/02/2015	NYS Child Support Processing Center	\$32.00	92379	09/03/2015	Farmers Investment Co.	\$3,197.50
92302	09/02/2015	Pennsylvania SCDU	\$215.00	92380	09/03/2015	Federal Express Corporation	\$40.22
92303	09/02/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,674.75	92381	09/03/2015	Federal Express Corporation	\$47.62
92304	09/02/2015	Support Payment Clearinghouse	\$7,253.73	92382	09/03/2015	Gale Group	\$28.79
92305	09/02/2015	Treasurer of Virginia	\$137.00	92383	09/03/2015	Gee, Jeff	\$158.01
92306	09/02/2015	U.S. Department of Education	\$160.79	92384	09/03/2015	Granite Construction Company	\$2,242.62
92307	09/02/2015	United Way	\$30.00	92385	09/03/2015	Guinane, Christina Ann	\$777.75
92308	09/02/2015	Arizona Public Service (APS)	\$32,005.52	92386	09/03/2015	Hancock, Charles	\$27.26
92309	09/02/2015	Arizona Public Service (APS)	\$479.22	92387	09/03/2015	JE Fuller/Hydrology & Geomorphology, Inc.	\$29,758.36
92310	09/02/2015	Arizona Public Service (APS)	\$9,814.50	92388	09/03/2015	Jensen's Sierra Vista Mortuary	\$1,500.00
92311	09/02/2015	Arizona Water Company	\$230.72	92389	09/03/2015	JWS Web Design LLC	\$750.00
92312	09/02/2015	Arizona Water Company	\$4,925.50	92390	09/03/2015	Keefe Supply Company	\$4,745.30
92313	09/02/2015	Arizona Water Company	\$39.49	92391	09/03/2015	La Quinta Motor Inn-Phoenix	\$322.67
92314	09/02/2015	Bella Vista Water Company-Liberty Water	\$998.05	92392	09/03/2015	Lexipol, LLC	\$3,950.00
92315	09/02/2015	Bowie Water Improvement District	\$39.79	92393	09/03/2015	Maccaferri, Inc.	\$18,180.00
92316	09/02/2015	Bowie Water Improvement District	\$79.58	92394	09/03/2015	Mindful Lactation LLC	\$1,084.00
92317	09/02/2015	CenturyLink	\$172.89	92395	09/03/2015	Mundt, Lester E.	\$15.08
92318	09/02/2015	CenturyLink	\$171.08	92396	09/03/2015	Patten, Elizabeth	\$104.57
92319	09/02/2015	CenturyLink	\$118.03	92397	09/03/2015	Price, Lynn Darlene	\$843.75
92320	09/02/2015	CenturyLink	\$33.72	92398	09/03/2015	Prisoner Trans Services America LLC (PTS)	\$1,782.00
92321	09/02/2015	CenturyLink	\$32.77	92399	09/03/2015	Prudential Overall Supply	\$146.88
92322	09/02/2015	CenturyLink	\$32.20	92400	09/03/2015	Purcell's Western State Tire Company	\$14,734.96
92323	09/02/2015	CenturyLink	\$65.54	92401	09/03/2015	Reed, Cynthia - Court Reporter	\$300.00

92402	09/03/2015	Richardsons Remembrance Center	\$500.00
92403	09/03/2015	Rivers Farms and Trucking	\$3,132.50
92404	09/03/2015	RWC International, LTD	\$3,090.63
92405	09/03/2015	Schlesinger, Aaron	\$848.40
92406	09/03/2015	Senergy Petroleum LLC	\$20,283.58
92407	09/03/2015	SHI International Corp.	\$628.11
92408	09/03/2015	Sierra Vista Chamber of Commerce	\$495.00
92409	09/03/2015	Sierra Vista NAPA	\$404.84
92410	09/03/2015	Sierra Vista Tile, Inc.	\$1,045.00
92411	09/03/2015	Southwestern Scale Co., Inc.	\$2,451.00
92412	09/03/2015	Sparkletts	\$34.97
92413	09/03/2015	Sparkletts	\$11.84
92414	09/03/2015	Sparkletts	\$4.37
92415	09/03/2015	Specialized Office Systems	\$276.59
92416	09/03/2015	Stericycle Inc.	\$498.99
92417	09/03/2015	STI-CO Industries, Inc.	\$2,145.93
92418	09/03/2015	Sulphur Springs Valley Electric Coop, Inc.	\$155.21
92419	09/03/2015	The Law Office of Robert Hicks, PLLC	\$1,000.00
92420	09/03/2015	Truck and Trailer Parts	\$209.90
92421	09/03/2015	U.S. Healthworks Medical Group of AZ, PC	\$169.00
92422	09/03/2015	UniFirst Corporation	\$521.59
92423	09/03/2015	United Fire Equipment Co	\$793.20
92424	09/03/2015	Valley Telephone Cooperative, Inc.	\$474.15
92425	09/03/2015	VCA Apache Animal Hospital	\$558.31
92426	09/03/2015	Verizon Wireless	\$64.96
92427	09/03/2015	Verizon Wireless	\$22.26
92428	09/03/2015	Verizon Wireless	\$40.01
92429	09/03/2015	Waxie Sanitary Supply	\$957.52
92430	09/03/2015	Westlawn Chapel & Mortuary	\$500.00
92431	09/03/2015	Willcox Auto Parts Inc.	\$974.97
92432	09/03/2015	Willcox, City of	\$132.32
92433	09/03/2015	Arizona Department of Transportation	\$57.78
92434	09/03/2015	Cochise County Sheriff's Department	\$1,415.80
92435	09/03/2015	Copygraphix Inc.	\$23,714.03
92436	09/03/2015	Craig, Charlene	\$210.61
92437	09/03/2015	English, Ann	\$963.25
92438	09/03/2015	LaBerge, Sadie	\$1,504.60
92439	09/03/2015	ProPac, Inc.	\$1,304.24
92440	09/03/2015	Traywick, Benton	\$8.40
92441	09/03/2015	Anderson, Terrel	\$24.00
92442	09/03/2015	Berry, Trudy	\$34.00
92443	09/03/2015	Blake, Pamela	\$24.00
92444	09/03/2015	Cook, Bonita L.	\$48.72
92445	09/03/2015	Cooper, Renee	\$149.06
92446	09/03/2015	Dagnino, Felix A	\$24.00
92447	09/03/2015	Flannigan, Ana	\$83.52
92448	09/03/2015	Gilligan, Judith	\$201.94
92449	09/03/2015	Harper, Vicky	\$24.00
92450	09/03/2015	Holley, Rebecca	\$64.96
92451	09/03/2015	Honorable Trevor L. Ward	\$125.28
92452	09/03/2015	Hyde, Michael	\$24.00
92453	09/03/2015	LeClair, James	\$132.68
92454	09/03/2015	Lewis, Carrie	\$51.00
92455	09/03/2015	Lopez, Gabe	\$24.00
92456	09/03/2015	Offutt, John T.	\$24.00
92457	09/03/2015	Ryf, Gaye	\$41.18
92458	09/03/2015	Valenzuela, Esther	\$84.39
92459	09/03/2015	Welch, Catherine	\$100.92
92460	09/03/2015	Wolslagel, Les	\$24.00
92461	09/03/2015	AOC Corrections Officer Retire	\$18,946.52
92462	09/03/2015	Correction Officers	\$6,674.41
92463	09/03/2015	EODCRS	\$9.06
92464	09/03/2015	Nationwide Retirement Solutions	\$507.50
92465	09/03/2015	Public Safety Retirement Syst	\$21,615.90
92466	09/03/2015	Public Safety Retirement Syst	\$17,150.41
92467	09/03/2015	Public Safety Retirement Syst	\$1,231.94
92468	09/03/2015	Public Safety Retirement Syst	\$1,244.08
92469	09/03/2015	Public Safety Retirement Syst	\$634.38
92470	09/04/2015	AZ Dept of Administration-Risk Managemt	\$4,775.00

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, September 15, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, September 15, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

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

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

**PLEDGE OF ALLEGIANCE**

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

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***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.

Chairman Call read the proclamation and presented it to Commander Mark Genz, Sheriff's Office, and Ms. Dion, wife of Deputy Dion.

Commander Genz said Sheriff Dannels sent his regrets for not being able to attend, but he was hosting a Sheriff's Conference. He truly appreciates this act and thanks the spouses for their support.

Ms. Dion thanked the Sheriff's command staff for their support and the Board for their recognition.

The Board thanked all deputies for their service.

***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.

Warrants Nos. 92152-92294, 92308-92460, 92471-92617 were issued in the amount of \$1,282,274.37.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
116	AZ Communications Group	3,083.33
116	AZ Communications Group	342.72
251	Eichelberger, Dan	\$100.00
147	Trujillo, Jeffrey D.	\$100.00
279	Murphy, Nancy	\$750.00
100	Figuroa Janette	\$20.55

100	Fisher Stephen J.	\$0.44
100	Perez Maria O.	\$12.89
100	Villalobos Suzette L.	\$0.89
100	Edie Patrica	1.34
100	Abril Francisco F.	\$39.26
100	Boyinton David	\$0.45
100	Chavez, Paul	\$0.45
100	Diaz Mary Ann	\$1.34
100	Esquer Juan C.	\$0.89
100	Malconado Allssha P.	\$0.45
100	Oneil James	\$0.89
100	Rodriguez, Denise	\$0.89
100	Rojas, Fernando	\$0.23
100	Valencia, Dora	\$0.45

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

## 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.

Vice-Chairman English moved to approve items 1-11 on the consent agenda. Supervisor Searle seconded the motion and it carried unanimously.

## **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.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that all property taxes are not current, but Ms. Lewkowitz is not the owner of the property. The applicant has paid the \$100 processing fee and the Board staff recommended approval.

Chairman Call opened the public hearing.

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

Supervisor Searle moved to approve 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. Vice-Chairman English seconded the motion.

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

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.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said the Sheriff's Office did not have a recommendation and the Planning and Zoning Department had recommended approval. The Environmental Health Division noted that they have no concerns with the issuance of the liquor license; the Treasurer's Office noted that all property taxes were current. The applicant has paid the \$100 processing fee and the Board staff recommended approval.

Chairman Call opened the public hearing.

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

Supervisor Searle asked if Vice-Chairman English knew the requirements for a new winery since water use regulations applied to that area.

Vice-Chairman English said that the applicant had to have at least 10 acres, but was not familiar with the specifics of water regulations that might apply.

Vice-Chairman English moved to 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. Supervisor Searle seconded the motion.

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

## **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.

Ms. Karen Riggs, Highway & Floodplain Director, Community Development, presented this item using a PowerPoint presentation. Ms. Riggs gave the background, showed a map of the location, and explained that the set back was needed in order for the store to open. She added that staff recommended that the right of way be reduced from 35' to 25' because it would allow a better utilization of the parcels for the layout of the store. She clarified that the action would reduce the declared right of way and accept dedication for the 25' and noted that the reason for this action was to avoid utility lines.

Chairman Call opened the public hearing.

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

Vice-Chairman English moved to 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. Supervisor Searle seconded the motion.

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

## ***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.

Mr. James Vlahovich, County Administrator, presented this item. Mr. Vlahovich gave the background and said that participation in this Organization was recommended by Supervisor Searle. He noted that Supervisor Searle would be the liasion and that membership would be \$6,000 annually, which would be included in the budget.

Vice-Chairman English moved to 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. Supervisor Searle seconded the motion.

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

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).

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios stated that the County had from July 13 to July 24, 2015, held the first Online Tax Deed Land Auction resulting in property sales of \$97,836.91 and a total of 138 parcels were sold. She noted that all sold parcel information was on the attached Exhibit A (Parcels Sold) and added that all funds were collected through the vendor Public Surplus and a check from them was sent to the County and deposited with the Treasurer's Office along with a listing of the parcels sold so that office could update the tax roll. She said that Exhibit B showed the remaining Unsold properties still available for over-the-counter (OTC) purchase and that staff was requesting the Board authorize posting of the OTC list immediately, together with the updated interactive map. She also stated that some bidders paid after July 31 and staff would bring those parcels for the board's approval once those funds are received from Public Surplus.

Supervisor Searle moved to 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). Vice-Chairman English seconded the motion.

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

### **CALL TO THE PUBLIC**

Chairman Call opened the call to the public.

Jack Cook addressed the Board on matters of personal concern.

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

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

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

Mr. Vlahovich stated that the County Supervisors Association (CSA) Legislative Summit was scheduled for October 13-15, 2015 in Lake Havasu and that the Board would be able to further discuss the legislative proposals they submitted to CSA during the summer.

**SUMMARY OF CURRENT EVENTS**

**Report by District 1 Supervisor, Patrick Call**

Chairman Call said that he would be attending the Border Sheriff's Conference, the Southeastern Arizona Contractors Association luncheon, the Legislative Day at Fort Huachuca, and the Sun Corridor Incorporation Board Meeting during the next couple of weeks.

**Report by District 2 Supervisor, Ann English**

Vice-Chairman English said she had attended the open house for the Willcox Food Bank and added that she would be attending the County Supervisors Association (CSA) meeting on Friday.

**Report by District 3 Supervisor, Richard Searle**

Supervisor Searle said he had also attended the Willcox Food Bank open house and that it had been a great event as this distribution center could be used for all local food banks; he added that the Northern Cochise County Hospital had a fundraiser and raised over \$60,000 for equipment purchases.

8.

Chairman Call adjourned the meeting at 2:08 p.m.

APPROVED:

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Patrick G. Call, Chairman

ATTEST:

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Arlethe G. Rios, Clerk of the Board

**Regular Board of Supervisors Meeting**

**Board of Supervisors**

**Meeting Date:** 10/20/2015

Acceptance of Parcel from Maynard as a donation to the County

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

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

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

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

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve acceptance of Quit Claim Deed from Terry E. Maynard and Eileen F. Maynard (Grantors) to Cochise County for real property described as "The Northwest quarter of the Southeast quarter of SECTION 31, TOWNSHIP 17 South, RANGE 21 East of the Gila and Salt River Base and Meridian, Cochise County, AZ; EXCEPTION there from the West 1186.16 feet; and FURTHER EXCEPTION the East 50 feet thereof, as filed in the office of the County Recorder, Cochise County, Arizona" (APN 120-10-006U) as recommended by the Highway & Floodplain Division and the County Attorney's Office.

**Background:**

Mr. Maynard reached out to the County to donate a piece of property he no longer had any use for. Through the land donation process the parcel gets reviewed by Highways, Planning, Facilities, and Solid Waste to research if it is useful for the county. The Highways Division recommended acceptance of the land donation because it would be useful to Highways operations as right-of-way for county maintained McRae Lane and went through the Attorney's Office for legal procedure. After proper paperwork was put together we reached out to Mr. and Mrs. Maynard who signed all needed documents to move forward with the donation.

**Department's Next Steps (if approved):**

Record Quit Claim Deed to ensure property is in County's name.

**Impact of NOT Approving/Alternatives:**

The County will no acquire the parcel.

**To BOS Staff: Document Disposition/Follow-Up:**

Record Quit Claim Deed.

**Attachments**

[QuitClaimDeed.Maynard](#)

AssessorRecordFor12010006U

DeedToMaynard\_980412996

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FEE # 980412996  
 OFFICIAL RECORDS  
 COCHISE COUNTY  
 DATE 4/30/98 HOUR 3

REQUEST OF  
 FIDELITY NATIONAL TITLE  
 CHRISTINE RHODES-RECORDER  
 FEE : 12.00 PAGES : 2

When recorded, mail to:  
 TERRY E. MAYNARD  
 P.O. BOX 367  
 ST. DAVID, AZ. 85630

Order No. 43319

### JOINT TENANCY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,  
 RUDOLPH P. POVLIICH AND WINONA M. POVLIICH, HUSBAND & WIFE

do hereby convey to

TERRY E. MAYNARD AND EILEEN F. MAYNARD, HUSBAND & WIFE

not as tenants in common and not as a community property estate, but as joint tenants  
 with right of survivorship, the following described property situated in the County  
 of Cochise, State of Arizona.

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE  
 MADE A PART HEREOF.

SUBJECT TO: Current taxes, assessments, reservations in patents and all easements,  
 rights of way, encumbrances, liens, covenants, conditions, and restrictions in the  
 County of Cochise, State of Arizona.

And I or we do warrant the title against all persons whomsoever, subject to the  
 matters above set forth.

The grantees by signing the acceptance below evidence their intention to acquire said  
 premises as joint tenants with the right of survivorship, and not as community  
 property or as tenants in common.

Dated this 19th day of May, 1997

Accepted and approved:

Terry E. Maynard  
 (Grantee) TERRY E. MAYNARD  
Eileen F. Maynard  
 (Grantee) EILEEN F. MAYNARD

[Signature]  
 (Grantor) RUDOLPH P. POVLIICH  
[Signature]  
 (Grantor) WINONA M. POVLIICH

STATE OF ARIZONA )  
 ) SS  
 County of Cochise )

This instrument was acknowledged before me this  
19th day of May, 1997 by  
 TERRY E. MAYNARD and EILEEN F. MAYNARD

My commission will expire



[Signature]  
 Notary Public

STATE OF ARIZONA )  
 ) SS  
 County of Cochise )

This instrument was acknowledged before me this  
8th day of June, 1997 by  
 RUDOLPH P. POVLIICH and WINONA M. POVLIICH

My commission will



[Signature]  
 Notary Public

**EXHIBIT "A"**

**The Northwest quarter of the Southeast quarter of SECTION  
31, TOWNSHIP 17 South, RANGE 21 East of the Gila and Salt  
River Base and Meridian, Cochise County, Arizona;**

**EXCEPTING therefrom the West 1186.16 feet; and**

**FURTHER EXCEPTING the East 50 feet thereof.**

**980412996**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Docket Z-15-06 (Hidalgo) A request to Amend the Zoning of Parcel 102-57-301 to MR-1 from R-9

**Submitted By:** Jim Henry, Community Development

**Department:** Community Development

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Division:** Planning & Zoning

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** Jim Henry

**TITLE of PRESENTER:** Planner I

**Mandated Function?:** Not Mandated

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

**Docket Number (If applicable):** Z-15-06 (Hidalgo)

**Information**

**Agenda Item Text:**

Approve Zoning Ordinance 15-07 approving Docket Z-15-06, amending the zoning district designation for parcel 102-57-301 to MR-1 from R-9, pursuant to the request of Mr. Raul Hidalgo.

**Background:**

**APPLICATION FOR A REZONING**

The Applicant is requesting a rezoning from R-9 (Residential; one dwelling per 9,000-square feet) to MR-1 (Multiple Dwelling Residential; one dwelling per 3,600 ft.). The subject parcel is 0.41-acres in size. The rezoning request is to facilitate the applicant's desire to split the lot in a manner that would not meet the lot dimension requirements of the R-9 zoning district. Rezoning to MR-1 would reduce the minimum lot size, and would allow the applicant to legally split the property between the residential dwellings creating two separate parcels. The subject parcel, APN 102-57-301 is located at the NW corner of W Newell St. and S. Quetal Ave. in Naco, AZ. The Applicant is Raul Hidalgo.

**I. PLANNING AND ZONING COMMISSION**

On Wednesday, September 9, 2015, the Planning and Zoning Commission voted 8-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from any member of the public.

**II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES**

Parcel Size: 21,746 square feet (0.50 acres)  
 Current Zoning: R-9 (Residential; one dwelling per 9,000-sq. ft.)  
 Proposed Zoning: MR-1 (Multiple Dwelling Res.; one dwelling per 3,600-sq. ft)  
 Growth Area: C-Rural Community Area  
 Comprehensive Plan Designation: Medium Density Residential  
 Area Plan: Naco Area Plan  
 Existing Uses: Residential  
 Proposed Uses: Residential

**Zoning/Use of Surrounding Properties**

Relation to Subject Parcel	Zoning District	Use of Property
North	R-9	Single Family Residences
South	R-9	Single Family Residences
East	R-9	S. Quetal Ave/Single Family Residences
West	R-9/Alley	Camp Naco

**III. PARCEL HISTORY**

2000 – Addition to dwelling unit  
 2001– 700 sq. ft. garage addition, 500 sq. ft. enclosed porch, and an enlarged carport to 434 sq. ft.

**IV. NATURE OF REQUEST**

The original residence at 2042 W. Newell St. was built along with a garage in 1966 on the subject parcel. Subsequently, in 1974, the garage was converted into a residence prior to the County adopting a zoning ordinance. The applicant currently shares ownership of the less than a half an acre parcel with his ex-wife and owns the former garage at 2048 W. Newell St. Since the applicant's marriage has dissolved, the applicant desires to split the parcel creating two separate parcels each with their own dwelling unit for property tax purposes. No new structures or additional density is planned; no change of access is planned.

The subject parcel's area equals approximately 18,007.52 sq. ft. of which two lots are proposed. Due to the sitting of the two residential units, a lot split between the dwellings would result in two lots, one that would meet the existing zoning's minimum lot size requirements and one that would not. Under the proposed split of the property, the lot where the residence at 2048 W. Newell St. is situated would have a total area of approximately 7440 sq. ft. (this figure includes the area of the abandoned alley adjacent to the residence). The other lot under the proposal where the residence at 2042 W. Newell is situated would have a total area of approximately 10,560 sq. ft. The minimum lot size in the R-9 zoning district

is 9000 sq. ft.

As much as the department would like to approve a lot modification administratively for the proposed undersized parcel, it unfortunately would not qualify. Per section 1715.02 of the Zoning Regulations the minimum site area for lots, less than one acre can be reduced up to 10% from the minimum lot size of the zoning district. In this case, 10% of 9000 sq. ft. would equal 900 sq. ft. Thus, a lot area of 8100 sq. ft. could be approved administratively. However, the proposed parcel would far size would exceed the 10% lot size modification exemption by approximately 660 sq. ft. and would therefore not qualify for a lot modification exemption by the Zoning Inspector.

## **V. ANALYSIS OF IMPACTS**

### **Mandatory Compliance**

The subject property lies within a C-Rural Community Area. Section 402 of the Zoning Regulations allows owners of property within this Plan Designation to request a rezoning to MR-1.

### **Compliance with Rezoning Criteria**

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

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

The proposal is to rezone a 0.41 acre parcel of land to allow the applicant to split the parcel creating two separate tax parcels, where two residential dwellings currently exist, no new density or development is being proposed.

#### **2. Compliance with Applicable Site Development Standards: Complies with (modifications)**

The property meets all site development standards in the MR-1 zoning district, except for the setback requirements for accessory structures in a MR zoning district that abut a residential zoning district. Accordingly, the applicant is requesting a waiver from this requirement (see Section VI).

#### **3. Adjacent Districts Remain Capable of Development: Complies**

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

#### **4. Limitation on Creation of Nonconforming Uses: Complies**

The proposal would not create any non-conforming land uses. An approval of the rezoning would allow the lot to be split in a legal manner that would abide by the zoning regulations.

#### **5. Compatibility with Existing Development: Complies**

No changes to the current structures are being proposed at this time.

#### **6. Rezoning to More Intense Districts: Complies**

This proposal is unique in that no new density or new development is being proposed at this time; all that is essentially changing is the underlying zoning to facilitate a lot split. Thus, the proposal will not cause harm to the adjoining parcels since the density is already in place. While small isolated rezonings to more intense districts are generally discouraged to avoid "spot zoning", the request is in fact not "spot zoning". The courts have established two requisites that must coexist in order for a rezoning request to be considered "spot zoning". First, a change of the zoning must be applicable to a small area and second, the change of zoning must be out of harmony with a municipality's comprehensive planning for the good of the community (Landcaster development Ltd. V. Village of River Forest, 1967). Clearly the nature of the request meets the first requisite being that it is less than half an acre in size. It does not however meet the second requisite, as it is still in harmony with the County's Comprehensive plan.

#### **The Proposal complies with the County's Comprehensive:**

Rural Community Area's Category C in the Comprehensive plan calls for "residential and non-residential development to be clustered in settlements on a variety of lot sizes as typified in established townsites and immediate environs" (Section 403.03.A of the Zoning Regulations).

- This proposal will add to the diversity of lots sizes in Naco and will offer future residents an additional zoning category to choose from in an area that is dominated by the R-9 zoning district (see attached map D).

Moreover, the rezoning will not offer much if any unjustified special treatment or any significant increase in uses that are not currently allowed in R-9 zoning districts.

#### **7. Adequate Services and Infrastructure: Complies**

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

#### **8. Traffic Circulation Criteria: Complies**

Because no new construction is being proposed, the County transportation planner has determined that this particular land use change should not adversely affect nor change traffic patterns in the neighborhood; though, it may create conditions for future transportation impacts. It is not likely that the proposed re-zoning will change the general nature of the present land use, nor is it likely to adversely affect traffic circulation or trip generation in the area.

#### **9. Development Along Major Streets: Complies**

Access to the subject parcel is taken from W. Newell Street and S. Quetel Avenue both roads are maintained by the County. County right-of-way staff has determined that there is no right-of-way dedication required for W. Newell St. or S. Quetel Ave. at this time.

#### **10. Infill: Not Applicable**

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

#### **11. Unique Topographic Features: Complies**

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

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

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

### **13. Public Input: Complies**

The Applicant completed the required Citizen Review process and has not received a response as of the date of this memo. Staff posted the property on August 25, 2015, and published a legal notice in the *Bisbee Observer* on August 21, 2015. The Department also mailed notices to property owners within 1,000-feet of the site on August 18, 2015. To date, staff has received no objections or concerns about the request, from nearby property owners.

### **14. Hazardous Materials: Not Applicable**

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

### **15. Compliance with Area Plan: Complies**

The subject property lies within the Naco Area Plan and is compliant.

The Naco Area Plan calls for large areas of high density residential development, especially in those areas within close proximity to the international border with Mexico (see attachment E). However, since its adoption in February of 1998 a vast majority of Naco is still zoned R-9 (Residential; one dwelling per 9,000-square feet). The plan characterizes high density as 3100 square feet to 9000 sq. ft. (up to 14 units per acre). Although the proposal on paper may be considered high density, in reality since no new development is being proposed it is in essence still medium density and in conformance with the Naco Area plan. While the location of the proposal lies outside of the areas the Naco Area Plan has designated as high density, should a higher density proposal be presented to the County in the future, it will be conformity with the general principals of the plan, which does call for higher density residential development within Naco.

#### The Proposal complies with the Naco Area Plan:

The Naco Area plan permits new high density residential development outside the historic Naco Townsite "so long as safe and adequate infrastructure and public services are available or provided to handle additional density including but not limited to: schools; law enforcement; fire protection; roads; water and waste disposal systems (Section II, Policy 2).

- The proposal meets this provision of the Naco Area Plan, as there is indeed sufficient and safe infrastructure currently in place to meet the needs of the existing dwelling units.

### **VI. MODIFICATIONS TO DEVELOPMENT STANDARDS**

The applicant is requesting a waiver from the setback requirements per Section 1004.03 that require a minimum of a 20 ft. setback between accessory structures in a MR zoning district and the lot line of a residential zoning district. The request is to accommodate an existing shed that will not meet the setback requirements should the rezoning be approved. Staff supports this waiver, since the shed in its current location does not appear to be causing any issues or neighborhood distress. Likewise, staff has not received any opposition or written objections concerning its location from the adjacent property owner or from the surrounding property owners.

### **VII. PUBLIC COMMENT**

The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on August 25, 2015 and published a legal notice in the *Bisbee Observer* on August 18, 2015. In response to applicant and County mailings, the Planning Department has not received a response concerning the request.

### **VIII. SUMMARY AND CONCLUSION**

The request is to rezone a parcel of land located in Naco, AZ from R-9 to MR-1. The rezoning is necessary in order for the Applicant to proceed with a split of the parcel in a legal manner for the purposes of creating two separate tax parcels. Staff's recommendation is based upon the above analysis, as well as the following factors in favor and against approval:

#### **Factors in Favor of Approval**

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Rezoning to MR-1 for the purpose described would not change minimum site development standards requirements for any future construction;
3. Allowing the rezoning would permit the applicant to split the property in a legal manner;
4. Allowing the rezone will permit an appropriate variety of new uses that were not otherwise permitted in the R-9 zoning district along with many of the same uses that are currently permitted in the R-9 zoning district.
5. Allowing the rezoning will add to the variety of lot sizes currently available in Naco.

#### **Factors Against Approval**

None

### **IX. RECOMMENDATION**

Based on the factors in favor of approval, Staff recommends forwarding the docket to the Board of Supervisors with a recommendation of

**Conditional Approval**, subject to the following Conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations; and
3. The lot shall be split in accordance with the MR-1 zoning designation within (three) 3 months of approval; and
4. Any changes or modifications to any Conditions of Approval shall require a recommendation by the Planning and Zoning Commission and approval by the Board of Supervisors.

Staff further recommends that the following Waiver of development standards be applied to the use:

1. A Waiver of the setback requirements per Section 1004.03 of the Zoning Regulations that require a minimum of a 20 ft. setback between accessory structures that abut Residential Zoning Districts.

### **X. ATTACHMENTS**

1. Site Plan
2. Agency comment memo
3. Naco parcels zoned R-9
4. Naco Area Plan Map

### **References**

Landcaster development Ltd. V. Village of River Forest Appellate Court of Illinois — First District, Fourth Division, June 16, 1967

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the current R-9 zoning designation, and will become non-conforming if the the property were to be split in the future.

**To BOS Staff: Document Disposition/Follow-Up:**

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

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**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**

[Staff Memo](#)

[Staff Memo Attachments](#)

[Zoning Ordinance Z-15-06 - Hidalgo](#)

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# Cochise County

## Community Development

### Planning, Zoning and Building Safety Division

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

#### MEMORANDUM

TO: Cochise County Planning and Zoning Commission  
FROM: Jim Henry, Planner I  
FOR: Mary Gomez, Interim Planning Director  
SUBJECT: Docket Z-15-06 (Hidalgo)  
DATE: August 27, 2015 for the September 9, 2015 Meeting

#### APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from R-9 (Residential; one dwelling per 9,000-square feet) to MR-1 (Multiple Dwelling Residential; one dwelling per 3,600 ft.). The subject parcel is 0.41-acres in size. The rezoning request is to facilitate the applicant's desire to split the lot in a manner that would not meet the lot dimension requirements of the R-9 zoning district. Rezoning to MR-1 would reduce the minimum lot size, and would allow the applicant to legally split the property between the residential dwellings creating two separate parcels. The subject parcel, APN 102-57-301 is located at the NW corner of W Newell St. and S. Quetal Ave. in Naco, AZ. The Applicant is Raul Hidalgo.

#### I. PLANNING AND ZONING COMMISSION

On Wednesday, September 9, 2015, the Planning and Zoning Commission voted 8-0 to forward this Docket to the Board of Supervisors with a recommendation of approval. The motion included the conditions of approval recommended by staff. No objections were received from any member of the public.

#### II. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size:	21,746 square feet (0.50 acres)
Current Zoning:	R-9 (Residential; one dwelling per 9,000-sq. ft.)
Proposed Zoning:	MR-1 (Multiple Dwelling Res.; one dwelling per 3,600-sq. ft)
Growth Area:	C-Rural Community Area
Comprehensive Plan Designation:	Medium Density Residential
Area Plan:	Naco Area Plan
Existing Uses:	Residential
Proposed Uses:	Residential

#### **Planning, Zoning and Building Safety**

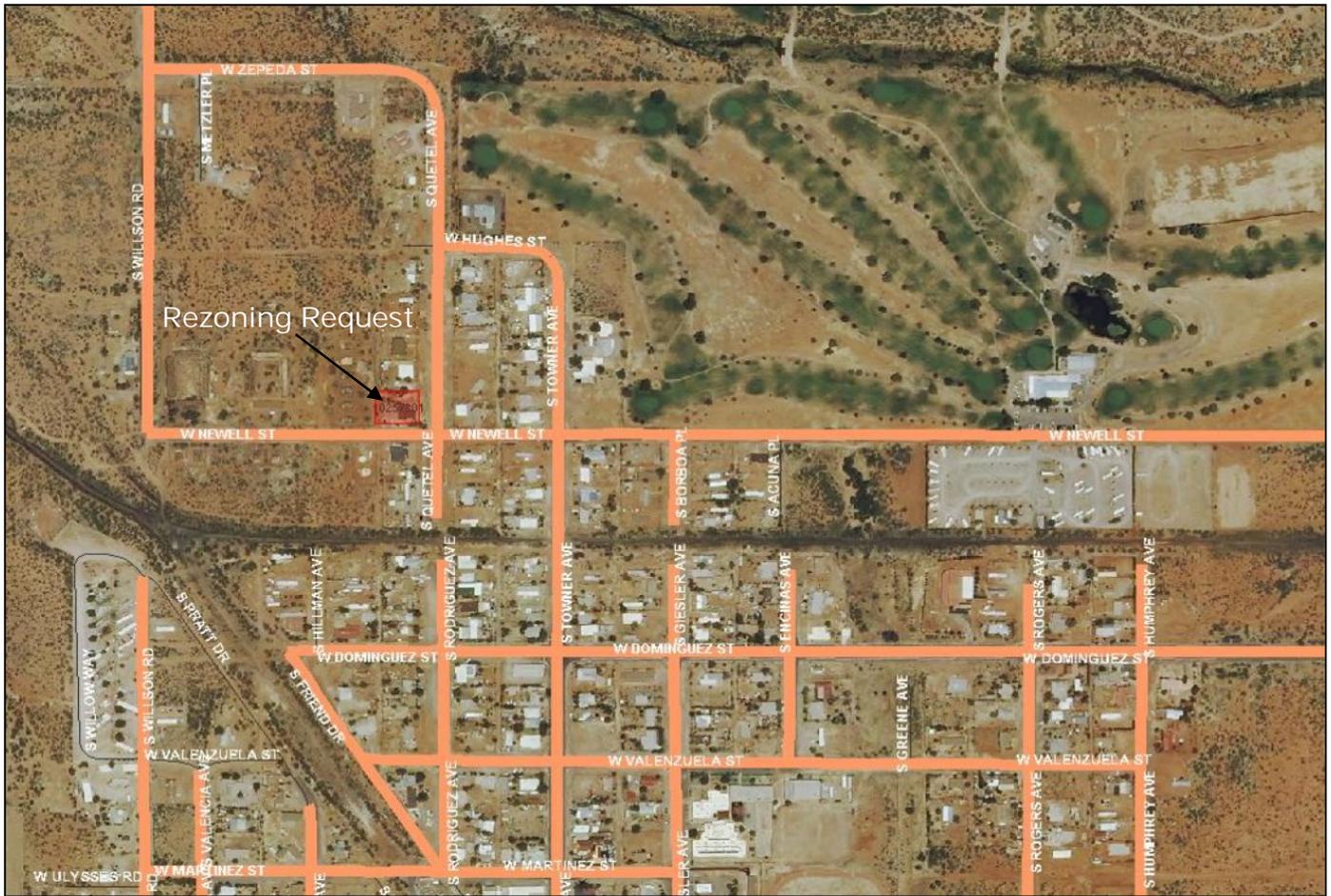
1415 Melody Lane, Building E  
Bisbee, Arizona 85603  
520-432-9300  
520-432-9278 fax  
1-877-777-7958  
planningandzoning@cochise.az.gov

#### **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

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-9	Single Family Residences
South	R-9	Single Family Residences
East	R-9	S. Quetal Ave/Single Family Residences
West	R-9/Alley	Camp Naco



Location map

III. PARCEL HISTORY

2000 – Addition to dwelling unit

2001– 700 sq. ft. garage addition, 500 sq. ft. enclosed porch, and an enlarged carport to 434 sq. ft.

#### IV. NATURE OF REQUEST

The original residence at 2042 W. Newell St. was built along with a garage in 1966 on the subject parcel. Subsequently, in 1974, the garage was converted into a residence prior to the County adopting a zoning ordinance. The applicant currently shares ownership of the less than a half an acre parcel with his ex-wife and owns the former garage at 2048 W. Newell St. Since the applicant's marriage has dissolved, the applicant desires to split the parcel creating two separate parcels each with their own dwelling unit for property tax purposes. No new structures or additional density is planned; no change of access is planned.

The subject parcel's area equals approximately 18,007.52 sq. ft. of which two lots are proposed. Due to the sitting of the two residential units, a lot split between the dwellings would result in two lots, one that would meet the existing zoning's minimum lot size requirements and one that would not. Under the proposed split of the property, the lot where the residence at 2048 W. Newell St. is situated would have a total area of approximately 7440 sq. ft. (this figure includes the area of the abandoned alley adjacent to the residence). The other lot under the proposal where the residence at 2042 W. Newell is situated would have a total area of approximately 10,560 sq. ft. The minimum lot size in the R-9 zoning district is 9000 sq. ft.

As much as the department would like to approve a lot modification administratively for the proposed undersized parcel, it unfortunately would not qualify. Per section 1715.02 of the Zoning Regulations the minimum site area for lots, less than one acre can be reduced up to 10% from the minimum lot size of the zoning district. In this case, 10% of 9000 sq. ft. would equal 900 sq. ft. Thus, a lot area of 8100 sq. ft. could be approved administratively. However, the proposed parcel would far size would exceed the 10% lot size modification exemption by approximately 660 sq. ft. and would therefore not qualify for a lot modification exemption by the Zoning Inspector.

#### V. ANALYSIS OF IMPACTS

##### Mandatory Compliance

The subject property lies within a C-Rural Community Area. Section 402 of the Zoning Regulations allows owners of property within this Plan Designation to request a rezoning to MR-1.

##### Compliance with Rezoning Criteria

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

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

The proposal is to rezone a 0.41 acre parcel of land to allow the applicant to split the parcel creating two separate tax parcels, where two residential dwellings currently exist, no new density or development is being proposed.

## 2. Compliance with Applicable Site Development Standards: Complies with (modifications)

The property meets all site development standards in the MR-1 zoning district, except for the setback requirements for accessory structures in a MR zoning district that about a residential zoning district. Accordingly, the applicant is requesting a waiver from this requirement (see Section VI).



*View of the existing homes facing north from W. Newell St.*

## 3. Adjacent Districts Remain Capable of Development: Complies

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

## 4. Limitation on Creation of Nonconforming Uses: Complies

The proposal would not create any non-conforming land uses. An approval of the rezoning would allow the lot to be split in a legal manner that would abide by the zoning regulations.

## 5. Compatibility with Existing Development: Complies

No changes to the current structures are being proposed at this time.

## 6. Rezoning to More Intense Districts: Complies

This proposal is unique in that no new density or new development is being proposed at this time; all that is essentially changing is the underlying zoning to facilitate a lot split. Thus, the proposal will not cause harm to the adjoining parcels since the density is already in place. While small isolated rezonings to more intense districts are generally discouraged to avoid "spot zoning", the request is in fact not "spot zoning".

The courts have established two requisites that must coexist in order for a rezoning request to be considered "spot zoning". First, a change of the zoning must be applicable to a small area and second, the change of zoning must be out of harmony with a municipality's comprehensive planning for the good of the community (*Landcaster development Ltd. V. Village of River Forest, 1967*). Clearly the nature of the request meets the first requisite being that it is less than half an acre in size. It does not however meet the second requisite, as it is still in harmony with the County's Comprehensive plan.

The Proposal complies with the County's Comprehensive:

Rural Community Area's Category C in the Comprehensive plan calls for "residential and non-residential development to be clustered in settlements on a variety of lot sizes as typified in established townsites and immediate environs" (Section 403.03.A of the Zoning Regulations).

- This proposal will add to the diversity of lots sizes in Naco and will offer future residents an additional zoning category to choose from in an area that is dominated by the R-9 zoning district (see attached map D).

Moreover, the rezoning will not offer much if any unjustified special treatment or any significant increase in uses that are not currently allowed in R-9 zoning districts.

Permitted Uses	R-9	MR-1
All single- and multiple-household dwellings.	X	X
Mobile home, manufactured home, or recreational vehicle parks, subject to the maximum densities in Section 704.01. The standards set forth in Article 18 shall apply.	X	
Utility installations not otherwise exempted by Article 20, other than electric generation plants, regional sewage treatment plants, solid waste	X	X
Churches or places of religious worship.	X	X
Residential care homes.	X	X
Emergency vehicle stations not otherwise exempted by Article 20.	X	X
Bed and breakfast home stay, subject to procedures in Article 17.	X	X
Bed and breakfast inn, subject to procedures in Article 17.	X	X
Indoor and/or unlighted outdoor recreational facilities approved as part of a subdivision review process for subdivision residents and guests only.	X	
Civic, social, fraternal, or business associations approved as part of a subdivision review process for subdivision residents and guests only.	X	
Unlighted riding stables, commercial, on a minimum site of 10-acres approved as part of a subdivision review process for subdivision residents and guests only.	X	
Community Gardens.	X	X
Group quarters.		X
Educational services.		X

## 7. Adequate Services and Infrastructure: Complies

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

## 8. Traffic Circulation Criteria: Complies

Because no new construction is being proposed, the County transportation planner has determined that this particular land use change should not adversely affect nor change traffic patterns in the neighborhood; though, it may create conditions for future transportation impacts. It is not likely that the proposed rezoning will change the general nature of the present land use, nor is it likely to adversely affect traffic circulation or trip generation in the area.

## 9. Development Along Major Streets: Complies

Access to the subject parcel is taken from W. Newell Street and S. Quetel Avenue both roads are maintained by the County. County right-of-way staff has determined that there is no right-of-way dedication required for W. Newell St. or S. Quetel Ave. at this time.

10. Infill: Not Applicable

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

11. Unique Topographic Features: Complies

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

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

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



*View of the both homes to the northwest from W. Newell St.*

13. Public Input: Complies

The Applicant completed the required Citizen Review process and has not received a response as of the date of this memo. Staff posted the property on August 25, 2015, and published a legal notice in the *Bisbee Observer* on August 21, 2015. The Department also mailed notices to property owners within 1,000-feet of the site on August 18, 2015. To date, staff has received no objections or concerns about the request, from nearby property owners.

14. Hazardous Materials: Not Applicable

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

15. Compliance with Area Plan: Complies

The subject property lies within the Naco Area Plan and is compliant.

The Naco Area Plan calls for large areas of high density residential development, especially in those areas within close proximity to the international border with Mexico (see attachment E). However, since its adoption in February of 1998 a vast majority of Naco is still zoned R-9 (Residential; one dwelling per 9,000-square feet). The plan characterizes high density as 3100 square feet to 9000 sq. ft. (up to 14 units per acre). Although the proposal on paper may be considered high density, in reality since no new development is being proposed it is in essence still medium density and in conformance with the Naco Area plan. While the location of the proposal lies outside of the areas the Naco Area Plan has designated as high density, should a higher density proposal be presented to the County in the future, it will be conformity with the general principals of the plan, which does call for higher density residential development within Naco.

The Proposal complies with the Naco Area Plan:

The Naco Area plan permits new high density residential development outside the historic Naco Townsite "so long as safe and adequate infrastructure and public services are available or provided to handle additional density including but not limited to: schools; law enforcement; fire protection; roads; water and waste disposal systems (Section II, Policy 2).

- The proposal meets this provision of the Naco Area Plan, as there is indeed sufficient and safe infrastructure currently in place to meet the needs of the existing dwelling units.

VI. MODIFICATIONS TO DEVELOPMENT STANDARDS

The applicant is requesting a waiver from the setback requirements per Section 1004.03 that require a minimum of a 20 ft. setback between accessory structures in a MR zoning district and the lot line of a residential zoning district. The request is to accommodate an existing shed that will not meet the setback requirements should the rezoning be approved. Staff supports this waiver, since the shed in its current location does not appear to be causing any issues or neighborhood distress. Likewise, staff has not received any opposition or written objections concerning its location from the adjacent property owner or from the surrounding property owners.



*Rear storage shed 2042 W. Newell St.*

## VI. PUBLIC COMMENT

The Planning Department mailed notices to neighboring property owners within 1,000-feet of the subject property. Staff posted the property on August 25, 2015 and published a legal notice in the *Bisbee Observer* on August 18, 2015. In response to applicant and County mailings, the Planning Department has not received a response concerning the request.

## VII. SUMMARY AND CONCLUSION

The request is to rezone a parcel of land located in Naco, AZ from R-9 to MR-1. The rezoning is necessary in order for the Applicant to proceed with a split of the parcel in a legal manner for the purposes of creating two separate tax parcels. Staff's recommendation is based upon the above analysis, as well as the following factors in favor and against approval:

### Factors in Favor of Approval

1. Allowing the rezoning and subsequent residential use would not alter the overall character of development in the area; and
2. Rezoning to MR-1 for the purpose described would not change minimum site development standards requirements for any future construction;
3. Allowing the rezoning would permit the applicant to split the property in a legal manner;
4. Allowing the rezone will permit an appropriate variety of new uses that were not otherwise permitted in the R-9 zoning district along with many of the same uses that are currently permitted in the R-9 zoning district.
5. Allowing the rezoning will add to the variety of lot sizes currently available in Naco.

### Factors Against Approval

None

## VIII. RECOMMENDATION

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

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicants' responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations; and
3. The lot shall be split in accordance with the MR-1 zoning designation within (three) 3 months of approval; and
4. Any changes or modifications to any Conditions of Approval shall require a recommendation by the Planning and Zoning Commission and approval by the Board of Supervisors.

Staff further recommends that the following Waiver of development standards be applied to the use:

1. A Waiver of the setback requirements per Section 1004.03 of the Zoning Regulations that require a minimum of a 20 ft. setback between accessory structures that abut Residential Zoning Districts.

## IX. ATTACHMENTS

- A. Application
- B. Site Plan
- C. Agency comment memo
- D. Naco parcels zoned R-9
- E. Naco Area Plan Map

## References

Landcaster development Ltd. V. Village of River Forest Appellate Court of Illinois — First District, Fourth Division, June 16, 1967  
[http://www.legale.com/decision/196747984IllApp2d395\\_1418.xml/LANCASTER%20DEVELOPMENT,%20LTD.%20v.%20RIVER%20FOREST#](http://www.legale.com/decision/196747984IllApp2d395_1418.xml/LANCASTER%20DEVELOPMENT,%20LTD.%20v.%20RIVER%20FOREST#) Date Accessed: August 27, 2015



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

**COCHISE COUNTY REZONING APPLICATION**

Submit to: Cochise County Community Development Department  
 1415 Melody Lane, Building E, Bisbee, Arizona 85603

1. Applicant's Name: RAUL HIDALGO

2. Mailing Address: P.O. BOX 499

NIACO AZ 85620  
 City State Zip Code

3. Telephone Number of Applicant: (520) 227-2109

4. Telephone Number of Contact Person if Different: (520) 249-7254

5. Email Address: REH 2109 BJA @CONECOE.NET

6. Assessor's Tax Parcel Number: 102 - 57 - 301 (Can be obtained from your County property tax statement)

7. Applicant is (check one):
- Sole owner: YES
  - Joint Owner: \_\_\_\_\_ (See number 8)
  - Designated Agent of Owner: \_\_\_\_\_
  - If not one of the above, explain interest in rezoning: \_\_\_\_\_

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): \_\_\_\_\_

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:

- If corporation, corporate resolution designating applicant to act as agent: \_\_\_\_\_
- If partnership, written authorization from partner: \_\_\_\_\_

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 520-432-9337 fax  
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 highway@cochise.az.gov  
 floodplain@cochise.az.gov

## CONSENT SIGNATURE FORM

### OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
10857301	STEPHANIE C. NIDALGO		
	ADLA W. NEWELL RD.		
	NIAGO AZ 85620 PO BOX 895		
	ZALL NIDALGO ADLA W. NEWELL RD.	<i>[Signature]</i>	7-21-15
	NIAGO AZ 85620 PO BOX 499		

(Attach separate pages if necessary)



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1. Applicant's Name: RAUL HIDALGO

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 City State Zip Code

3. Telephone Number of Applicant: (520) 227-2109

4. Telephone Number of Contact Person if Different: (520) 249-7254

5. Email Address: REH 2109 BJA @CABLEONE.NET

6. Assessor's Tax Parcel Number: 102 - 57 - 301 (Can be obtained from your County property tax statement)

7. Applicant is (check one):
- Sole owner: YES
  - Joint Owner: \_\_\_\_\_ (See number 8)
  - Designated Agent of Owner: \_\_\_\_\_
  - If not one of the above, explain interest in rezoning: \_\_\_\_\_

7. If applicant is **not** sole owner, attach a list of all owners of property proposed for rezoning by parcel number. Include all real parties in interest, such as beneficiaries of trusts, and specify if owner is an individual, a partnership, or a corporation:

- List attached (if applicable): \_\_\_\_\_

8. If applicant is **not** sole owner, indicate which **notarized** proof of agency is attached:
- If corporation, corporate resolution designating applicant to act as agent: \_\_\_\_\_
  - If partnership, written authorization from partner: \_\_\_\_\_

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 floodplain@cochise.az.gov

- If designated agent, attach a **notarized** letter from the property owner(s) authorizing representation as agent for this application.

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

- Copy of deed of ownership: \_\_\_\_\_
- Copy of title report: \_\_\_\_\_
- Copy of tax notice:  \_\_\_\_\_
- Other, list: \_\_\_\_\_

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

- Yes \_\_\_\_\_ No

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

12. Is more than one parcel contained within the area to be rezoned? Yes \_\_\_\_\_ No

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

13. Indicate existing Zoning District for Property: TR-9

14. Indicate proposed Zoning District for Property: MR-21

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

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

16. Comprehensive Plan Designation or Community Plan: \_\_\_\_\_ (A County planner can provide this information.)  
MEDIUM DENSITY RESIDENTIAL

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

17. Describe all structures already existing on the property: 1-HOUSE (APPROX) 37'X53' ON WEST SIDE OF PARCEL. 1-HOUSE ADD SIZE 1-SHED (12'X14') ON EAST SIDE OF PARCEL.

18. List all proposed uses and structures which would be established if the zoning change is approved. Be complete. Please attach a site plan: NO PROPOSED USES

AND STRUCTURES WILL BE ESTABLISHED @ THIS TIME.

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

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

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

NEWELL ROAD ON THE SOUTH SIDE OF PARCEL AND QUINCY ROAD ON THE EAST SIDE OF THIS PARCEL

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

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

23. Identify how the following services will be provided: NONE. EXISTING UTILITIES ALREADY EXIST.

Service	Utility Company/Service Provider	Provisions to be made
Water		
Sewer/Septic		
Electricity		
Natural Gas		
Telephone		
Fire Protection		

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

SEE ATTACH SHEET.

25. AFFIDAVIT

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

Applicant's Signature: R. DeWald

Date: 7/21/15

## CONSENT SIGNATURE FORM

### OF PROPERTY OWNERS WITHIN THE PROPOSED ZONING DISTRICT

This form is to be completed if there is more than one property owner and more than one parcel within the proposed zoning district.

I, the undersigned owner of record of property which lies within the area of the proposed rezoning set forth in the attached application, do hereby consent to the proposed change of zoning district boundary or reclassification of the property(ies) sought for rezoning. I do hereby certify and declare that I was afforded an opportunity to read the full and complete application prior to affixing by signature hereon.

Parcel Number	Owner of Record, Printed Name & Address	Signature	Date
10857301	STEPHANIE C. NIDALGO ADLA W. NEWELL RD. NACD AZ 85620 PO BOX 895.		
	RALL NIDALGO ADLA W. NEWELL RD. NACD AZ 85620 PO BOX 499.	<i>R. Nidalgo</i>	7-21-15

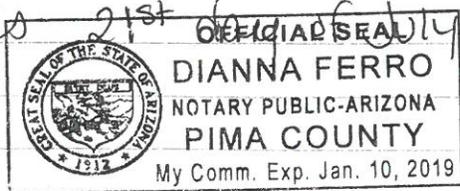
(Attach separate pages if necessary)

July 21-15

To Whom it May Concern,  
I Stephanie Hidalgo who currently  
co-owns parcel # 10257501. I am  
residing in Tucson Az and unable to  
be there in person to represent myself.  
I here for I am authorizing my father  
Steve A. Parra to represent me as  
agent in this rezoning matter.  
If you need to contact me  
directly, here is my cell phone # 520 456 4340

Thank You,  
Stephanie Hidalgo

Acknowledged before me by Stephanie Hidalgo  
this 21<sup>st</sup> day of July, 2015



Dianna Ferro  
NOTARY PUBLIC

TO WHOM IT MAY CONCERN,

THE REASON WE ARE CONSIDERING THE REZONING ARE TO ESTABLISH SEPARATE OWNERSHIP FOR EACH DWELLING AND PERSON,THIS WOULD MAKE IT EASIER ON BOTH PARTIES TO HAVE SEPARATE TAX BILLS INSTEAD OF BOTH PARTIES BEING INVOLVED WITH EACH OTHERS LIVES.WE ARE ``X`` BROTHER AND SISTER IN-LAWS AT THIS TIME.THE OTHER REASON IS TO BE ABLE TO SALE OUR HOMES IN THE FUTURE WITHOUT THE OTHER BEING INVOLVED WITH THE SALE AND FUTURE OWNERS.AND LAST THERE WILL NOT BE ANY CHANGES TO THE EXISTING APPEARANCE ON ALL DWELLING AND GROUND.

7-20-2015

Greetings:

To whom it may concern at this residency.

Our names are Stephanie and Raul Hidalgo, we are co-owners of the property at the north-west corner of Newell Road and Quetzal Road. As a long time property owner there, we are attempting to have our property rezoned through Planning and Zoning Department for the sole purpose of dividing parcel, so we will have the opportunity to have separate properties.

The Existing 2-houses will remain as is and no changes will be made to the present appearance.

So if you have any questions or comments about this matter please respond within a week of receiving this letter.

Contact Person are: Raul Hidalgo @  
520-227-2109

Stephanie Hidalgo  
Raul Hidalgo 36 K

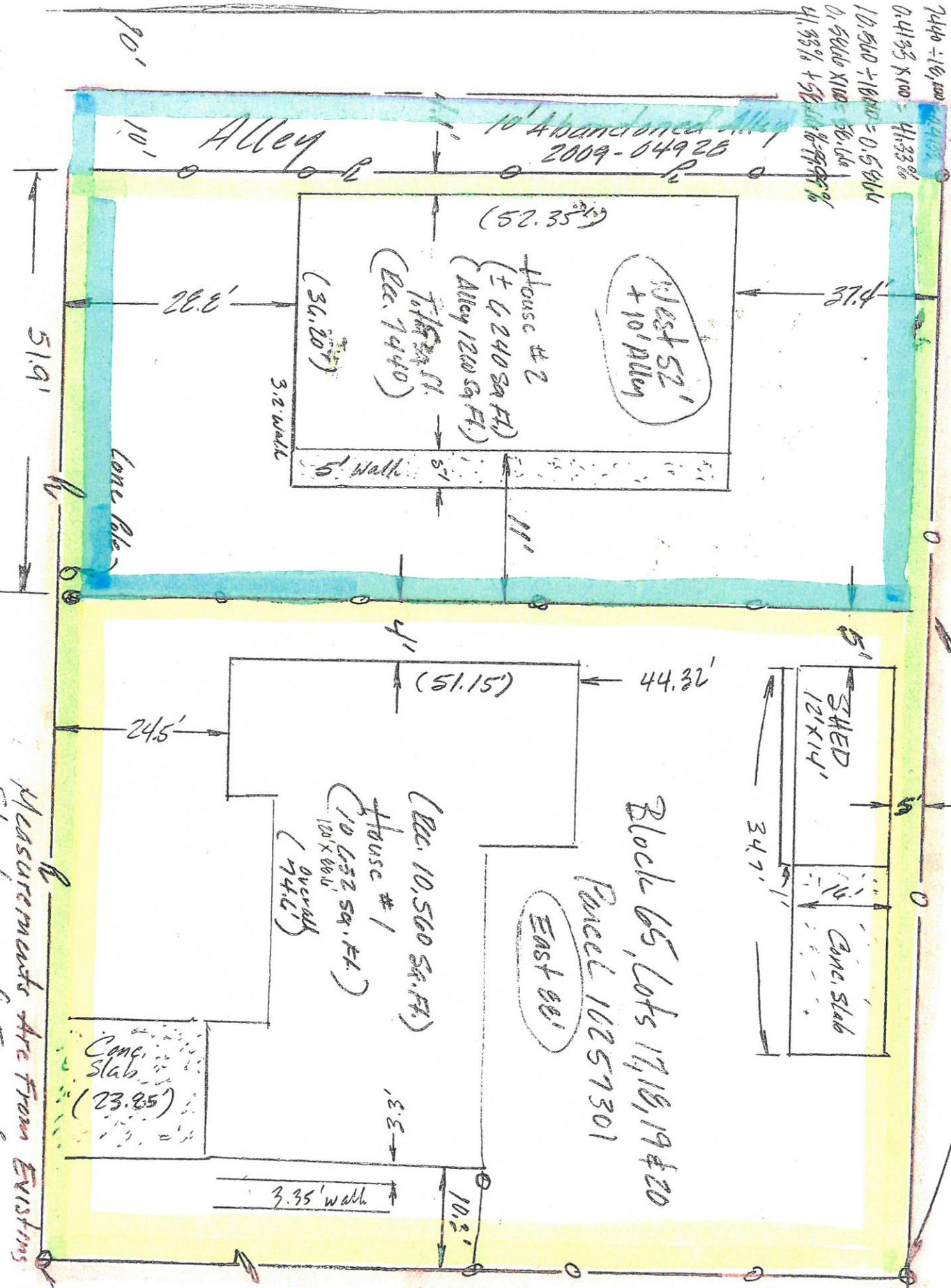
120 x 140 = 16,800 Sq. Ft.  
 (10 x 140) 120 = 1,400 Sq. Ft.

16,800 ÷ 2 = 8,400

36.6'

304.5

2440 ÷ 16,800 = 14.52%  
 0.4133 x 100 = 41.33%  
 10,560 ÷ 16,800 = 0.6264  
 0.5666 x 100 = 56.66%  
 41.33% + 56.66% = 97.99%



119.5' Wly Fen. Newell Camp  
 120.8' lone Pole  
 123.0' Ely Fen. down the Street  
 (Rec. 17, 18, 19 & 20)

37 B

Note - 125' N-S (5' off rd)  
 x 72' E-S (10' more Alley) (Rec. 52')

(Rec. 140' lot length) (Rec. 88')

Measurements are from Existing Structures and Fence Lines



# Cochise County Community Development

Highway and Floodplain Division

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

## MEMORANDUM

**Date:** August 6, 2015  
**To:** Jim Henry, Planner  
**From:** Karen L. Lamberton, AICP, County Transportation Planner  
**Subject:** Hidalgo Re-Zoning/Z-15-06/Parcel #102-57-301

This re-zoning proposes modifying the land designation from RU-9 to MR-1. The applicants for this re-zoning currently share ownership of less than a half an acre of land on which two dwellings have been constructed and been in use. Shared by family members in the past, the owners now desire to each have responsibility of their own parcel and dwelling unit. No new structures are planned; no change of access is planned.

### Traffic Analysis

This parcel is located in the Naco Townsite on the northwest corner of Newell St. and Quetal Ave. Access is currently taken from Newell St. for both dwelling units; this is a county-maintained roadway; a rural minor collector, chip-sealed with a 24 foot cross-section. Average daily traffic on Newell St. is estimated to be 486 vehicles per day. (2013 traffic count). Quetal Ave. is also a county-maintained; a rural minor access road, chip-sealed with a 24 foot cross-section.

As is common with many of these older homes in the County, the residential driveways to both dwellings were permitted with their building permits, not with the Highway Dept. April 2000/ BP 000422 established both driveways; August 2001/BP 010790 established the east dwelling unit garage and driveway. Changes to access driveways onto either Newell or Quetal would now be permitted through the County's Highway Dept. Right-of-Way/Encroachment Permit process.

A single family residential unit, either on the existing RU-9 zoned site or on the newly designated MR-1 site, would likely generate an estimated 9.52 trips per day, per the ITE Manual, 9<sup>th</sup> edition. Thus the total trip generation of both existing units would likely remain slightly less than 20 vehicle trips per day.

### Recommendation

Land use changes do not, in and of themselves, change traffic patterns; however, they do create conditions for future transportation impacts. This re-zoning is not likely to change the general nature of this land use nor is it likely to adversely impact traffic circulation or trip generation in the area.

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# Cochise County Community Development

Highway and Floodplain Division

Public Programs...Personal Service  
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## INTEROFFICE MEMO

**Date:** 8/10/15  
**To:** Jim Henry, Planner  
**From:** Teresa Murphy, Right of Way Agent  
**Subject:** Rezoning for Hidalgo (Z-15-06)

**Background:** Raul Hidalgo is requesting a rezoning from R-9 (Residential; One dwelling per 9,000-square feet) to MR-1 (Multiple Dwelling Residential; one dwelling per 3,600 ft). The subject parcel is 17,859.6-square feet (0.41-acres) in size. The rezoning is to facilitate the applicants desire to split the lot in a manner that would not meet the lot dimension requirements of the R-9 zoning district. Right-of-Way staff was contacted by Planning and Zoning to review the permit and provide comments regarding right-of-way dedication needs for county maintained roads.

### Analysis:

- Access for the subject parcel is from West Newell Street and South Quetel Avenue
- The right-of-way was dedicated to the public per NACO TOWNSITE map recorded in Book 1 of Maps page 138 & 139, records of Cochise County, Arizona
- Newell Street is a county maintained road (#676) and has a declared width of 75 feet.
- Quetel Avenue is a county maintained road (#1223) and has a declared width of 120 feet.

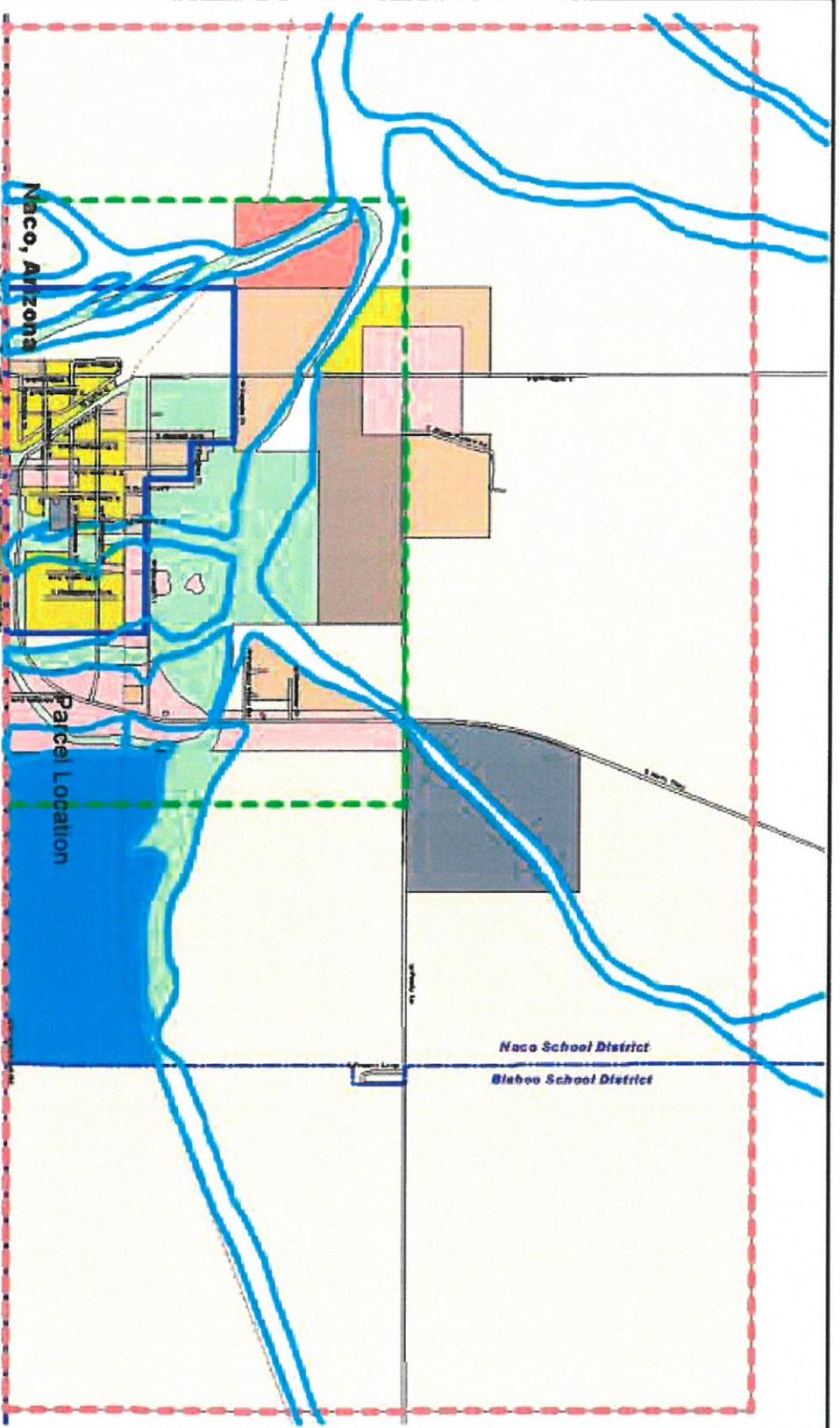
### Recommendation:

- No need for right-of-way dedication is required Newell Street or Quetel Avenue at this time.

**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

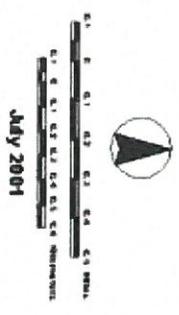




- Future Land Use - Naco, Arizona**
- Business (Retail and Service)
  - Future Planning Area
  - High Density Residential
  - High Density Residential (SR-8)
  - Industry & Related Uses
  - Low Density Residential
  - Medium Density Residential
  - Open Space
  - Public Facilities
  - Recreational Open Space
  - Utilities and Communications
- Existing Land Use - Naco, Sonora**
- Business (Retail and Serv
  - High Density Residential
  - Industry & Related Uses
  - Low Density Residential
  - Medium Density Residential
  - Open Space
  - Public Buildings & Open S
  - Transportation, Utilities

- Naco Area Plan Boundary
- Category C Growth Area Boundary
- School District Boundary
- Sanitary District Boundary
- Approximate 100-Year Floodplain Boundary
- Status Railroad

Adopted by Cochise County  
 Board of Supervisors, 02/17/98  
 Resolution 98-09  
 Fee#: 980205628, Recorded 02/26/98



**Naco Area Plan**  
**Land Use**  
 Cochise County, Arizona

**ZONING ORDINANCE 15-\_\_\_**

**Re: Amending Certain Zoning District Boundaries From R-9 to MR-1, Pursuant To The Application Of Raul Hidalgo**

**Page 1**

**ZONING ORDINANCE 15-\_\_\_**

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-9 TO MR-1, PURSUANT TO THE APPLICATION OF RAUL HIDALGO**

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

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

**WHEREAS**, the Board of Supervisors recognizes that development in the County prior to the adoption of a zoning ordinance is often in conflict with existing zoning; and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing on September 9, 2015 on the amendments to the Zoning District boundaries proposed by - Raul Hidalgo; and

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

**WHEREAS**, the requested zoning district supports the Cochise County Comprehensive Plan Rural Community Areas Category C designation which calls for residential and non-residential development to be clustered in settlements on a variety of lot sizes as typified in established townsites and immediate environs; and

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

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

**WHEREAS**, the Board of Supervisors conditionally approved the request for a change in the Zoning District boundaries on October 20, 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the Cochise County Zoning District

Boundaries shall be amended as follows:

The zoning classification for Tax Parcel 102-57-301 is changed from R-9 to MR1. The property is located at the Northwest corner of West Newell Street and South

Quetal Avenue in Naco, Arizona. The property is further described as being Naco Lots 17, 18, 19, and 20 of Block 65 in Section 18 of Township 24 South, Range 24 East of the G&SRB&M, in Cochise County, Arizona. The Board of Supervisors approved Docket Z-15-06 subject to the following conditions:

1. The Applicant shall provide the County with a signed Acceptance of Conditions and a Waiver of Claims form arising from ARS Section 12-1134 signed by the property owner of the subject property within thirty (30) days of Board of Supervisors approval of the rezoning; and
2. It is the Applicant's responsibility to obtain any additional permits, or meet any additional conditions, that may be applicable to the proposed use pursuant to other federal, state, or local laws or regulations; and
3. Any changes or modifications to any Conditions of Approval shall require a recommendation by the Planning and Zoning Commission and approval by the Board of Supervisors; and
4. The lot shall be split in accordance with the MR-1 zoning designation within (3) three months of approval.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this 20th day of October 2015.

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Patrick Call, Chairman  
Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Arlethe G. Rios,  
Clerk of the Board

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Britt Hanson,  
Chief Civil Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015  
GOHS Equipment Purchase Grant - Tint Meters  
**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 P. 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).

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**Information**

**Agenda Item Text:**

Approve contract 2016-PT-055 between Cochise County and the Governor's Office of Highway Safety for \$1,107 to purchase tint meters to be used during traffic enforcement effective October 1, 2015 to September 30, 2016.

**Background:**

A very helpful tool for law enforcement officers is a tint meter that is used to measure the amount of light that goes through the tint installed on vehicles. There is an Arizona Revised Statute limit in the minimum amount of light that is allowable. Tint that is too dark can impair the vision of the driver and cause a safety hazard on the roadway. These meters allow a law enforcement officer to measure the amount of light that goes through the tint, therefore confirming it is within Arizona law. These contracts have been approved as to form by the County Attorney's Office.

**Department's Next Steps (if approved):**

Purchase the tint meters and issue them to the deputies so they can begin to use them in traffic enforcement.

**Impact of NOT Approving/Alternatives:**

Accurate measure of tint darkness can not be done, making the deputies unable to accurately enforce equipment law.

**To BOS Staff: Document Disposition/Follow-Up:**

Return both signed original contracts so they can be sent to the Governor's Office of Highway Safety for final approval.

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**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**

2015 Tint Meter Contract

Tint Meter Grant Approval Form

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**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 20.600**

<b>1. APPLICANT AGENCY</b> Cochise County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> <b>2016-PT-055</b>
<b>ADDRESS</b> 205 N. Judd Dr., Bisbee, AZ 85603	<b>PROGRAM AREA:</b> <b>402-PT</b>
<b>2. GOVERNMENTAL UNIT</b> Cochise County	<b>AGENCY CONTACT:</b> Jeremy Peuschold
<b>ADDRESS</b> 205 N. Judd Dr., Bisbee, AZ 85603	<b>3. PROJECT TITLE:</b> Tint Meters
<b>4. GUIDELINES:</b> 402-Police Traffic (PT)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Materials and Supplies: Tint Meters to enhance STEP Enforcement throughout Cochise County.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2016</b>
<b>I. Personnel Services</b>	\$0.00
<b>II. Employee Related Expenses</b>	\$0.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$1,107.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$1,107.00</b>

**PROJECT PERIOD**                      **FROM:** Effective Date  
(Date of GOHS Director Signature)                      **TO:** 09-30-2016

**CURRENT GRANT PERIOD**                      **FROM:** 10-01-2015                      **TO:** 09-30-2016

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$1,107.00**

**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 402 funds will support Materials and Supplies: Tint Meters 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. The Sheriff's Office will utilize funds from this grant to purchase tint meters for use in these activities.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Materials and Supplies: Tint Meters 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:

Materials and Supplies - To purchase/procure the following Materials and Supplies for STEP/Speed Enforcement Activities:

Tint Meters

**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
<b>1<sup>st</sup> Quarterly Report</b> (October 1 to December 31, 2015)	January 30, 2016
<b>2<sup>nd</sup> Quarterly Report</b> (January 1 to March 31, 2016)	April 30, 2016
<b>3<sup>rd</sup> Quarterly Report</b> (April 1 to June 30, 2016)	July 30, 2016
<b>4<sup>th</sup> Quarterly Report</b> (July 1 to September 30, 2016)	October 15, 2016
<b>Final Statement of Accomplishment</b>	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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$1,107.00
	Tint Meters	
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$1,107.00</b>

\*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 \$1,107.00.

**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 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:

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## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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:** 10/20/2015

DUI Related Equipment

**Submitted By:** Mark Genz, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Mark Genz

**TITLE of PRESENTER:** Commander

**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).

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**Information**

**Agenda Item Text:**

Approve contract 2016-AL-061 between Cochise County and the Governor's Office of Highway Safety for \$7,108 to purchase an Intoxilyzer 8000 effective October 1, 2015 to September 30, 2016.

**Background:**

Intoxilyzer 8000 is the recognized device for determining the breath alcohol content of drivers arrested for impaired driving. In order to have these machines available throughout the county, we had to borrow one from Fort Huachuca. The purchase of this machine allows law enforcement officers from all county agencies access to a machine in the area they work. This contract has been approved as to form by the County Attorney's Office.

**Department's Next Steps (if approved):**

Purchase a new Intoxilyzer 800 and put it into service within the county.

**Impact of NOT Approving/Alternatives:**

There will continue to be a shortage of available machines for processing individuals arrested for impaired driving.

**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.

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**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

DUI Equipment Intox

DUI Intox Grant Approval

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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 20.600

<b>1. APPLICANT AGENCY</b> Cochise County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2016-AL-061
<b>ADDRESS</b> 205 N. Judd Dr., Bisbee, AZ 85603	<b>PROGRAM AREA:</b> 402-AL
<b>2. GOVERNMENTAL UNIT</b> Cochise County	<b>AGENCY CONTACT:</b> Jeremy Peuschold
<b>ADDRESS</b> 205 N. Judd Dr., Bisbee, AZ 85603	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving Enforcement Related Equipment
<b>4. GUIDELINES:</b> 402-Alcohol (AL)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Capital Outlay: One (1) Intoxilyzer 8000 to enhance DUI/Impaired Driving Enforcement throughout Cochise County.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2016</b>
<b>I. Personnel Services</b>	\$0.00
<b>II. Employee Related Expenses</b>	\$0.00
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$7,108.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$7,108.00</b>

**PROJECT PERIOD** FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2016

**CURRENT GRANT PERIOD** FROM: 10-01-2015 TO: 09-30-2016

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$7,108.00**

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 402 funds will support Capital Outlay: One (1) Intoxilyzer 8000 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. The Sheriff's Office will utilize grant funds to purchase an Intoxilyzer 8000 to support these activities.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Capital Outlay: One (1) Intoxilyzer 8000 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:

Capital Outlay - To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement Activities:

One (1) Intoxilyzer 8000

**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.

**EQUIPMENT:**

One (1) Intoxilyzer 8000

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

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

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

**Administrative and Maintenance Costs:**

The Cochise County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the One (1) Intoxilyzer 8000.

**Decals:**

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

**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

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.

**Original Purpose of Equipment:**

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

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

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

**Insurance:**

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

**SPECIFIC REQUIREMENTS:****BREATH TESTING DEVICES –****Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):**

The successful vendor must certify that the devices purchased are on the National Highway Traffic Safety Administration (NHTSA) Conforming Products List and must meet, or exceed, NHTSA model specifications.

In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Cochise County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a NHTSA approved training course.

The Cochise County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

### **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.

### **EQUIPMENT –**

#### **Requirements for Equipment:**

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

### **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**

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

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

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount:</b>	<b>Type of Monitoring:</b>
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)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$7,108.00
	One (1) Intoxilyzer 8000	
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$7,108.00</b>

\*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 \$7,108.00.

**Arizona Governor's Office of Highway Safety  
Capital Outlay (Equipment) Record  
Equipment \$5,000.00 or more**

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

**Note: Photographs of all Capital Outlay (Equipment) must be submitted with form**

**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 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)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Mark Dannels, Sheriff
Cochise County Sheriff's Office

[Handwritten signature of Mark Dannels]

09-01-15 520-432-9505
Date Telephone

APPROVED AS TO FORM:

[Handwritten signature of Lauri J. Owen]
Lauri J. Owen, Civil Deputy
Cochise County Attorney

Signature of Authorized Official of Governmental Unit:

Patrick Call, Chairman
Cochise County

[Blank line for signature]

Date Telephone

Sept. 4, 2015
Date



# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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:** 10/20/2015

Refund Agreement Airwest Helicopter

**Submitted By:** Mark Genz, County Sheriff

**Department:** County Sheriff

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

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

**NAME of PRESENTER:** Mark Genz      **TITLE of PRESENTER:** Commander

**Docket Number (If applicable):**

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

---

**Information**

**Agenda Item Text:**

Approve Refund Receipt between the Cochise County Sheriff's Office (the County) and Airwest Helicopters LLC (AWH) for the return of \$56,150 in credit for unused services provided to the Sheriff's Office for helicopter support.

**Background:**

The Sheriff's Office previously had a contract with Airwest Helicopters to provide helicopter support. As you are aware, the helicopter crashed and the service and contract was terminated. The Sheriff's Office had provided Airwest with a pre-payment for the month of January. Due to a portion of the services not being provided, the Sheriff's Office and Airwest have agreed that the sum of \$56,150.00 is the amount to be refunded to the Sheriff's Office to satisfy the amount owed on the contract. This agreement has been approved by the County Attorney's Office. I am attaching a copy of the agreement as the original is being sent in the mail. I will provide that to the County Attorney's Office for signature prior to the meeting and the approval of this receipt by the board.

**Department's Next Steps (if approved):**

Upon approval of the board, Airwest has 10 days to send the agreed upon amount of money to the Sheriff's Office.

**Impact of NOT Approving/Alternatives:**

The Sheriff's Office will not be refunded the money for unused services from Airwest.

**To BOS Staff: Document Disposition/Follow-Up:**

Please return the signed original so it can be provided to Airwest. They will then send the refund money.

---

**Attachments**

Airwest Refund Receipt

---



## REFUND RECEIPT

This Refund Receipt is executed between Cochise County Sheriff ("the County"), and Airwest Helicopters LLC ("AWH"). The effective date of this Refund Receipt is the date signed below by the parties hereto.

Both parties represent that for 2015, the County purchased services from AWH, and paid AWH ninety-three thousand dollars (\$93,000) for those services. Afterward, and before full services were rendered, the parties severed that agreement.

Of the amount the County paid for services, fifty-six thousand, one hundred fifty dollars (\$56,150) credit remains for unused services.

County agrees that the payment will satisfy the complete amount owed to County with regard to the contract between County and AWH.

County also agrees to abandon any remaining claims and to release AWH from any liability for any and all unperformed provisions of the contract.

County further agrees to release AWH from other liability, with the exception of that related to the helicopter accidents

Thus, within ten days of signing this agreement, AWH shall refund the credit amount to the County. Upon receipt of the agreed-upon amount, all unused service-related costs will be refunded and the matter of repayment for unused services will be settled in full.

Entered into this 21st day of AUGUST, 2015:

Jeffrey A. Boatman  
Jeffrey A Boatman, agent for AWH

21 August 2015  
Date

PASSED AND ADOPTED unanimously by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Patrick Call, Chairman,  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Arlthe Rios  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Lauri Owen  
Civil Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

SWAT Communications Equipment

**Submitted By:** Mark Genz, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 1

**NAME of PRESENTER:** Mark P. 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 the 2015 Homeland Security Grant Program Award Subrecipient Agreement Number 15041-01 between the Arizona Department of Homeland Security and the Cochise County Sheriff's Office for the purchase of a two way radio headset for use by the Sheriff's Office SWAT members in the amount of \$15,800 effective October 1, 2015 through September 30, 2016.

**Background:**

The Sheriff's Office requested assistance through the Homeland Security Grant Program to purchase equipment for the Sheriff's Office SWAT members. This request was for headsets that fit the ballistic helmets that SWAT members utilize during a mission. Currently they use their portable radios, which due to noise during a mission, make it difficult to effectively communicate. This is an essential ability during missions. These headsets will make it possible for members to hear the communications within their helmets instead of using the microphone hanging on their vests. This grant has been approved as to form by the County Attorney's Office.

**Department's Next Steps (if approved):**

Go through purchasing for the acquisition of this equipment and deployment by the SWAT members.

**Impact of NOT Approving/Alternatives:**

SWAT members will be required to utilize the portable radio microphones, making effective communication during critical missions difficult.

**To BOS Staff: Document Disposition/Follow-Up:**

Please return signed copy to the Sheriff's Office so it can be sent up for final signature and authorization.

---

**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**

Headset Grant

Headset Grant Form

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Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 11, 2015

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, AZ 85603-3027

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150401-01**  
Project Title: **SWAT Communications Equipment**

Dear Sheriff Mark Dannels:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**SWAT Communications Equipment**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$15,800**. The grant performance period is **October 1, 2015 through September 30, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if reallocation funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to audits@azdohs.gov. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Cmndr Mark Genz

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

**This form is to be signed and returned.**

Grant #: **150401-01** Subrecipient: **Cochise County Sheriff's Office**

Project Title: **SWAT Communications Equipment**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Cochise County Sheriff's Office**

Point of Contact: **Crnldr Mark Genz**

Subrecipient Address:  
Street: **205 North Judd Drive**

City/State/Zip: **Bisbee, AZ 85603-3027**

Head of Agency: **Sheriff Mark Dannels**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **520-432-9507**

E-mail Address: **mdannels@cochise.az.gov**

2. Organizational Type: **County Government**

3. Region or Entity: **South Region**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **\$43,450** Total Dollar Amount Awarded: **\$15,800**

**This form is to be signed and returned.**

**This form is to be signed and returned.**

Grant #: **150401-01**      Subrecipient: **Cochise County Sheriff's Office**

Project Title: **SWAT Communications Equipment**  
 Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

**APPROVAL PROCESS**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact	Cmndr Mark Genz		9/21/15
	Print Name	Signature	Date
AZDOHS Staff			
	Print Name	Signature	Date

**Award Funded as follows:**

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$43,450	\$15,800	\$15,800
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
<b>Award Total</b>	<b>\$43,450</b>	<b>\$15,800</b>	<b>\$15,800</b>

**This form is to be signed and returned.**



**STATE OF ARIZONA**  
Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Cochise County Sheriff's Office

150401-01

***Application Summary***

***Award Funded As Follows:***

---

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$43,450.00	\$15,800.00	\$15,800.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$43,450.00	\$15,800.00	\$15,800.00

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**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Cochise County Sheriff's Office

150401-01

*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

<b>Brief Description and Utilization:</b>	The equipment will be used by Cochise County Sheriff SWAT members and negotiators during tactical law enforcement operations. As a border county of 6250 square miles (82 linear miles of border), Cochise Sheriff's Office SWAT Team is responsible for providing primary service for the entire county, incorporated & unincorporated (except Sierra Vista) as well as support for Ft. Huachuca, Sierra Vista, Border Patrol, ICE, DEA, and other regional LE agencies. Assignments can include a wide range of missions including: executing drug search warrants, hostage or barricaded subjects, arrest warrants and other hazardous situations. The headsets will be used for SWAT member communications as well as hearing protection and sound amplification. The throw phone and cell phone recorder will be used primarily by negotiators. The throw phone will also provide video and recording for tactical planning and
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
01LE-01-ARMR	Cell phone response console	1	\$1,650.00	\$1,650.00		0	\$0.00
03OE-01-CTAC	Negotiator throw phone system	1	\$26,000.00	\$26,000.00		0	\$0.00
06CP-03-PRAC	2-way radio headsets with protective & amplified hearing	20	\$790.00	\$15,800.00	Nicole Schwegler	20	\$15,800.00

**Totals For Cochise County Sheriff's Office Contract Number 150401-01 Requested \$43,450.00 Approved \$15,800.00**



Governor Douglas A. Ducey



Director Gilbert M. Orrantia

# State of Arizona Department of Homeland Security

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 11, 2015

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, AZ 85603-3027

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150401-01**  
Project Title: **SWAT Communications Equipment**

Dear Sheriff Mark Dannels:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**SWAT Communications Equipment**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$15,800**. The grant performance period is **October 1, 2015 through September 30, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if reallocation funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to audits@azdohs.gov. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Cmndr Mark Genz

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

**Re: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: 150401-01  
Project Title: SWAT Communications Equipment**

FOR GRANTEE:

\_\_\_\_\_  
Patrick Call, Chairperson  
Cochise County Board of Supervisors

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lauri J. Owen  
Civil Deputy County Attorney

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

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## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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:** 10/20/2015

SWAT Tactical Protective Gear

**Submitted By:** Mark Genz, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 1

**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 the 2015 Homeland Security Grant Program Award Subrecipient Agreement Number 150401-02 between the Arizona Department of Homeland Security and the Cochise County's Sheriff's Office for the purchase of 5 Ballistic Vests, 5 Ballistic Helmets and 1 Ballistic Shield for use by the Sheriff's Office SWAT members in the amount of 17,550 for the period of October 1, 2015 through September 30, 2016.

**Background:**

The Sheriff's Office has requested funding through the Department of Homeland Security for necessary equipment for SWAT. They include entry ballistic vests which provide a high degree of security from gunfire as well as ballistic helmets that have the same protection for members' heads during missions. We have also been approved for a ballistic shield which protects members stacked in a line from gunfire. These vests and helmets have a shelf life and need to be replaced periodically. Getting them replaced through grants eliminates the need to replace them with general funds. This grant has been approved as to form by the County Attorney's Office.

**Department's Next Steps (if approved):**

Go through purchasing to acquire the granted equipment and when received issue it to members for their use.

**Impact of NOT Approving/Alternatives:**

Vests and helmets that have run their recommended life will have to be replaced through the use of general funds.

**To BOS Staff: Document Disposition/Follow-Up:**

Please return signed original to the Sheriff's Office so it can be sent to Homeland Security for final approval.

---

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

Ballistic Helmets and Vests Grant

Helmet and Vest Grant Form

---



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 11, 2015

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, AZ 85603-3027

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150401-02**  
Project Title: **SWAT Tactical Protective Gear**

Dear Sheriff Mark Dannels:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**SWAT Tactical Protective Gear**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$17,550**. The grant performance period is **October 1, 2015 through September 30, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if reallocation funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
  - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to audits@azdohs.gov. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Cmndr Mark Genz

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

**This form is to be signed and returned.**

Grant #: **150401-02** Subrecipient: **Cochise County Sheriff's Office**

Project Title: **SWAT Tactical Protective Gear**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Cochise County Sheriff's Office**

Point of Contact: **Cmdr Mark Genz**

Subrecipient Address:

Street: **205 North Judd Drive**

City/State/Zip: **Bisbee, AZ 85603-3027**

Head of Agency: **Sheriff Mark Dannels**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **520-432-9507**

E-mail Address: **mdannels@cochise.az.gov**

2. Organizational Type: **County Government**

3. Region or Entity: **South Region**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**

5. Total Dollar Amount Requested: **\$19,450** Total Dollar Amount Awarded: **\$17,550**

**This form is to be signed and returned.**

This form is to be signed and returned.

Grant #: **150401-02** Subrecipient: **Cochise County Sheriff's Office**

Project Title: **SWAT Tactical Protective Gear**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

**APPROVAL PROCESS**

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact

Cmndr Mark Genz  
Print Name

  
Signature

9/21/15  
Date

AZDOHS Staff

Print Name

Signature

Date

**Award Funded as follows:**

	<b>Requested Totals</b>	<b>Recommended Totals</b>	<b>Awarded Totals</b>
Equipment	\$19,450	\$17,550	\$17,550
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
<b>Award Total</b>	<b>\$19,450</b>	<b>\$17,550</b>	<b>\$17,550</b>

This form is to be signed and returned.



**STATE OF ARIZONA**  
Department of Homeland Security  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Cochise County Sheriff's Office

150401-02

***Application Summary***

***Award Funded As Follows:***

---

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$19,450.00	\$17,550.00	\$17,550.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$19,450.00	\$17,550.00	\$17,550.00

---



**STATE OF ARIZONA**  
**Department of Homeland Security**  
**2015 STATE HOMELAND SECURITY GRANT PROGRAM**  
**PROJECT DETAIL**

Cochise County Sheriff's Office

150401-02

*Equipment - Budget Narrative*

**Budget Description:** List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: [www.rkb.us](http://www.rkb.us). If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov).

**Brief Description and Utilization:**

The requested ballistic protective equipment will be used by Cochise County Sheriff SWAT members during tactical law enforcement operations. The equipment will provide basic ballistic protection to SWAT members. As a border county of 6250 square miles (82 miles of border), Cochise Sheriff's Office SWAT Team is responsible for providing primary service for the entire county, incorporated & unincorporated (except Sierra Vista) as well as support for Ft. Huachuca, Sierra Vista, Border Patrol, ICE, DEA, and other regional LE agencies. Assignments can include a wide range of missions including: executing drug search warrants, hostage or barricaded subjects, arrest warrants and other hazardous situations.

<i>AEL #</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Cost</i>	<i>Total Cost</i>	<i>AZDOHS Approved</i>	<i>Approved Quantity</i>	<i>Approved Cost</i>
01LE-01-ARMR	Ballistic Entry Vests w/equipment pouches & cut plates	5	\$2,260.00	\$11,300.00	Nicole Schwegler	5	\$11,300.00
01LE-01-ARMR	Concealable Ballistic Vests, Level 3A	2	\$950.00	\$1,900.00	Nicole Schwegler	0	\$0.00
01LE-01-HLMT	Ballistic Helmet w/NVG mounting rail & suspension system	5	\$650.00	\$3,250.00	Nicole Schwegler	5	\$3,250.00
01LE-01-SHLD	Level 3 Ballistic Shield w/LED Light	1	\$3,000.00	\$3,000.00	Nicole Schwegler	1	\$3,000.00

Totals For Cochise County Sheriff's Office Contract Number 150401-02 *Requested* \$19,450.00 *Approved* \$17,550.00



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or [mstidham@azdohs.gov](mailto:mstidham@azdohs.gov) with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.



Governor Douglas A. Ducey

# State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 11, 2015

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, AZ 85603-3027

Subject: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **150401-02**  
Project Title: **SWAT Tactical Protective Gear**

Dear Sheriff Mark Dannels:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**SWAT Tactical Protective Gear**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$17,550**. The grant performance period is **October 1, 2015 through September 30, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if reallocation funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to [www.azdohs.gov](http://www.azdohs.gov) under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
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- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
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  - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
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- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to audits@azdohs.gov. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia  
Director

Cc: Cmndr Mark Genz

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

**Re: FFY 2015 Homeland Security Grant Program Award  
Subrecipient Agreement Number: 150401-02  
Project Title: SWAT Tactical Protective Gear**

FOR GRANTEE:

\_\_\_\_\_  
Patrick Call, Chairperson  
Cochise County Board of Supervisors

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Lauri J. Owen  
Civil Deputy County Attorney

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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:** 10/20/2015  
Certification of Fill The Gap (FTG) FY 14.15 funds  
**Submitted By:** Regan Appelo, Court Administration  
**Department:** Court Administration  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 2  
**TITLE of PRESENTER:** Superior Court Budget Director  
**Source of Mandate or Basis for Support?:** ARS 41-2421

**NAME of PRESENTER:** Regan C Appelo  
**Mandated Function?:** Federal or State Mandate

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Certify that the total court revenues collected in Fiscal Year 2014/2015 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, \$348,244.30, pursuant to ARS 41-2421.

**Background:**

In 1999, the Arizona Legislature enacted A.R.S. 41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative FTG). Pursuant to A.R.S. 41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter, 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those set aside dollars are to be disbursed to the below-outlined criminal justice agencies. The certification of each year's revenues exceeding the base year must be done by the Board of Supervisors in order for those funds to be properly allocated. Total court General Fund revenues for FY 2014/2015 were \$2,658,297 compared to the FY 1997/1998 total of \$2,100,024, an increase of \$558,273.

**Department's Next Steps (if approved):**

Certification and distribution of funds as follows:  
57.37% to the court \$199,787.75  
21.61% to county attorney \$ 75,255.59  
20.53% to indigent defense \$ 71,494.55  
00.46% to the state \$ 1,706.40

**Impact of NOT Approving/Alternatives:**

Without the Board's official certification, these funds cannot be properly allocated.

**To BOS Staff: Document Disposition/Follow-Up:**

Notify Superior Court Budget Director, Regan C Appelo, when approved for distribution of funds through Finance.

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** 348,244.30  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

- 1: 150-0810-9 550.000
- 2: 138-0600-0610 391.000
- 3: 104-1300 391.000
- 4: 100-0820-9 391.000

**Fund Transfers**

**Fiscal Year:** 15.16  
**One-time Fixed Costs? (\$\$\$):** 0  
**Ongoing Costs? (\$\$\$):** 0  
**County Match Required? (\$\$\$):** 0  
**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):**  
**Source of Funding?:** FTG

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

138-0600-0610 391.000 transfer needs to be amended to \$75,255.59

104-1300 391.000 transfer needs to be amended to \$71,494.55

---

**Attachments**

[FY14.15 Signed Memo](#)

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## MEMORANDUM

**To:** Jim Vlahovich, County Administrator  
**From:** Eric Silverberg, Court Administrator  
**Date:** September 30, 2015  
**Subject:** Revenue Certification

In 1999, the Arizona Legislature enacted A.R.S. §41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative). Pursuant to A.R.S. § 41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those "set-aside" dollars are to be disbursed to the below-outlined criminal justice agencies. The certification of each year's revenues exceeding the base year must be done by the Board of Supervisors in order for those funds to be properly allocated.

In this agenda item, the court is requesting certification that total court revenues for FY 2014-2015 exceeded total court revenues for the base fiscal year 1997-1998. This certification is necessary to enable the courts, the county attorney and the public defender to receive their respective share of the revenue set-aside funds in compliance with the Fill the Gap initiative.

Total court General Fund revenues for FY 2014-2015 were \$2,658,297 compared to the FY 1997-1998 total of \$2,100,024, an increase of \$558,273. The total amount of the 5% set-aside for FY 2014-2015 was \$348,244.30 which, pursuant to statute and upon the Board's action, will be distributed as follows:

57.37% to the court	\$199,787.75
21.61% to the county attorney	\$ 75,255.59
20.53% to indigent defense	\$ 71,494.55
0.49% to the state	\$ 1,706.40

Most of the court's share of this fund will be utilized to support the Superior Court Division 5 criminal case processing enhancement project which has been an established utilization of these funds in Cochise County since the creation of A.R.S. § 41-2421. For further clarification, you will find attached a copy of the statute itself along with other financial documentation.

Inasmuch as the annual certification of court revenues is a statutory requirement for disbursement of the 5% set-aside funds, I respectfully request that the item be placed on the consent agenda of the Board's October 20, 2015 meeting.

Cc: Brian McIntyre, County Attorney  
Mark Suagee, Public Defender

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

2015 Cochise County Mutual Aid Agreement

**Submitted By:** Norm Sturm, Emergency Services

**Department:** Emergency Services

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

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

**NAME** Norm Sturm **TITLE** ES Coordinator  
**of PRESENTER:** **of PRESENTER:**

**Docket Number (If applicable):**

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

---

**Information**

**Agenda Item Text:**

Approve the 2015 Cochise County Mutual Aid Agreement between Cochise County and the County based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments for a period of 5 years, with an annual renewal option.

**Background:**

Cochise County maintains a mutual aid agreement that enables first responders to cross jurisdictional lines to provide help to other jurisdictions within the county. The current mutual aid agreement was written and approved in 2008 and only pertained to fire departments. This 2015 agreement expands the agreement to include not only fire departments, but also law enforcement and public works agencies. Additionally, the new agreement requires review and re-adoption every five (5) years to ensure the agreement is kept up to date.

**Department's Next Steps (if approved):**

This same agreement has been sent to all Cochise County fire, law enforcement, and public works agencies for adoption and approval. When all participating agencies have submitted signed agreements to OES, a master copy of the agreement with all signators will be compiled and distributed to all agencies.

**Impact of NOT Approving/Alternatives:**

If not approved, significant legal barriers will exist to prevent cross-jurisdictional mutual aid during large-scale emergencies or disasters.

**To BOS Staff: Document Disposition/Follow-Up:**

OES will need one signed original for our files.

---

**Attachments**

2015 County Mutual Aid Agreement

---



## **Cochise County Public Safety Mutual Aid Agreement**

The undersigned parties, both governmental and other public-safety agencies, each conducting business in Cochise County, and wishing to improve the delivery and coordination of emergency services within the County, and thereby better carry out their mutual responsibilities, do mutually agree to the following conditions and covenants, including pursuant to A.R.S. § 11-952, 48-805, and all other empowering statutes, as applicable:

### **1. Scope of the Agreement**

This agreement is entered into between the undersigned Cochise County-based fire districts, fire departments, fire and rescue agencies, law enforcement agencies, and public works departments which, through their duly authorized representatives, are signatory to this agreement, below.

This agreement shall be effective upon recordation with the Cochise County Recorder and shall remain in effect, and shall be subject to automatic renewal on January 1 of each succeeding year, for a period of five (5) years unless and until terminated by all of the parties pursuant to terms of Paragraph 2, below.

This agreement supersedes any and all former agreements on this subject between the parties to this Agreement, except that any Automatic Aid agreements that may have been independently previously entered into by any of the parties or hereafter entered into by any of the parties shall remain in effect.

### **2. Voluntary Termination**

a. Notwithstanding the provisions of A.R.S. § 38-511, any party may terminate its participation in this Agreement upon giving thirty (30) days' written notice to all other then-currently participating parties to it, with said notice to be recorded with the Cochise County Recorder before becoming effective.

b. This Agreement terminates upon the election of all parties thereto to terminate their participation in it, pursuant to subparagraph a, above.

### 3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent 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 of the contract. A cancellation made pursuant to this provision shall be effective when the non-cancelling party receives written notice of the cancellation unless the notice specifies a later time.

### 4. Requests for Assistance

Any party to this Agreement, through its chief operations officer or other authorized agent, may request assistance from one or more of the other parties to this Agreement if the requesting party makes a determination that there exists an emergency of such magnitude that the resources of the requesting party are, for any reason, inadequate. The parties shall hereafter develop and adopt formal policies concerning procedures for making and responding to requests and dispatching and redeployment of emergency service units.

### 5. Response to Request

The chief operations officer or authorized agent of any party to this Agreement who receives a request for assistance under this Agreement from another party thereto shall be the sole judge of the extent of assistance, if any, that said agency will provide. Any party receiving a request for assistance from another party shall not provide such assistance if it is determined that doing so would impair the safety of citizens or property within its own service area. No party shall be liable to any other party for failing to respond to a request for assistance, or for any deficiency in the nature or extent of assistance that is provided.

### 6. Incident Command

A party which responds to a request for assistance from another party to this Agreement shall work under the direction of the designated Incident Commander of the incident. All parties shall utilize a command structure compliant with requirements of

the federal National Incident Management System. Parties shall make every effort to insure common communications frequencies are utilized. After any incident involving mutual aid, all parties participating in that incident shall make available to each other upon request all reports arising out of such operations.

#### 7. Equipment and Personnel

Each party shall be responsible for providing and maintaining its own equipment and for any and all of its personnel and equipment costs when acting under this Agreement. Each party shall retain ownership of any equipment or property it brings when responding to a request for assistance from another party to this Agreement. No party shall be reimbursed by any other party for any costs incurred pursuant to this Agreement; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. All parties shall comply with Arizona Workers Compensation Law. For purposes of Workers Compensation under A.R.S. § 23-1022(D), an injured employee's primary employer shall be solely responsible for the payment of benefits. Each party shall procure and maintain insurance coverage including comprehensive liability, personal injury, property damage, vehicle and general liability.

#### 8. Indemnification

To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless every other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

#### 9. Severability

If any provision of this Agreement, or any application thereof to the parties or to any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which may be given effect without the invalid provision or application, and to this end each of the provisions of this Agreement are declared to be severable.

#### 10. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by AR .S. § 12-1518, except as may be required by other applicable statutes.

#### 11. Other Contractual Arrangements

Nothing in this Agreement shall limit the ability of any one or more parties to it from entering and/or participating in more specific contracts for services, or mutual or automatic aid with other parties to this Agreement, or from entering and/or participating in other contracts with or providing emergency assistance to any other jurisdiction or government entity which is not a participant to this Agreement.

#### 12. Modification

This written Agreement may not be changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this Agreement. Any such change or modification becomes effective and binding on the parties only upon recordation of said change or modification with the Cochise County Recorder.

#### 13. Counsel Conflict of Interest

Those County agencies, including fire districts and fire departments in unincorporated county communities, who are parties to this Agreement understand that the Cochise County Attorney represents all County agencies in the county and the parties hereby waive any claim of conflict of interest with respect to said joint representation.

#### 14. ADA and Non-Discrimination

The parties shall comply with all anti-discrimination laws, both state and federal, including applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101- 12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. This Agreement is subject to Executive Order 75-5, amended by Executive Order 99-4, incorporated into this Agreement.

**COUNTERPART SIGNATURE PAGE  
TO THE  
COCHISE COUNTY PUBLIC SAFETY MUTUAL AID AGREEMENT**

This Counterpart Signature Page is and forms a part of the Participating Agencies of the Cochise County Public Safety Mutual Aid Agreement. The undersigned adopts and agrees to the terms of the Agreement.

APPROVED: (Agency) Cochise County

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form pursuant to A.R.S. 11-952(D):

\_\_\_\_\_  
Lauri Owen  
COCHISE COUNTY ATTORNEY

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Homeland Security Grant Program: CERT Funding

**Submitted By:** Norm Sturm, Emergency Services

**Department:** Emergency Services

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

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

**NAME of PRESENTER:** Norm Sturm **TITLE of PRESENTER:** ES Coordinator

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Subrecipient Agreement 15-AZDOHS-HSGP-15400-01 between the Arizona Department of Homeland Security and the Cochise County Office of Emergency Services to fund Citizen Corp volunteer group activities in the amount of \$4,800 for the period of October 1, 2015 through September 30, 2016.

**Background:**

The State Homeland Security Grant is an annual grant available to public safety entities throughout Arizona. The Office of Emergency Services has received this grant annually for many years. There is no local match for the grant. The grant will be used to fund volunteer training and supplies to promote CERT groups in Cochise County.

**Department's Next Steps (if approved):**

If approved, we will spend down the grant according to County purchasing policies and grant guidelines.

**Impact of NOT Approving/Alternatives:**

We will not be able to use the grant funding if the agreement is not approved.

**To BOS Staff: Document Disposition/Follow-Up:**

OES will need two (2) original signed copies of the agreement to send to AZDOHS. They will sign the agreements and send back one original copy. I will forward the completed agreement to the County Clerk.

**Attachments**

- 2015 SHSGP Grant
- Grant Approval Form

# SUBRECIPIENT AGREEMENT

**15-AZDOHS-HSGP-15400-01**

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

**Between**

**The Arizona Department of Homeland Security  
And  
Cochise County Office of Emergency Services**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

**Cochise County Office of Emergency Services**

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

**I. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

**II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

**III. DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ Citizen Corps Grant ”

Enter Title of Application Above

and funded at **\$4,800** (as may have been modified by the award letter).

Enter Funded Amount Above

**IV. MANNER OF FINANCING**

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

- a) Provide up to **\$4,800** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

**National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

**Environmental Planning and Historic Preservation**

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

**Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

**Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

**Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: [www.azdohs.gov/grants/](http://www.azdohs.gov/grants/).

### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

## **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
  1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
  2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
  2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/).

## **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

**VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

**X. REPORTING REQUIREMENTS**

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at [www.azdohs.gov/Grants/](http://www.azdohs.gov/Grants/). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:

**January 15** (for the period from October 1– December 31)  
**April 15** (for the period from January 1 – March 31)  
**July 15** (for the period from April 1 – June 30)  
**October 15** (for the period from July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:

The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

### **XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

#### **Article A – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article B - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

#### **Article C - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article D - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article E - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article F - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

#### **Article G - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

#### **Article H - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

#### **Article I - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

#### **Article J - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

#### **Article K - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

#### **Article L - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

#### **Article M - Duplication of Benefits**

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

#### **Article N - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

#### **Article O - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

#### **Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article Q - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article R - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article S - Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

**Article T - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

**Article U - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

**Article V - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Article W- Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

**Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

#### **Article Y - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

#### **Article AA - Rehabilitation Act of 1973**

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

#### **Article AB - Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

#### **Article AC - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

#### **Article AD- Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a) Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908,

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Article AF - Terrorist Financing E.O. 13224**

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

**Article AG - Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

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

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

*Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.*

**XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security  
1700 West Washington Street, Suite 210  
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

**ES Coordinator, Norman Sturm**  
Enter Title, First & Last Name Above  
**Cochise County OES**  
Enter Agency Name Above  
**1415 Melody Lane, Bldg. G**  
Enter Street Address Above  
**Bisbee, AZ 85603**  
Enter City, State, ZIP Above

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above

\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

*(Complete and mail two original documents to the Arizona Department of Homeland Security.)*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Demands

**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  
of PRESENTER:** n/a

**TITLE  
of PRESENTER:** n/a

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

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

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

MOU with Chiricahua Community Health Centers, Inc.

**Submitted By:** Mary Gomez, Health & Social Services

**Department:** Health & Social Services

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

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

**NAME of PRESENTER:** Mary Gomez      **TITLE of PRESENTER:** CHSS Director

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve Memorandum of Understanding (MOU) between Cochise Health & Social Services (CHSS) and Chiricahua Community Health Centers, Inc. (CCHCI) for the use of Willcox clinic in emergency situations.

**Background:**

For several years CHSS and CCHCI have had an agreement in place so that CCHCI would have a backup plan in the event their mobile units were disabled for any reason or could not be used for scheduled patient care. We began this agreement in Sierra Vista and at that location, CCHCI staff actually used the clinic lobby area and conference room for patient intake on a weekly basis. On two occasions over two years CCHCI had to use the exam rooms in the clinic because of mechanical problems with their mobile unit. CCHCI operations did not disrupt routine CHSS operations at all. CCHCI has since opened a full-service clinic in Sierra Vista and no longer needs our clinic space in Sierra Vista for backup in emergency situations. The MOU before you today was approved earlier this year and was modeled after the original MOU for the Sierra Vista site. Modifications to the MOU originally approved are a reduction in assessed fees because usage in Willcox will be much less than usage in Sierra Vista. Under this new MOU, CCHCI will pay CHSS \$1,000 annually. In addition, in the event of a failure of the mobile medical unit, CHSS will make available the use of the CHSS facilities located at the Willcox County complex on the date and time the mobile medical unit was scheduled to be present in Willcox or until the unit becomes operational for up to thirty (30) days annually. Following the thirty day period, CCHCI will pay Cochise County \$100.00 per day for each day used.

**Department's Next Steps (if approved):**

Send MOU to CCHCI for signature.

**Impact of NOT Approving/Alternatives:**

CCHCI would have to look elsewhere for backup location in the event of failure of the mobile unit in Willcox.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send signed agreements to CHSS, Attn: Mary Gomez

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**Attachments**

MOU Mobile Unit Willcox 091515

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**MEMORANDUM OF UNDERSTANDING BETWEEN COCHISE HEALTH AND  
SOCIAL SERVICES AND CHIRICAHUA COMMUNITY HEALTH CENTERS, INC.  
FOR THE ESTABLISHMENT OF EXPANDED COUNTY HEALTH CARE SERVICES**

This Memorandum of Understanding (MOU) is hereby entered into by and between Cochise Health and Social Services (hereinafter CHSS) and Chiricahua Community Health Centers, Inc. (hereinafter CCHCI)

**STATEMENT OF PURPOSE**

The purpose of this MOU is to establish a collaboration with one of our community partners which would provide CCHCI clients: 1) access to a waiting lobby and restroom facilities at the Willcox County complex, 2) access to care at that facility in the event of a national, state or local declared emergency, 3) access to care at that facility in the event of operational failure of the mobile medical unit. This collaboration provides greater accessibility of health care to CCHCI clients and demonstrates the commitment of the Cochise County Department of Health and Social Services to the health and well being of Cochise County residents.

**I. OBLIGATIONS OF PARTIES**

In furtherance of the purpose stated above, Cochise Health and Social Services hereby agrees to the following:

A. Cochise Health and Social Services hereby agrees to the following:

1. to allow CCHCI clients access to and the use of a waiting lobby and restroom facilities at the Willcox County complex;
2. access to care at the Willcox County complex in the event of a national, state or County declared emergency;
3. in the event of a failure of the mobile medical unit, make available the use of the Cochise Health and Social Services facility located at the Willcox County complex on the date and time the mobile medical unit was scheduled to be present in Willcox or until the unit becomes operational a maximum of thirty (30)days. Following the thirty day period CCHCI will pay Cochise County \$100.00 per day for each day used;

B. In furtherance of the purpose stated above, Chiricahua Community Health Centers, Inc. hereby agrees to the following:

1. to pay the sum of \$1,000.00 on an annual basis as good and valuable consideration to Cochise County for the use of lobby and restroom facilities at the

Willcox County complex in the event of a national, state or local declared emergency and/or in the event of a failure of the mobile medical unit;

2. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses and permits necessary and required for the performance of the services provided and any and all licenses and permits which may be in addition to the licenses and permits necessary and required;
3. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses necessary for the safe operation and use of the mobile medical unit and the mobile dental unit;
4. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72) any and all insurance coverage required and necessary for the performance of the services they provide;
5. to pay for any and all costs incurred, associated and ongoing, including any damages to County structures and/or equipment, which arise as a consequence of routing electricity continued use;
6. to maintain in current and good standing status all educational and professional licenses of staff either assigned or present at the medical and mobile dental units;
7. to maintain in current and good standing the drivers licenses as required for the operation of the mobile units;
8. to contain, keep safe and remove from County premises any and all hazardous waste material generated in connection with the services provided.

## **II. VOLUNTARY TERMINATION**

Both parties agree to the following terms and conditions;

Either party may terminate this agreement by providing notice to the other party in writing declaring their intent to terminate. A voluntary termination shall be submitted with no more than sixty (60) days notice but no less than fourteen (14) days notice to the other party.

## **III. TERMINATION FOR CAUSE**

Either party may terminate this agreement for failure to meet the obligations as set forth for the parties. The failure of CCHCI to meet the licensing/permit/insurance requirements or provide them upon demand by Cochise County within the specified time period of seventy two (72) hours is cause for immediate termination.

#### **IV. SEVERABILITY**

The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

#### **V. MODIFICATION**

Any modifications of this agreement must be in writing and signed by both parties.

#### **VI. NOTICE TO PARTIES**

All notices, requests, demands and any other communications shall be made in writing to the following:

CHSS: Mary Gomez  
Director Cochise Health and Social Services  
1415 Melody Lane, Bldg A  
Bisbee, Arizona 85605

CCHCI Jonathan Melk MD, CEO/CMO  
Chief Executive Officer/ Chief Medical Officer  
Chiricahua Community Health Centers, Inc.  
1205 F Avenue  
Douglas, Arizona 85607

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

#### **VII. DURATION**

The initial term of this MOU shall be for ONE (1) year and shall be automatically renewed for additional TWO (2) year periods at the end of each term, unless otherwise terminated.

#### **VIII. GOVERNING LAW AND VENUE**

The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

**IX. CANCELLATION**

This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

**X. INSURANCE**

The LESSEE will be required to acquire and maintain both casualty and liability insurance with a minimum coverage of \$1,000,000.00 liability for each occurrence, naming Cochise County as additional insured and with such companies as Cochise County deems necessary to protect the County from any and all claims arising from the bidder's use and occupancy of the leased premises.

**XI. INDEMNITY**

Each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

**XII. ASSIGNMENT**

This MOU is non-assignable in whole or in part by either party without the written consent of the other party.

**XIII. THIRD PARTY BENEFICIARIES**

Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party or create any third party beneficiaries to this MOU.

**XIV. PAYMENT AMOUNTS RENEWAL AND ADJUSTMENT**

Cochise County reserves the right to adjust the payment amounts it receives under this Agreement in the event of an applicable utility charge increase or if it determines the amounts initially agreed upon are insufficient to cover the costs incurred by the County.

**XV. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede any and all previous proposals, discussions or agreements either oral or written. The Agreement shall not be modified or amended except by written instrument signed by a duly authorized representative of each party.

This Agreement is hereby approved by the respective parties on this \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved by the County of Cochise

Approved by:

\_\_\_\_\_  
Patrick Call, Chairman

\_\_\_\_\_  
Jonathan Melk MD, CEO/CMO

Cochise County Board of Supervisors

Chiricahua Community Health Centers, Inc.

Attest:

Approved by:

\_\_\_\_\_  
Arlethe Rios, Clerk of the Board

\_\_\_\_\_  
Mary Gomez, Director  
Cochise Health and Social Services

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015  
Award of Contract for Indigent Defense Contract Services

**Submitted By:** Terry Hudson, Procurement  
**Department:** Procurement

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

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

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

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

**Docket Number (If applicable):**

---

**Information**

**Agenda Item Text:**

Approve an award of contract to Mark E. Evans, PLLC for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for the period of October 20, 2015 through June 30, 2015.

**Background:**

RFQ No. 14-03-IDC-01 was released on July 1, 2015 as an open ended solicitation to supplement the current qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The intent of the RFQ is to evaluate submittals as they are received and make a determination if the submittal meets the minimum qualifications and is determined to be successful by the evaluation panel and approved to be added to the existing qualified attorney list. Mark Evans submitted his response to the RFQ on August 18, 2015. The evaluation panel independently evaluated the submittal and unanimously agreed to award a contract to Mr. Evans for the following cases.

- Class 6 through Class 2 felony cases, (other than those listed in A.R.S § 13-706 as “serious offenses” or “violent or aggravated felonies”).
- Delinquency and Incurribility Cases
- Misdemeanor Cases

**Department's Next Steps (if approved):**

Execute contract. Assign cases on a rotation basis. Monitor attorney's performance.

**Impact of NOT Approving/Alternatives:**

Mr. Evans will not be added to the qualified list of attorney's.

**To BOS Staff: Document Disposition/Follow-Up:**

Copies of the contract will be hand carried to the Clerk of the Board.

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**Budget Information**

*Information about available funds*

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

Account Code(s) for Available Funds

1:

**Fund Transfers**

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

Indigent Defense sufficiently budgets for these expenditures.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015  
IGA with City of Douglas to Acquire ROW for Port of Entry  
**Submitted By:** Britt Hanson, County Attorney  
**Department:** County Attorney  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

**Recommendation:** Approve  
**# of ORIGINALS Submitted for Signature:** 2  
**TITLE of PRESENTER:** Chief Civil Deputy  
**Source of Mandate or Basis for Support?:**

**NAME of PRESENTER:** Britt Hanson  
**Mandated Function?:** Not Mandated

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) with City of Douglas to acquire the Right-of-Way for a proposed Port of Entry effective July 30, 2015 through July 30, 2025, unless terminated by either party.

**Background:**

The City of Douglas is working with the federal government and Mexico to establish an alternate port of entry at the junction of W. James Road. If a port of entry is established, it is necessary to build a road from the border to Highway 80. That requires right-of-way. The City has asked the County for assistance in acquiring that right-of-way. Towards that end, the County right-of-way agent has identified the necessary right-of-way, as depicted on an attachment to this agenda item. In addition, Supervisor English has pledged up to \$97,000 of her discretionary funds for the purchase of right-of-way. Pursuant to the IGA, if any of these funds are expended for the purchase of right-of-way, but the port of entry is not built by July 30, 2025, Douglas will reimburse the County for the amounts expended.

**Department's Next Steps (if approved):**

Provide funds to acquire right-of-way, when purchased.

**Impact of NOT Approving/Alternatives:**

The City of Douglas will not have the County's financial assistance towards purchasing right-of-way for a new port of entry.

**To BOS Staff: Document Disposition/Follow-Up:**

Sign two copies of the IGA, return one to Douglas City Clerk Brenda Aguilar.

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**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** \$97,000  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

**Account Code(s) for Available Funds**

1: 251-4010-9-451.200  
2: N/A  
3: N/A  
4: N/A

**Fund Transfers**

**Fiscal Year:** 2015-16  
**One-time Fixed Costs? (\$\$\$):** \$97,000  
**Ongoing Costs? (\$\$\$):** 0  
**County Match Required? (\$\$\$):** 0  
**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0  
**Source of Funding?:** 251-4010-9-451.200

**Fiscal Impact & Funding Sources (if known):**  
\$97,000 from 251-4010-9-451.200

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**Attachments**

IGA for Acquisition of ROW

Map Showing Properties Along James Ranch Rd

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## CERTIFICATION

I, Brenda Aguilar, certify that I am the duly appointed and City Clerk of the City of Douglas, Arizona and I further certify that the foregoing Resolution is a true and correct copy of the original Resolution No. 15-1112 passed at a Regular Meeting of the Douglas City Council held on the 9<sup>th</sup> day of September 2015, and further certify that said meeting was held pursuant to law and was in all aspects a true and lawful meeting and that all proceedings thereunder were held in accordance with the applicable law.

Dated this 14<sup>th</sup> Day of September, 2015.

-SEAL-

  
Brenda Aguilar, City Clerk

RESOLUTION NO. 15-1112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COCHISE COUNTY AND THE CITY OF DOUGLAS FOR ACQUISITION OF RIGHT-OF-WAY FOR THE PORT OF ENTRY PROJECT.

WHEREAS, a new port of entry has been proposed west of the City of Douglas at the junction of James Ranch Road and the international border with Mexico ("Proposed POE"); and,

WHEREAS, the Proposed POE would be beneficial to the economic development of the City and Cochise County; and,

WHEREAS, as a joint exercise of their powers, Cochise County and the City of Douglas wish to enter into an agreement to acquire a right-of-way for a Proposed POE; and,

WHEREAS, for the Proposed POE to be viable, there needs to be a road from the Proposed POE to Highway 80 and this requires a right-of-way; and,

WHEREAS, pursuant to A.R.S. § 11-952, the County and City are authorized to enter into this intergovernmental agreement for joint and cooperative action for acquiring such ROW; and,

WHEREAS, Cochise County Board of Supervisors has set aside funds to be used for the acquisition of the ROW needed for the construction of the access roadway that would connect the new and proposed POE to Highway 80 along the James Ranch Road alignment; and,

WHEREAS, Cochise County will provide up to \$97,000 for the acquisition of land as well as to provide any technical support in conjunction with this ROW acquisition.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Douglas, Arizona, as follows:

**Section 1.** Authorize and approve the Intergovernmental Agreement to be entered into by the parties provides the terms and conditions and is attached hereto as Exhibit "A", and incorporated herein by reference; and are found to be in the best interest of the City of Douglas.

**Section 2.** The City Manager and the City Clerk are hereby authorized to execute and deliver the Intergovernmental Agreement and any related documents necessary to consummate the transaction contemplated by the agreement for and on behalf of the City of Douglas.

**Section 3.** The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of the Intergovernmental Agreement.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Douglas, Arizona, this 9<sup>th</sup> day of September, 2015.

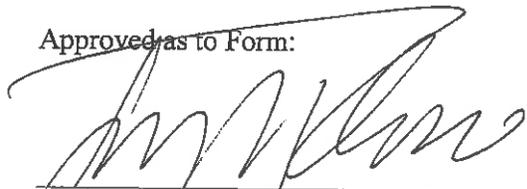
  
Daniel Ortega II, Mayor

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Attest:

  
Brenda Aguilar, City Clerk

Approved as to Form:

  
Juan Pablo Flores, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COCHISE COUNTY  
AND  
THE CITY OF DOUGLAS  
FOR ACQUISITION OF ROW FOR PORT OF ENTRY**

**THIS AGREEMENT** is made by and between Cochise County (“County”) and the City of Douglas (“City”), for the joint exercise of their powers in acquiring right-of-way for a proposed new port of entry near the City.

**WHEREAS**, a new port of entry has been proposed near the City at the junction of W. James Ranch Road and the international border with Mexico (“Proposed POE”); and

**WHEREAS**, the Proposed POE would be beneficial to the economic development of the City and Cochise County; and

**WHEREAS**, for the Proposed POE to be viable, there needs to be a road from the Proposed POE to Highway 80; and

**WHEREAS**, to build a road from the Proposed POE to Highway 80, there first needs to be a right-of-way for such road (the “ROW”); and

**WHEREAS**, pursuant to A.R.S. § 11-952, the County and the City are authorized to enter into this intergovernmental agreement for joint and cooperative action for acquiring such ROW.

**NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:**

- 1. Purpose.** The purpose of this Agreement is to set out the understanding of the parties as to their mutual responsibilities and rights regarding the acquisition of the ROW.
- 2. Term.** This Agreement shall become effective July 30, 2015. This Agreement shall continue to be binding upon the parties until July 30, 2025, unless terminated as provided herein. Modifications may be made only upon execution of a written amendment signed by the parties hereto.
- 3. County’s Obligations.** The County will provide up to \$97,000 to the City for acquisition of the ROW. The County may provide technical support to the City in acquiring ROW. This Agreement shall not create any duty or obligation of the County to take the lead in acquiring the ROW or contribute to or participate in the construction of a road.
- 4. City’s Obligations.** The City will use its best efforts to acquire the ROW. When it acquires a portion of the ROW, the City will notify the County of the need to draw down the funds to be provided by the County pursuant to Paragraph 3. If the Proposed POE is not built and completed

by July 30, 2025, the City will reimburse the County for any amounts used to acquire ROW pursuant to Paragraph 3. Such amounts will be due and payable on or before August 15, 2025.

**5. Workers' Compensation.** For the purposes of Workers' Compensation, an employee of either party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, the other party pursuant to this Agreement, is deemed to be an employee of both the party who is the employee's primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in AR.S. § 23-1022(D).

1. The primary employer party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity.
2. Each party to this Agreement shall comply with the provisions of AR.S. § 23-1022(E) by posting the required public notice.

**6. Termination for Cause.** This Agreement may be terminated by either party for cause for material default of any obligations under this Agreement; provided, however, that termination by the County shall not affect its payment obligations for past services.

**7. Cancellation for Conflict of Interest.** This Agreement may be canceled pursuant to A.R.S. § 38-511, which are incorporated herein by reference.

**8. Compliance with Non-Discrimination Laws.** To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

**9. Audit and Records.** Both parties agree to retain all accounts, reports, files and other records relating to this Agreement for five (5) years after termination of this Agreement and to open such records for reasonable inspection and audit by the other party during that period.

**10. Indemnification.** Each party agrees to be responsible for the conduct of its operations and performance of Agreement obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their position, agency or employment while performing duties undertaken pursuant to this Agreement. This indemnification provision shall survive termination of the Agreement.

## **11. General Provisions.**

- 11.1 The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or

duties in favor of any potential third party beneficiary or other person, agency or organization.

- 11.2 This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.
- 11.3 Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 11.4 This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- 11.5 The headings used in this Agreement are for convenience only and are not a substantive part of this Agreement.
- 11.6 Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.

**12. Counterparts.** This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

**13. Notice.** Written notice shall be provided by sending the notice by first class mail to:

For County: Cochise County Administrator  
1415 Melody Lane, Building G  
Bisbee, AZ 85603

For City: Douglas City Manager  
425 10th St.  
Douglas, AZ 85607

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

CITY OF DOUGLAS

COCHISE COUNTY



\_\_\_\_\_  
Carlos A. De La Torre, City Manager

\_\_\_\_\_  
Pat Call, Chairman

Date: 9-9-15

Date: \_\_\_\_\_

Attest:

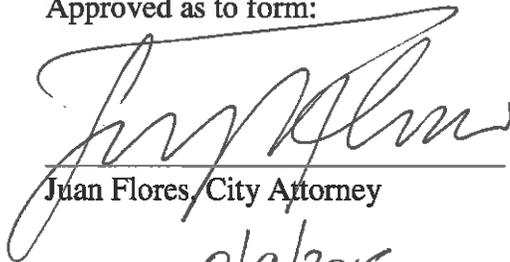
  
Brenda Aguilar  
City Clerk

Attest:

\_\_\_\_\_  
Arlethe Rios  
Clerk of the Board of Supervisors

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

Approved as to form:

  
Juan Flores, City Attorney

Date: 9/9/2015

Approved as to form:

\_\_\_\_\_  
Britt Hanson, Chief Civil Deputy  
Cochise County Attorney

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COCHISE COUNTY  
AND  
THE CITY OF DOUGLAS  
FOR ACQUISITION OF ROW FOR PORT OF ENTRY**

**THIS AGREEMENT** is made by and between Cochise County (“County”) and the City of Douglas (“City”), for the joint exercise of their powers in acquiring right-of-way for a proposed new port of entry near the City.

**WHEREAS**, a new port of entry has been proposed near the City at the junction of W. James Ranch Road and the international border with Mexico (“Proposed POE”); and

**WHEREAS**, the Proposed POE would be beneficial to the economic development of the City and Cochise County; and

**WHEREAS**, for the Proposed POE to be viable, there needs to be a road from the Proposed POE to Highway 80; and

**WHEREAS**, to build a road from the Proposed POE to Highway 80, there first needs to be a right-of-way for such road (the “ROW”); and

**WHEREAS**, pursuant to A.R.S. § 11-952, the County and the City are authorized to enter into this intergovernmental agreement for joint and cooperative action for acquiring such ROW.

**NOW, THEREFORE**, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is to set out the understanding of the parties as to their mutual responsibilities and rights regarding the acquisition of the ROW.
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by July 30, 2025, the City will reimburse the County for any amounts used to acquire ROW pursuant to Paragraph 3. Such amounts will be due and payable on or before August 15, 2025.

**5. Workers' Compensation.** For the purposes of Workers' Compensation, an employee of either party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, the other party pursuant to this Agreement, is deemed to be an employee of both the party who is the employee's primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in AR.S. § 23-1022(D).

1. The primary employer party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity.
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Bisbee, AZ 85603

For City: Douglas City Manager  
425 10th St.  
Douglas, AZ 85607

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

CITY OF DOUGLAS

COCHISE COUNTY

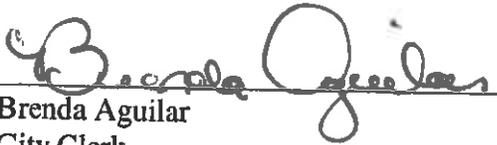
  
\_\_\_\_\_  
Carlos A. De La Torre, City Manager

\_\_\_\_\_  
Pat Call, Chairman

Date: 9-9-15

Date: \_\_\_\_\_

Attest:

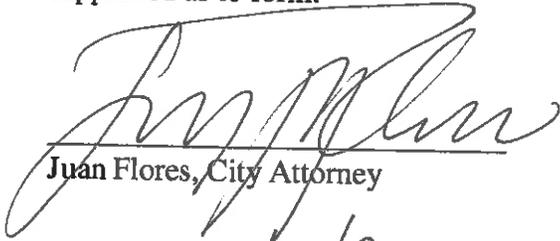
  
Brenda Aguilar  
City Clerk

Attest:

\_\_\_\_\_  
Arlethe Rios  
Clerk of the Board of Supervisors

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

Approved as to form:

  
Juan Flores, City Attorney

Date: 9/9/2015

Approved as to form:

\_\_\_\_\_  
Britt Hanson, Chief Civil Deputy  
Cochise County Attorney

Date: \_\_\_\_\_

407-68-012  
SAN PEDRO RAILROAD  
OPERATING CO LLC  
(BENSON, AZ)  
ASSESSED AS VACANT  
LAND

407-68-003B  
NICHOLAS JOHN  
BISNETT & MARIZA  
WOLF BISNETT  
(BISBEE, AZ)  
ASSESSED AS VACANT  
LAND

407-68-007  
P & L MANAGEMENT INC  
CINDY HWANG  
(DIAMOND BAR, CA)  
ASSESSED AS VACANT  
LAND

407-68-006  
B RANDALL PIGG  
(SULLIVAN, IN)  
ASSESSED AS VACANT  
LAND

407-69-002A  
407-69-002B  
407-69-001  
JOHN WESLEY &  
ROBERTA DIANE BAUER  
(DOUGLAS, AZ)  
ASSESSED AS  
RESIDENTIAL WITH 2000  
MOBILE HOME

407-69-005  
LINDA SWANDER  
(COLORADO SPRINGS,  
CO)  
ASSESSED AS VACANT  
LAND

407-69-004A  
CITY OF DOUGLAS

BLM

408-10-012  
SAN PEDRO RAILROAD  
OPERATING CO LLC  
(BENSON, AZ)  
ASSESSED AS VACANT  
LAND

408-10-008  
JAMES TRUST  
(C/O CHRISTINE NEAL  
PFLUGERVILLE, TX)  
ASSESSED AS RENTAL  
RESIDENTIAL WITH  
1990 MOBILE HOME  
IMPROVEMENTS.  
HOME APPEARS TO BE  
NEAR THE ALIGNMENT

408-10-014  
JANET L HARRIS  
(BENSON, AZ)  
ASSESSED AS RENTAL  
RESIDENTIAL WITH  
1976 MOBILE HOME  
IMPROVEMENTS.  
HOME APPEARS TO BE  
REMOVED.

408-01-012  
GARY W JAMES  
(DOUGLAS, AZ)  
ASSESSED AS VACANT  
LAND

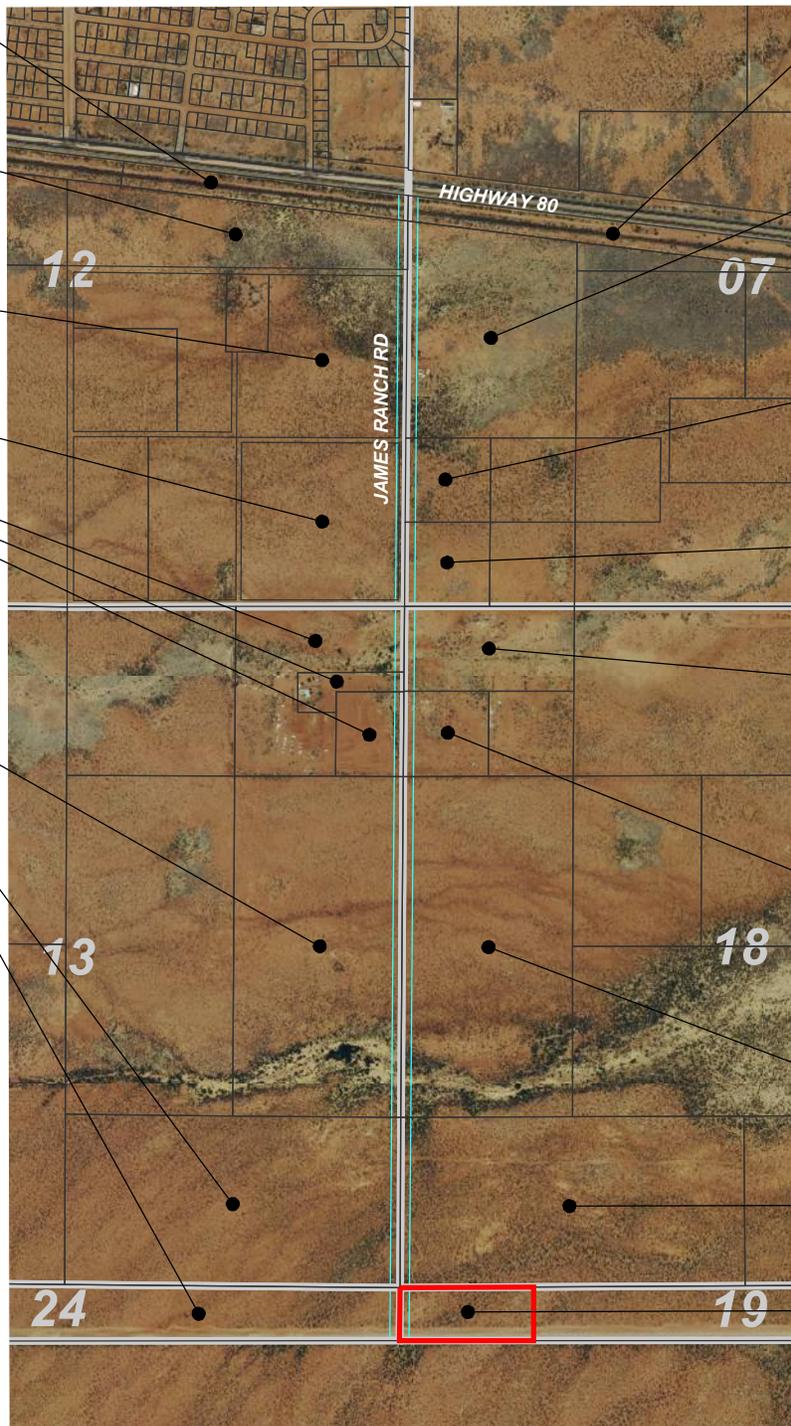
408-34-009  
GARY W JAMES &  
JUDY L SHELLEY-  
JAMES TRUST  
(DOUGLAS, AZ)  
ASSESSED AS VACANT  
LAND

408-34-010  
JOHN BELL & BARBARA  
ABBOTT  
(McNEAL, AZ)  
ASSESSED AS VACANT  
LAND, HOWEVER  
THERE IS ALSO AN  
UNAFFIXED 1987 MOBILE  
HOME ASSESSED TO  
JOSEPH & THERESA  
VALENCIA THAT USES  
THE SAME PARCEL FOR  
ITS PHYSICAL LOCATION.

408-34-005A  
ANTHONY MANDEKIC  
(BEVERLY HILLS, CA)  
ASSESSED AS VACANT  
LAND

408-34-005B  
FRANCINE NEUMANN &  
MICHELLE PANGBORN  
(GLENDALE, CA)  
ASSESSED AS VACANT  
LAND

408-34-008  
STATE OF ARIZONA  
(C/O COCHISE COUNTY)



**Legend**

- Potential alignment 150' width
- Sections
- Parcels
- Tax Parcel



# James Ranch Road

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



0' 1" = 1500'

**Regular Board of Supervisors Meeting****Board of Supervisors****Meeting Date:** 10/20/2015

Letter to ECO Acknowledging Equity

**Submitted By:** Britt Hanson, County Attorney**Department:** County Attorney**Presentation:** No A/V Presentation      **Recommendation:** Approve**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** Britt Hanson      **TITLE of PRESENTER:** Chief Civil Deputy**Docket Number (If applicable):****Mandated Function?:** Not Mandated      **Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve a letter to Eastern Arizona Counties Organization (ECO) disclaiming Cochise County participation in Existing "Equity".

**Background:**

The County recently joined the Eastern Arizona Counties Organization (ECO), with the Board approving an IGA and By-laws. As of July 1, 2015, ECO's balance sheet showed accrued "equity" of \$385,226. ECO's Executive Director, Pascal Berlioux, requested an agreement with Cochise County that its membership in ECO does not entitle it to participate in this equity, eg., if for some reason ECO dissolved, no portion of this equity would be distributed to Cochise County. Accordingly, the County Attorney drafted a letter for the Chair's signature acknowledging this. This agenda item is to approve the letter and authorize the Chair to sign it.

**Department's Next Steps (if approved):**

N/A

**Impact of NOT Approving/Alternatives:**

N/A

**To BOS Staff: Document Disposition/Follow-Up:**

Have Chairman Call sign the letter and mail it to Mr. Berlioux, with a copy to Britt Hanson

**Attachments**ltr to Berlioux re ECO equity



## Cochise County Board of Supervisors

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

**PATRICK G. CALL**  
Chairman  
District 1

**JAMES E. VLAHOVICH**  
County Administrator

**ANN ENGLISH**  
Vice-Chairman  
District 2

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**RICHARD R. SEARLE**  
Supervisor  
District 3

**ARLETHE G. RIOS**  
Clerk of the Board

September 29, 2015

Pascal Berlioux, Ph.D. MBA  
Executive Director  
Eastern Arizona Counties Organization  
550 N. 9<sup>th</sup> Place  
Show Low, AZ 85901

Re: ECO Finances

Dear Mr. Berlioux:

The Cochise County Board of Supervisors recently joined the Eastern Arizona Counties Organization (ECO), approving and signing the Amended IGA and By-Laws. You have shared with us a balance sheet showing that as of July 1, 2015, ECO had accrued "equity" of \$385,226. You asked that Cochise County acknowledge that, inasmuch as that equity accrued before Cochise County joined ECO, that Cochise has no right to that equity, including a distribution of that equity should ECO dissolve. On behalf of Cochise County, we hereby so acknowledge.

Sincerely,

Patrick G. Call  
Chairman

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Adopt New Organizational Chart for the County

**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** James E. Vlahovich

**TITLE** County Administrator

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the revised and restructured Cochise County Organization Chart.

**Background:**

Please see attached exhibit.

**Department's Next Steps (if approved):**

Implement for all appointed departments.

**Impact of NOT Approving/Alternatives:**

The county will remain with it's current organization chart.

**To BOS Staff: Document Disposition/Follow-Up:**

If approved, update org. chart on county website and send out to all departments.

**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:** 10/20/2015

Over the Counter Sale

**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** Arlethe Rios

**TITLE** Clerk of the Board

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the over-the-counter sales of tax deed properties remaining unsold following the July 2015 online tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.

**Background:**

Following Board approval on September 15, 2015 of the July 2015 online land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

Three OTC bids have been received and are reflected on the attached report; in addition, the bidders will pay a \$75 administrative fee. The bids and associated payments have been received by BOS office staff for the parcels listed on the report totaling \$4,663 (\$4,288 for bids and \$375 in administrative fees - 5 bidders).

Approval of this sale also includes a payment made during the online auction that we just received the check for earlier this month in the amount of \$352.39.

Acceptance of these bid brings the total YTD sales to \$102,852.30.

There are 145 parcels remaining for sale (see attached unsold parcels list).

**Department's Next Steps (if approved):**

Deposit checks and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

**Impact of NOT Approving/Alternatives:**

Properties will not be sold and will not be put back on the County's tax roll.

**To BOS Staff: Document Disposition/Follow-Up:**

Refer to Dept's Next Steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Exhibit A

Unsold Parcels

---

Unit #	Parcel #	Total Parcels	Legal Description	End Price	Start Date	End Date	Name	Type of Deed	Address	City, State, Zip Code	Paid Date	Bidders
30	20309604	1	TWIN LAKES COUNTRY CLUB #9 LOT 5264	\$140.00	Jul 13,2015	Jul 24,2015	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	8/7/2015	1
41	20349379	1	COCHISE RECREATION AREA #2 LOT 169	\$200.00	Jul 13,2015	Jul 24,2015	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	8/7/2015	
			Total End Price	\$340.00								
			Admin Fees	\$150.00								
			Refunds (Extra Admin Fees Charged)	\$137.61								
			2 Total Final Payment to County	\$352.39								

els above were purchased through public surplus, but the payment was made after the original bidder did not complete payment and the check from public surplus came earlier this month.

Unit #	Parcel #	Total Parcels	Legal Description	Bid	Minimum Bid	Acres	Zoning	Name	Type of Deed	Address	City, State, Zip Code	Bidders
72	20702107	1	AZ SUN SITES #9 LOT 7 BLK 776	\$100.00	\$350.00	0.86	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	1
73	20706076	1	AZ SUN SITES #9 LOT 16 BLK 822	\$388.00	\$350.00	0.85	SR-22	Rick A. Kacin	Single Person as Sole Owner	4532 S. Dogwood Avenue	Tucson, AZ 85730	1
74	20708011	5	AZ SUN SITES #10 LOT 11 BLK 920	\$500.00	\$1,200.00	0.51	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
	20708012		AZ SUN SITES #10 LOT 12 BLK 920			0.51	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
	20708013		AZ SUN SITES #10 LOT 13 BLK 920			0.51	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
	20708014		AZ SUN SITES #10 LOT 14 BLK 920			0.51	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
	20708015		AZ SUN SITES #10 LOT 15 BLK 920			0.51	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
76	20708133	1	AZ SUN SITES #10 LOT 1 BLK 941	\$100.00	250.00	0.52	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
77	20708157	1	AZ SUN SITES #10 LOT 1 BLK 940	\$100.00	250.00	0.52	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
78	20713043	1	AZ SUN SITES #9 LOT 3 BLK 829	\$100.00	450.00	0.85	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
79	20715081	1	AZ SUN SITES #10 LOT 9 BLK 937	\$100.00	250.00	0.52	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
80	20715092	1	AZ SUN SITES #10 LOT 20 BLK 937	\$100.00	250.00	0.52	SR-22	Jason V. Searle	Single Person as Sole Owner	P.O. Box 685	Benson, AZ 85602	
126	40613907	17	COCHISE COLLEGE PARK #11 LOT 4686	\$2,000.00	\$2,000.00	0.37	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	1
	40613908		COCHISE COLLEGE PARK #11 LOT 4685			0.37	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613909		COCHISE COLLEGE PARK #11 LOT 4684			0.37	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613910		COCHISE COLLEGE PARK #11 LOT 4683			0.43	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613911		COCHISE COLLEGE PARK #11 LOT 4682			0.54	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613912		COCHISE COLLEGE PARK #11 LOT 4681			0.40	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613913		COCHISE COLLEGE PARK #11 LOT 4680			0.28	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613914		COCHISE COLLEGE PARK #11 LOT 4679			0.39	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613915		COCHISE COLLEGE PARK #11 LOT 4678			0.36	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613916		COCHISE COLLEGE PARK #11 LOT 4677			0.38	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613917		COCHISE COLLEGE PARK #11 LOT 4676			0.34	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613918		COCHISE COLLEGE PARK #11 LOT 4675			0.34	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613919		COCHISE COLLEGE PARK #11 LOT 4674			0.34	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613920		COCHISE COLLEGE PARK #11 LOT 4673			0.30	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613921		COCHISE COLLEGE PARK #11 LOT 4672			0.56	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613922		COCHISE COLLEGE PARK #11 LOT 4671			0.39	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
	40613923		COCHISE COLLEGE PARK #11 LOT 4670			0.32	SR-12	Pamela Yvette Mozee	Single Person as Sole Owner	2351 Hillside Avenue	Decatur, GA 30032	
23	20245329	1	ARIZONA BELL RANCH #2 LOT 327	\$100.00	\$500.00	1.00	SR-43	Klump Ranches, LLC		P.O. Box 448	Bowie, AZ 85605	1
28	20275053B	1	ARIZONA BELL UNIT 4 AMENDED LOTS 86 107 & 108	\$100.00	\$1,250.00	3.32	SR-43	Klump Ranches, LLC		P.O. Box 448	Bowie, AZ 85605	
29	20275115	1	ARIZONA BELL UNIT 4 AMENDED LOT 234	\$100.00	\$600.00	1.04	SR-43	Klump Ranches, LLC		P.O. Box 448	Bowie, AZ 85605	
184	40773335	1	COCHISE COLLEGE PARK LOT 540	\$250.00	\$250.00	0.21	SR-12	Hunter Shields	Single Person as Sole Owner	1401 Lakeside Lane	Kingsport, TN 37663	1
205	40778181	1	COCHISE COLLEGE PARK #3 LOT 1123	\$250.00	\$250.00	0.22	SR-12	Hunter Shields	Single Person as Sole Owner	1401 Lakeside Lane	Kingsport, TN 37663	
				\$4,288.00								
			Admin Fees \$75 x 5 bidders	\$375.00								
			Total	\$4,663.00								

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Grant for IV-D Processing

**Submitted By:** Kenny Reeves, Clerk of Superior Courts

**Department:** Clerk of Superior Courts

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS** 2

**Submitted for Signature:**

**NAME** Kenny Reeves

**TITLE** Chief Deputy

**of PRESENTER:**

**of PRESENTER:**

**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 an Intergovernmental Agreement (IGA) between the Arizona Department of Economic Security (ADES) and the Clerk of the Court for Cochise County for \$73,030 annually to assist with the costs of processing IV-D case files for the period of October 1, 2015 through September 30, 2020.

**Background:**

This is the first grant our department is seeking.

**Department's Next Steps (if approved):**

We will begin the hiring process for the additional staff and inform the A.G.'s office we are able to process additional cases.

**Impact of NOT Approving/Alternatives:**

Without approval we will not be able to increase our case load or expand our payment options for Child Support cases.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send one copy of the signed contract to the Department of Economic Security, and one copy to the Clerk's office.

**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**

Approval form

Contract

Contract

grant approval form mm

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**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Clerk of the Court for Cochise County ("Clerk").**

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S §41-1954; and

**WHEREAS** the Clerk is duly authorized to execute and administer contracts under A.R.S. §12-283; and

**WHEREAS** the Department and the Clerk are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

**THEREFORE**, the Department and Clerk of the Court agree to abide by all the terms and conditions set forth in this Contract.

**BY SIGNING THIS FORM ON BEHALF OF THE COURT, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CLERK OF THE COURT TO THIS CONTRACT.**

**FOR AND ON BEHALF OF THE ARIZONA,  
DEPARTMENT OF ECONOMIC SECURITY**

**FOR AND ON BEHALF OF THE CLERK  
OF THE COURT FOR COCHISE  
COUNTY**

\_\_\_\_\_  
Procurement Officer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Patrick C. Call  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Chairman, Board of Supervisors  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADES Contract Number

**IN ACCORDANCE WITH A.R.S. §11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED, WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

**ARIZONA ATTORNEY GENERAL'S OFFICE**

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Public Agency Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and The Clerk of the Court for Cochise County (Court).

**3.0 TERM OF AGREEMENT**

- 3.1 The term of this Agreement shall have an effective date of October 1, 2015, and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

**3.2 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

**3.3 TERMINATION**

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 4.2.1 Change of telephone number;
  - 4.2.2 Change in authorized signatory; and/or,
  - 4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

**5.0 PURPOSE OF AGREEMENT**

- 5.1 The purpose of this agreement is to establish responsibilities between the parties regarding Title IV-D operations and other required functions, with regard to reimbursable child support activities.

**6.0 MANNER OF FINANCING**

- 6.1 These services are financed by an annual grant from the United States Department of Health and Human Services (DHHS), Administration for Children and Families, Grant No. G1604AZ4004.

**7.0 SERVICE DESCRIPTION**

- 7.1 A service that uses administrative and judicial methods to locate absent parents, establish paternity, establish child support obligation and enforce child and spousal support and provision of medical insurance.

**8.0 CLERK OF THE COURT RESPONSIBILITIES:**

**8.1 CHILD SUPPORT PAYMENTS**

- 8.1.1 Within two (2) business days of receipt the Clerk shall forward all support payments, including purge payments, to the Arizona Child Support Payment Clearinghouse for posting. County issued checks with multiple obligor payments shall be accompanied by a document containing information necessary to post the payments accurately. The documented information shall include at a minimum; obligor name, Arizona Tracking Locate Automated System (ATLAS) case number, or court order number, amount paid, Clerk receipt number, and whether it is for a Title IV-D or Non-Title IV-D case.
- 8.1.2 The Clerk shall work each item to the Department's satisfaction for all returned checks, voided and expired disbursements. The Clerk shall adhere to United States Department of Health and Human Services and Office of Child Support Enforcement (OCSE) federal guidelines in the handling of collections held in suspense and undisbursed.
- 8.1.3 Any payments misapplied due to the action or inaction of the Clerk shall be the responsibility of the Clerk in an amount equal to any ADES loss. Prior to making a claim for reimbursement to the Clerk, ADES will

issue a letter to the Custodial Parent (CP) that received the erroneous payment. If the CP does not return the misapplied payment in full or make satisfactory payment arrangements within thirty (30) calendar days, the ADES shall invoice the Clerk for the uncollected portion. The Clerk shall have thirty (30) calendar days to pay or to challenge the invoice by sending an email to [DCSSPIE@azdes.gov](mailto:DCSSPIE@azdes.gov).

- 8.1.4 The Clerk shall be responsible for activating the court action pending receipt (“R”) narrative on ATLAS for all court orders or filings requiring monies to be held based on a court order or a minute entry. ADES shall be responsible for the removal of the “R” narrative on Title IV-D cases. The Clerk shall be responsible for the removal of the “R” narrative in non-Title IV-D cases upon resolution of the court action as follows:
- 8.1.4.1 Seventy-five percent (75%) within two (2) business days of the resolution; and,
- 8.1.4.2 Ninety-five percent (95%) within five (5) business days of the resolution.
- 8.1.5 All Clerk of the Court debts must have accurate and defensible balances. The Clerk shall:
- Make any changes to the debts screens in ATLAS for Title IV-D cases. Debts screens include DELN, DEDN, SUOD and SUOL.
  - Make any debt adjustments or payment adjustments in ATLAS for Title IV-D cases. Debt and payment adjustment screens include DARN, DEHA, DEDR, RNRE, SURE, SUPR and PAAR.
- 8.1.6 The Clerk shall perform all duties assigned to the Clerk of the Superior Court pursuant to A.R.S. §25-510 for Non IV-D cases including:
- Load all new support orders in ATLAS
  - Modify order amounts in ATLAS
  - Respond to payment inquiries
  - Research payment related issues
  - Release payments pursuant to orders of the court
  - Update and maintain demographic and new employer information for the parties in ATLAS pursuant to A.R.S. §25-501(G).
- 8.1.7 For the purpose of this Agreement, support orders include both child support and spousal maintenance orders.
- 8.1.8 The Clerk shall accept child support payments at each courthouse facility. The Clerk may limit payment types (e.g. cash or money orders), but must provide to the payor a reasonable method for making payments without charge. The Clerk may also take checks made payable to the Arizona Child Support Payment Clearinghouse and forward the checks to Clearinghouse for negotiation.

## **9.0 LEGAL:**

- 9.1 The Clerk shall establish a system to monitor cases that require that an order be presented to the court for entry by default if the party is served and fails to request a hearing. These actions include a petition to establish child support pursuant to A.R.S. §25-502(J), a petition for judgment on support arrears pursuant to A.R.S. §25-503(L), a petition to modify support pursuant to simplified procedure under the Arizona Child Support Guidelines, a request to adjust or terminate an order of assignment pursuant to A.R.S. §25-504(M), and a motion to transfer pursuant to A.R.S. §25-502(C). The Clerk shall update its tracking system within two (2) business days of receipt of an Affidavit of Service. If no response or request for hearing is received within the time period specified by law, the Clerk shall promptly forward the proposed Order to the court for resolution.
- 9.2 Request for Hearing: The Clerk shall notify the Office of the Attorney General, Office of the County Attorney, and the assigned judicial officer, if appropriate, within two (2) business days of receipt of a Request for Hearing received on an action listed in subsection 9.1 above.
- 9.3 Dismissals: The Clerk shall, within two (2) business days, notify the Office of the Attorney General or County Attorney and the parties of any notice of intent to dismiss a case issued pursuant to Arizona Rule of Family Law Procedure 46(B)(1).
- 9.4 If the Clerk maintains its court records electronically pursuant to the Rules of the Supreme Court 94(g), the Clerk shall provide the Office of the Attorney General, or the Office of an Arizona County Attorney operating a Title IV-D program, with electronic remote access to those records pursuant to Rules of the Supreme Court 123(g) for all IV-D case records.
- 9.5 Minute entries shall:
- (a) Include ATLAS numbers;
  - (b) Be delivered electronically; and
  - (c) In Title IV-D cases, minute entries shall endorse the Office of the Attorney General or the Office of the County Attorney, not the individual attorney.

- 9.6 In both Title IV-D and Non-IV D cases, the Clerk shall, in accordance with A.R.S. §25-504, mail or fax all Orders of Assignments (Income Withholding Orders) signed by the Court upon entry of a new or modified child support order or an Order to Stop Order of Assignment within two (2) business days unless the document must be returned to the Judicial Officer for clarification.
- 9.7 Any Order of Assignment or Income withholding order containing the Social Security Number of the Obligor shall not be transmitted by electronic mail in accordance to A.R.S. §44-1373, unless transmitted using a secure connection or encryption.
- 9.7.1 The clerk shall make all appropriate ATLAS entries reflecting entry of support orders, orders of assignment or income withholding orders within two business days. Guidelines for what constitutes appropriate entries can be found in Exhibit A, which is attached hereto and incorporated herein by reference.
- 9.7.2 The Clerk shall not close any Non IV-D case until all Clearinghouse fees have been paid.
- 9.7.3 The Clerk shall provide information regarding the dates and case numbers of adoptions and termination of parental rights as requested by ADES, County Attorneys, or the Attorney General's Office so support orders may be stopped or modified.

**10.0 TRAINING:**

- 10.1 DCSS shall provide ATLAS training to the Clerk of the Court sufficient for the Clerk to comply with their duties under this agreement. Within thirty (30) calendar days of contract award, the Clerk shall designate two (2) Subject Matter Experts (SME) to be trained by DCSS. Thereafter it shall be the responsibility of the SME in the Clerk of the Court Office to train new personnel, as necessary, to become an SME.
- 10.2 DCSS will provide one-time instruction to the designated employees from the Clerk at no charge. All training shall be conducted in the Phoenix metro area. For Clerk staff who must travel, costs will be reimbursed by submitting a claim on the Certified Public Expenditure Statement (CPES) for travel, lodging, and per diem, if necessary. Reimbursement shall be in accordance with Arizona General Accounting Office Standards.
- 10.3 DCSS will provide the curriculum and training within 90 days of the contract award.
- 10.4 All new Clerk staff assigned to Non Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 10.5 New ATLAS users are required to complete the following forms provided by ADES:
  - 10.5.1 J-125, Request for Terminal Access;
  - 10.5.2 J-129, Affirmation Statement;
  - 10.5.3 CS-169, Conflict of Interest/Confidentiality Statement.
- 10.6 The above forms are available electronically upon request. Completed forms shall be sent electronically to [ISAADMIN@AZDES.GOV](mailto:ISAADMIN@AZDES.GOV).

**11.0 CUSTOMER SERVICE:**

- 11.1 The Clerk shall provide customer service and access during regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Customer Service includes answering telephone calls, serving walk-in customers, and returning telephone calls within one business day. The Clerk shall answer any and all customer service inquiries directed to their office on their county caseload. These inquiries include questions regarding payments and distribution, debt balances, debt adjustments, and case status. The Clerk shall respond to the ADES inquiries concerning support cases within two (2) business days.
- 11.2 Non Title IV-D customer telephone calls shall not be directed to ADES staff. Clerk staff shall, within two (2) business days, email the appropriate ADES email address with a request for information. ADES staff will respond to email inquiries within two (2) business days. Email addresses for these inquiries shall be sent to Clerk staff upon the execution of this Agreement.
- 11.3 The Clerk shall provide names of Non-Title IV-D customer service representatives to whom inquiries and complaints can be directed for investigation and response to ADES upon execution of this Agreement.
- 11.4 Upon request by ADES, its agent, the Attorney General's Office, and an Arizona County Attorney operating a Title IV-D program, or another State's IV-D program, the Clerk shall provide, free of charge, copies of case records [as defined by Rules of the Supreme Court 123(b)(16)(B)]. Records shall be delivered by mail, facsimile, or an electronically scanned format, to the requesting party within five (5) calendar days of the request. When certified copies of court documents are required, the Clerk shall provide them within fifteen (15) calendar days of the request at no charge. Copies requested by parties shall be provided in the same timely manner, but the Clerk may charge for copies as permitted by law.
- 11.5 By close of business daily, the Clerk shall update ATLAS upon receipt of new information.. Changes include, but are not limited to, names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), job information, sources of income, and Social Security numbers. The

Clerk shall add to the Case Activity List CAAL in ATLAS, alert codes upon processing all orders in Title IV-D cases.

- 11.6 Requests to open cases in which a Notice of Change in Status is received shall be processed within three (3) business days of receipt of the request.
- 11.7 When the status of the case is changed from IV-D to Non IV-D, the Clerk shall notify employers in writing, within five (5) business days, of the change in the case number. This is to ensure proper payment credit on an Income Withholding Order.
- 11.8 The Clerk shall review NDI exception reports for the County, including Superior Court and the limited jurisdiction courts. The Clerk shall research cases on the exception report for data matches and make the proper ATLAS updates. The Clerk shall review these cases within three (3) business days of receipt of the report.
- 11.9 When a party other than the State files documents with the Clerk in a Title IV-D case, the Clerk shall provide copies to the Title IV-D program of the new filings within five (5) business days.

**12.0 COMPENSATION FOR SERVICES:**

- 12.1 The Clerk shall submit a yearly summary operating budget to ADES that reflects the projected expenditures for child support enforcement activities as required in this agreement by August 1<sup>st</sup> of each year.
- 12.2 If the Clerk intends to claim reimbursement for indirect costs, it shall provide yearly to ADES a copy of its cost allocation plan. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to yearly written approval from ADES. The approval will be provided prior to the date of any period for which reimbursement is requested.
- 12.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 CFR. 74.1, et seq., and 45 C.F.R. 304.
- 12.4 Under this agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
- 12.5 If ADES conducts a financial audit and disallows expenses reimbursed under this agreement, the Clerk shall pay ADES in an amount equal to the amount of the disallowance.
- 12.6 If the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by the Department, the Clerk shall pay ADES an amount equal to any disallowance of expenses within 30 calendar days.

**13.0 INCENTIVE PAYMENTS:**

- 13.1 The ADES shall pay to the Clerk an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Clerk's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 13.2 The ADES will determine incentive payments for the Clerk based on performance in the five federally established incentive measures.
- 13.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution.
- 13.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:
  - 1. Paternity Establishment Percentage;
  - 2. Percentage of cases with support orders;
  - 3. Collection rate of current support
  - 4. Percentage of cases with collection on arrears and
  - 5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).
- 13.5 Collections are calculated by county for both DCSS and the Clerk run programs.
- 13.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 13.7 State Share of Retained Earnings retained and passed to the Clerk since they run their own program.
- 13.8 Incentives are paid to county courts for services rendered.
- 13.9 The Clerk agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Clerk's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

**14.0 REPORTING REQUIREMENTS:**

- 14.1 The Clerk shall submit to the Department programmatic and financial reports as required by the Department. These will include reports other than those required by federal regulations, such management reports as may be needed for the proper and efficient operation of the Title Non IV-D program.
- 14.2 The Clerk shall provide a case closure report including amount of balance due;
- 14.3 Other reports may be required by the DCSS through the Contract term.
- 14.4 All reports shall reference the Contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.
- 14.5 Reports shall be sent to:

AZ Department of Economic Security  
Division of Child Support Enforcement  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 14.6 If the Clerk has contractors conducting business as it relates to this Agreement, the Clerk shall submit the Certificate of Insurance as specified in Section 27.2 of this Agreement to the address below.
- 14.6.1 Contractors include; Armored Car Service, document and language translators, temporary staff and counselors.

AZ Department of Economic Security  
Division of Child Support Enforcement  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

**15.0 PAYMENT REQUIREMENTS**

- 15.1 Upon receipt of CS-016-FF, CPES, ADES will reimburse the Clerk for costs incurred in the delivery of Contract Services during the term of this Agreement within thirty (30) calendar days.
- 15.2 The Clerk shall submit supporting expense documents each month to support the claim on the CPES. The Clerk shall submit the CPES and supporting documentation by the 28<sup>th</sup> day of the month following the service.
- 15.3 CPES shall be submitted to:

AZ Department of Economic Security  
Division of Child Support Services  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 15.4 After Contract award, an email address may be provided for CPES, reports and notices.
- 15.5 Services provided to DCSS will be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

**16.0 NOTICES**

- 16.1 All notices to the Clerk regarding this agreement shall be sent to the following address:

Bev Johnson  
Superior Court  
100 Quality Hill Road  
Bisbee, AZ 85603  
([bjohnson@courts.az.gov](mailto:bjohnson@courts.az.gov))

**17.0 APPLICABLE LAW**

17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Clerk shall maintain all applicable licenses and permit requirements.

**18.0 ARBITRATION**

18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**19.0 AUDIT**

19.1 In accordance with A.R.S. §35-214, the Clerk shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Clerk shall produce the original of any or all such records.

**20.0 CANCELLATION FOR CONFLICT OF INTEREST**

20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Clerk, an employee of the Clerk, or a subcontractor to the Clerk is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Clerk shall immediately notify the Department of the conflict of interest and ensure that the staff member or subcontractor will have no involvement in the case.

**21.0 CONFIDENTIALITY**

21.1 The Clerk and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The Clerk agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Clerk shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Clerk understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Parent (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.

21.3 The Clerk shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Clerk or by the Clerk's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Clerk also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Clerk for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.

21.4 The Clerk agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.

21.5 The Clerk shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Clerk shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

21.6 The Clerk shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Clerk as to applicable policies and procedures the ADES has adopted for such compliance.

## **22.0 CONFLICT OF INTEREST**

22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

## **23.0 DATA SHARING AGREEMENT**

23.1 When determined by the Department that sharing of confidential data will occur with the Clerk, the Clerk shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Clerk and each ADES Program sharing confidential data.

## **24.0 E-VERIFY**

24.1 In accordance with A.R.S. §41-4401, the Clerk warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

## **25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

25.1 By entering into the Agreement, the Clerk warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Clerk shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Clerk and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

25.2 The State may request verification of compliance for any Clerk or subcontractor performing work under the Agreement. Should the State suspect or find that the Clerk or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Clerk. All costs necessary to verify compliance are the responsibility of the Clerk.

## **26.0 INDEMNIFICATION**

26.1 Indemnification for Clerk:

26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **26.2 Indemnification for Subcontractor**

26.2.1 In addition, the Clerk shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Clerk's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all

claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**27.0 INSURANCE REQUIREMENTS**

**27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA**

27.1.1 None.

**27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT**

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

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk ”.**

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

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

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk, involving automobiles owned, leased, hired or borrowed by the Clerk ”.**

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

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

3. **Worker's Compensation and Employers' Liability**
    - Workers' Compensation Statutory
    - Employers' Liability
      - Each Accident \$ 500,000
      - Disease – Each Employee \$ 500,000
      - Disease – Policy Limit \$1,000,000
    - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.
    - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
  2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
    1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
    2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
    3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
  4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Clerk from potential insurer insolvency.
  5. **Verification of Coverage:** Clerk shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**28.0 IT 508 COMPLIANCE**

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**29.0 NON-AVAILABILITY OF FUNDS**

29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**30.0 NON-DISCRIMINATION**

30.1 The Clerk shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State law, rules and regulations, including the Americans with Disabilities Act.

**31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

**32.0 RIGHT OF OFFSET**

32.1 The Department shall be entitled to offset against any sums due the Clerk, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Clerk's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075**

33.1 The Clerk agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR §303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

**34.0 PERFORMANCE**

- 34.1 In performance of this Contract, the Clerk agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 34.2 All work shall be done under the supervision of the Clerk or the Clerk's employees.
- 34.3 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Clerk will be prohibited.

- 34.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 34.5 The Clerk certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Clerk at the time the work is completed. If immediate purging of all data storage components is not possible, the Clerk certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 34.6 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Clerk will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 34.7 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 34.8 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 34.9 The Clerk will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 34.10 ADES will have the right to void the contract if the Clerk fails to provide the safeguards described above.

**35.0 CRIMINAL/CIVIL SANCTIONS:**

- 35.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 35.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 35.3 Additionally, it is incumbent upon the Clerk to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Clerks by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Clerk, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material

is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**36.0** **INSPECTION**

36.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Clerk for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Clerk is found to be noncompliant with contract safeguards.

**37.0** **THIRD- PARTY ANTITRUST VIOLATIONS**

37.1 The Clerk assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Clerk, toward fulfillment of this Agreement.

**38.0** **Attachments and Exhibits**

38.1 The following list of attachments and exhibit constitutes an integral part of this agreement:

38.2 Attachment 1 - Certification Regarding Lobbying

38.3 Attachment 2 - Certification Regarding Maintenance of Effort

38.4 Attachment 3 - Subrecipient Fact Sheet

39.0 Exhibit A Non IV-D Procedures Manual

40.0 Exhibit B Certified Public Expenditure Statement

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**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

---

APPLICANT ORGANIZATION

DATE SUBMITTED

ATTACHMENT 2

**CERTIFICATION REGARDING MAINTENANCE OF EFFORT**

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

\_\_\_\_\_, will be in addition to, and not in  
(Applicant Organization)  
substitution for, comparable activities previously carried on without Federal assistance.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

**Official/Legal Name of Sub recipient**

**Cochise County Clerk of the Court**  
*(From the Contract)*

**Contract #** \_\_\_\_\_

**Federal Employer Taxpayer ID #** 866000398

- Federal Grantor's Name U.S. Department of Health and Human Services  
\_\_\_\_\_
- CFDA Title and Number 93.563  
\_\_\_\_\_
- Award Name and Number Arizona Department of Economic Security  
\_\_\_\_\_
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.



**INTERGOVERNMENTAL AGREEMENT (IGA)**

**Contract between the Arizona Department of Economic Security ("ADES" or "Department") and the Clerk of the Court for Cochise County ("Clerk").**

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S §41-1954; and

**WHEREAS** the Clerk is duly authorized to execute and administer contracts under A.R.S. §12-283; and

**WHEREAS** the Department and the Clerk are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

**THEREFORE**, the Department and Clerk of the Court agree to abide by all the terms and conditions set forth in this Contract.

**BY SIGNING THIS FORM ON BEHALF OF THE COURT, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CLERK OF THE COURT TO THIS CONTRACT.**

**FOR AND ON BEHALF OF THE ARIZONA,  
DEPARTMENT OF ECONOMIC SECURITY**

**FOR AND ON BEHALF OF THE CLERK  
OF THE COURT FOR COCHISE  
COUNTY**

\_\_\_\_\_  
Procurement Officer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Patrick C. Call  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Chairman, Board of Supervisors  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADES Contract Number

**IN ACCORDANCE WITH A.R.S. §11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED, WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.**

**ARIZONA ATTORNEY GENERAL'S OFFICE**

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Public Agency Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**1.0 ADES VISION AND MISSION STATEMENTS**

- 1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.
- 1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

**2.0 PARTIES**

- 2.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and The Clerk of the Court for Cochise County (Court).

**3.0 TERM OF AGREEMENT**

- 3.1 The term of this Agreement shall have an effective date of October 1, 2015, and shall end on September 30, 2020 unless otherwise agreed upon by both parties in writing.

**3.2 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

**3.3 TERMINATION**

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

- 4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
  - 4.2.1 Change of telephone number;
  - 4.2.2 Change in authorized signatory; and/or,
  - 4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

**5.0 PURPOSE OF AGREEMENT**

- 5.1 The purpose of this agreement is to establish responsibilities between the parties regarding Title IV-D operations and other required functions, with regard to reimbursable child support activities.

**6.0 MANNER OF FINANCING**

- 6.1 These services are financed by an annual grant from the United States Department of Health and Human Services (DHHS), Administration for Children and Families, Grant No. G1604AZ4004.

**7.0 SERVICE DESCRIPTION**

- 7.1 A service that uses administrative and judicial methods to locate absent parents, establish paternity, establish child support obligation and enforce child and spousal support and provision of medical insurance.

**8.0 CLERK OF THE COURT RESPONSIBILITIES:**

**8.1 CHILD SUPPORT PAYMENTS**

- 8.1.1 Within two (2) business days of receipt the Clerk shall forward all support payments, including purge payments, to the Arizona Child Support Payment Clearinghouse for posting. County issued checks with multiple obligor payments shall be accompanied by a document containing information necessary to post the payments accurately. The documented information shall include at a minimum; obligor name, Arizona Tracking Locate Automated System (ATLAS) case number, or court order number, amount paid, Clerk receipt number, and whether it is for a Title IV-D or Non-Title IV-D case.
- 8.1.2 The Clerk shall work each item to the Department's satisfaction for all returned checks, voided and expired disbursements. The Clerk shall adhere to United States Department of Health and Human Services and Office of Child Support Enforcement (OCSE) federal guidelines in the handling of collections held in suspense and undisbursed.
- 8.1.3 Any payments misapplied due to the action or inaction of the Clerk shall be the responsibility of the Clerk in an amount equal to any ADES loss. Prior to making a claim for reimbursement to the Clerk, ADES will

issue a letter to the Custodial Parent (CP) that received the erroneous payment. If the CP does not return the misapplied payment in full or make satisfactory payment arrangements within thirty (30) calendar days, the ADES shall invoice the Clerk for the uncollected portion. The Clerk shall have thirty (30) calendar days to pay or to challenge the invoice by sending an email to [DCSSPIE@azdes.gov](mailto:DCSSPIE@azdes.gov).

- 8.1.4 The Clerk shall be responsible for activating the court action pending receipt (“R”) narrative on ATLAS for all court orders or filings requiring monies to be held based on a court order or a minute entry. ADES shall be responsible for the removal of the “R” narrative on Title IV-D cases. The Clerk shall be responsible for the removal of the “R” narrative in non-Title IV-D cases upon resolution of the court action as follows:
- 8.1.4.1 Seventy-five percent (75%) within two (2) business days of the resolution; and,
- 8.1.4.2 Ninety-five percent (95%) within five (5) business days of the resolution.
- 8.1.5 All Clerk of the Court debts must have accurate and defensible balances. The Clerk shall:
- Make any changes to the debts screens in ATLAS for Title IV-D cases. Debts screens include DELN, DEDN, SUOD and SUOL.
  - Make any debt adjustments or payment adjustments in ATLAS for Title IV-D cases. Debt and payment adjustment screens include DARN, DEHA, DEDR, RNRE, SURE, SUPR and PAAR.
- 8.1.6 The Clerk shall perform all duties assigned to the Clerk of the Superior Court pursuant to A.R.S. §25-510 for Non IV-D cases including:
- Load all new support orders in ATLAS
  - Modify order amounts in ATLAS
  - Respond to payment inquiries
  - Research payment related issues
  - Release payments pursuant to orders of the court
  - Update and maintain demographic and new employer information for the parties in ATLAS pursuant to A.R.S. §25-501(G).
- 8.1.7 For the purpose of this Agreement, support orders include both child support and spousal maintenance orders.
- 8.1.8 The Clerk shall accept child support payments at each courthouse facility. The Clerk may limit payment types (e.g. cash or money orders), but must provide to the payor a reasonable method for making payments without charge. The Clerk may also take checks made payable to the Arizona Child Support Payment Clearinghouse and forward the checks to Clearinghouse for negotiation.

## **9.0 LEGAL:**

- 9.1 The Clerk shall establish a system to monitor cases that require that an order be presented to the court for entry by default if the party is served and fails to request a hearing. These actions include a petition to establish child support pursuant to A.R.S. §25-502(J), a petition for judgment on support arrears pursuant to A.R.S. §25-503(L), a petition to modify support pursuant to simplified procedure under the Arizona Child Support Guidelines, a request to adjust or terminate an order of assignment pursuant to A.R.S. §25-504(M), and a motion to transfer pursuant to A.R.S. §25-502(C). The Clerk shall update its tracking system within two (2) business days of receipt of an Affidavit of Service. If no response or request for hearing is received within the time period specified by law, the Clerk shall promptly forward the proposed Order to the court for resolution.
- 9.2 Request for Hearing: The Clerk shall notify the Office of the Attorney General, Office of the County Attorney, and the assigned judicial officer, if appropriate, within two (2) business days of receipt of a Request for Hearing received on an action listed in subsection 9.1 above.
- 9.3 Dismissals: The Clerk shall, within two (2) business days, notify the Office of the Attorney General or County Attorney and the parties of any notice of intent to dismiss a case issued pursuant to Arizona Rule of Family Law Procedure 46(B)(1).
- 9.4 If the Clerk maintains its court records electronically pursuant to the Rules of the Supreme Court 94(g), the Clerk shall provide the Office of the Attorney General, or the Office of an Arizona County Attorney operating a Title IV-D program, with electronic remote access to those records pursuant to Rules of the Supreme Court 123(g) for all IV-D case records.
- 9.5 Minute entries shall:
- (a) Include ATLAS numbers;
  - (b) Be delivered electronically; and
  - (c) In Title IV-D cases, minute entries shall endorse the Office of the Attorney General or the Office of the County Attorney, not the individual attorney.

- 9.6 In both Title IV-D and Non-IV D cases, the Clerk shall, in accordance with A.R.S. §25-504, mail or fax all Orders of Assignments (Income Withholding Orders) signed by the Court upon entry of a new or modified child support order or an Order to Stop Order of Assignment within two (2) business days unless the document must be returned to the Judicial Officer for clarification.
- 9.7 Any Order of Assignment or Income withholding order containing the Social Security Number of the Obligor shall not be transmitted by electronic mail in accordance to A.R.S. §44-1373, unless transmitted using a secure connection or encryption.
- 9.7.1 The clerk shall make all appropriate ATLAS entries reflecting entry of support orders, orders of assignment or income withholding orders within two business days. Guidelines for what constitutes appropriate entries can be found in Exhibit A, which is attached hereto and incorporated herein by reference.
- 9.7.2 The Clerk shall not close any Non IV-D case until all Clearinghouse fees have been paid.
- 9.7.3 The Clerk shall provide information regarding the dates and case numbers of adoptions and termination of parental rights as requested by ADES, County Attorneys, or the Attorney General's Office so support orders may be stopped or modified.

**10.0 TRAINING:**

- 10.1 DCSS shall provide ATLAS training to the Clerk of the Court sufficient for the Clerk to comply with their duties under this agreement. Within thirty (30) calendar days of contract award, the Clerk shall designate two (2) Subject Matter Experts (SME) to be trained by DCSS. Thereafter it shall be the responsibility of the SME in the Clerk of the Court Office to train new personnel, as necessary, to become an SME.
- 10.2 DCSS will provide one-time instruction to the designated employees from the Clerk at no charge. All training shall be conducted in the Phoenix metro area. For Clerk staff who must travel, costs will be reimbursed by submitting a claim on the Certified Public Expenditure Statement (CPES) for travel, lodging, and per diem, if necessary. Reimbursement shall be in accordance with Arizona General Accounting Office Standards.
- 10.3 DCSS will provide the curriculum and training within 90 days of the contract award.
- 10.4 All new Clerk staff assigned to Non Title IV-D Child Support shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 10.5 New ATLAS users are required to complete the following forms provided by ADES:
  - 10.5.1 J-125, Request for Terminal Access;
  - 10.5.2 J-129, Affirmation Statement;
  - 10.5.3 CS-169, Conflict of Interest/Confidentiality Statement.
- 10.6 The above forms are available electronically upon request. Completed forms shall be sent electronically to [ISAADMIN@AZDES.GOV](mailto:ISAADMIN@AZDES.GOV).

**11.0 CUSTOMER SERVICE:**

- 11.1 The Clerk shall provide customer service and access during regular business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. Customer Service includes answering telephone calls, serving walk-in customers, and returning telephone calls within one business day. The Clerk shall answer any and all customer service inquiries directed to their office on their county caseload. These inquiries include questions regarding payments and distribution, debt balances, debt adjustments, and case status. The Clerk shall respond to the ADES inquiries concerning support cases within two (2) business days.
- 11.2 Non Title IV-D customer telephone calls shall not be directed to ADES staff. Clerk staff shall, within two (2) business days, email the appropriate ADES email address with a request for information. ADES staff will respond to email inquiries within two (2) business days. Email addresses for these inquiries shall be sent to Clerk staff upon the execution of this Agreement.
- 11.3 The Clerk shall provide names of Non-Title IV-D customer service representatives to whom inquiries and complaints can be directed for investigation and response to ADES upon execution of this Agreement.
- 11.4 Upon request by ADES, its agent, the Attorney General's Office, and an Arizona County Attorney operating a Title IV-D program, or another State's IV-D program, the Clerk shall provide, free of charge, copies of case records [as defined by Rules of the Supreme Court 123(b)(16)(B)]. Records shall be delivered by mail, facsimile, or an electronically scanned format, to the requesting party within five (5) calendar days of the request. When certified copies of court documents are required, the Clerk shall provide them within fifteen (15) calendar days of the request at no charge. Copies requested by parties shall be provided in the same timely manner, but the Clerk may charge for copies as permitted by law.
- 11.5 By close of business daily, the Clerk shall update ATLAS upon receipt of new information.. Changes include, but are not limited to, names, addresses of the parties, telephone numbers, placement of the domestic violence indicator (NDI), job information, sources of income, and Social Security numbers. The

Clerk shall add to the Case Activity List CAAL in ATLAS, alert codes upon processing all orders in Title IV-D cases.

- 11.6 Requests to open cases in which a Notice of Change in Status is received shall be processed within three (3) business days of receipt of the request.
- 11.7 When the status of the case is changed from IV-D to Non IV-D, the Clerk shall notify employers in writing, within five (5) business days, of the change in the case number. This is to ensure proper payment credit on an Income Withholding Order.
- 11.8 The Clerk shall review NDI exception reports for the County, including Superior Court and the limited jurisdiction courts. The Clerk shall research cases on the exception report for data matches and make the proper ATLAS updates. The Clerk shall review these cases within three (3) business days of receipt of the report.
- 11.9 When a party other than the State files documents with the Clerk in a Title IV-D case, the Clerk shall provide copies to the Title IV-D program of the new filings within five (5) business days.

**12.0 COMPENSATION FOR SERVICES:**

- 12.1 The Clerk shall submit a yearly summary operating budget to ADES that reflects the projected expenditures for child support enforcement activities as required in this agreement by August 1<sup>st</sup> of each year.
- 12.2 If the Clerk intends to claim reimbursement for indirect costs, it shall provide yearly to ADES a copy of its cost allocation plan. The plan shall comply with the standards contained in OMB Circular A-87 and be subject to yearly written approval from ADES. The approval will be provided prior to the date of any period for which reimbursement is requested.
- 12.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 CFR. 74.1, et seq., and 45 C.F.R. 304.
- 12.4 Under this agreement, the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655(a)(2).
- 12.5 If ADES conducts a financial audit and disallows expenses reimbursed under this agreement, the Clerk shall pay ADES in an amount equal to the amount of the disallowance.
- 12.6 If the Federal Office of Child Support Enforcement conducts a financial audit and disallows the Clerk expenses already reimbursed by the Department, the Clerk shall pay ADES an amount equal to any disallowance of expenses within 30 calendar days.

**13.0 INCENTIVE PAYMENTS:**

- 13.1 The ADES shall pay to the Clerk an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The Clerk's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 13.2 The ADES will determine incentive payments for the Clerk based on performance in the five federally established incentive measures.
- 13.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution.
- 13.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:
  - 1. Paternity Establishment Percentage;
  - 2. Percentage of cases with support orders;
  - 3. Collection rate of current support
  - 4. Percentage of cases with collection on arrears and
  - 5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).
- 13.5 Collections are calculated by county for both DCSS and the Clerk run programs.
- 13.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 13.7 State Share of Retained Earnings retained and passed to the Clerk since they run their own program.
- 13.8 Incentives are paid to county courts for services rendered.
- 13.9 The Clerk agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the Clerk's Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

**14.0 REPORTING REQUIREMENTS:**

- 14.1 The Clerk shall submit to the Department programmatic and financial reports as required by the Department. These will include reports other than those required by federal regulations, such management reports as may be needed for the proper and efficient operation of the Title Non IV-D program.
- 14.2 The Clerk shall provide a case closure report including amount of balance due;
- 14.3 Other reports may be required by the DCSS through the Contract term.
- 14.4 All reports shall reference the Contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.
- 14.5 Reports shall be sent to:

AZ Department of Economic Security  
Division of Child Support Enforcement  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 14.6 If the Clerk has contractors conducting business as it relates to this Agreement, the Clerk shall submit the Certificate of Insurance as specified in Section 27.2 of this Agreement to the address below.
- 14.6.1 Contractors include; Armored Car Service, document and language translators, temporary staff and counselors.

AZ Department of Economic Security  
Division of Child Support Enforcement  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

**15.0 PAYMENT REQUIREMENTS**

- 15.1 Upon receipt of CS-016-FF, CPES, ADES will reimburse the Clerk for costs incurred in the delivery of Contract Services during the term of this Agreement within thirty (30) calendar days.
- 15.2 The Clerk shall submit supporting expense documents each month to support the claim on the CPES. The Clerk shall submit the CPES and supporting documentation by the 28<sup>th</sup> day of the month following the service.
- 15.3 CPES shall be submitted to:

AZ Department of Economic Security  
Division of Child Support Services  
ATTN: Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 15.4 After Contract award, an email address may be provided for CPES, reports and notices.
- 15.5 Services provided to DCSS will be paid via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

**16.0 NOTICES**

- 16.1 All notices to the Clerk regarding this agreement shall be sent to the following address:

Bev Johnson  
Superior Court  
100 Quality Hill Road  
Bisbee, AZ 85603  
([bjohnson@courts.az.gov](mailto:bjohnson@courts.az.gov))

**17.0 APPLICABLE LAW**

17.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Clerk shall maintain all applicable licenses and permit requirements.

**18.0 ARBITRATION**

18.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**19.0 AUDIT**

19.1 In accordance with A.R.S. §35-214, the Clerk shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Clerk shall produce the original of any or all such records.

**20.0 CANCELLATION FOR CONFLICT OF INTEREST**

20.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the Clerk, an employee of the Clerk, or a subcontractor to the Clerk is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The Clerk shall immediately notify the Department of the conflict of interest and ensure that the staff member or subcontractor will have no involvement in the case.

**21.0 CONFIDENTIALITY**

21.1 The Clerk and ADES shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The Clerk agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The Clerk shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The Clerk understands that revealing any information concerning the Non Custodial Parent (NCP) or Custodial Parent (CP), one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.

21.2 The safeguards provided shall also prohibit disclosure of any information that identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The Contractor agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.

21.3 The Clerk shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the Clerk or by the Clerk's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The Clerk also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the Clerk for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.

21.4 The Clerk agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.

21.5 The Clerk shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Clerk shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

21.6 The Clerk shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The ADES will advise the Clerk as to applicable policies and procedures the ADES has adopted for such compliance.

## **22.0 CONFLICT OF INTEREST**

22.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

## **23.0 DATA SHARING AGREEMENT**

23.1 When determined by the Department that sharing of confidential data will occur with the Clerk, the Clerk shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Clerk and each ADES Program sharing confidential data.

## **24.0 E-VERIFY**

24.1 In accordance with A.R.S. §41-4401, the Clerk warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A.

## **25.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

25.1 By entering into the Agreement, the Clerk warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Clerk shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Clerk and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

25.2 The State may request verification of compliance for any Clerk or subcontractor performing work under the Agreement. Should the State suspect or find that the Clerk or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Clerk. All costs necessary to verify compliance are the responsibility of the Clerk.

## **26.0 INDEMNIFICATION**

26.1 Indemnification for Clerk:

26.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

### **26.2 Indemnification for Subcontractor**

26.2.1 In addition, the Clerk shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Clerk's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all

claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**27.0 INSURANCE REQUIREMENTS**

**27.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA**

27.1.1 None.

**27.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT**

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

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

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

a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Arizona Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk ”.**

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

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

2. **Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Clerk, involving automobiles owned, leased, hired or borrowed by the Clerk ”.**

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

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

3. **Worker's Compensation and Employers' Liability**
    - Workers' Compensation Statutory
    - Employers' Liability
      - Each Accident \$ 500,000
      - Disease – Each Employee \$ 500,000
      - Disease – Policy Limit \$1,000,000
    - a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Clerk.
    - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
  2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
    1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
    2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
    3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
  4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Clerk from potential insurer insolvency.
  5. **Verification of Coverage:** Clerk shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise.** The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**28.0 IT 508 COMPLIANCE**

28.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**29.0 NON-AVAILABILITY OF FUNDS**

29.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**30.0 NON-DISCRIMINATION**

30.1 The Clerk shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State law, rules and regulations, including the Americans with Disabilities Act.

**31.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

31.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

**32.0 RIGHT OF OFFSET**

32.1 The Department shall be entitled to offset against any sums due the Clerk, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Clerk's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**33.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075**

33.1 The Clerk agrees to comply with all federal statutory and regulatory provisions requiring that information be safeguarded and kept confidential. These statutes and regulations include, but are not limited to, 45 CFR § 309.80; 45 CFR §303.21 (Safeguarding Information); 45 CFR §303.30 (Securing Medical Support Information); and the United States Internal Revenue Code (IRC) 6103.

**34.0 PERFORMANCE**

- 34.1 In performance of this Contract, the Clerk agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- 34.2 All work shall be done under the supervision of the Clerk or the Clerk's employees.
- 34.3 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Clerk will be prohibited.

- 34.4 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- 34.5 The Clerk certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Clerk at the time the work is completed. If immediate purging of all data storage components is not possible, the Clerk certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 34.6 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Clerk will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 34.7 All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 34.8 No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 34.9 The Clerk will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 34.10 ADES will have the right to void the contract if the Clerk fails to provide the safeguards described above.

**35.0 CRIMINAL/CIVIL SANCTIONS:**

- 35.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 35.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 35.3 Additionally, it is incumbent upon the Clerk to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Clerks by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Clerk, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material

is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**36.0** **INSPECTION**

36.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Clerk for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Clerk is found to be noncompliant with contract safeguards.

**37.0** **THIRD- PARTY ANTITRUST VIOLATIONS**

37.1 The Clerk assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Clerk, toward fulfillment of this Agreement.

**38.0** **Attachments and Exhibits**

38.1 The following list of attachments and exhibit constitutes an integral part of this agreement:

38.2 Attachment 1 - Certification Regarding Lobbying

38.3 Attachment 2 - Certification Regarding Maintenance of Effort

38.4 Attachment 3 - Subrecipient Fact Sheet

39.0 Exhibit A Non IV-D Procedures Manual

40.0 Exhibit B Certified Public Expenditure Statement

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**CERTIFICATION REGARDING LOBBYING**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

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APPLICANT ORGANIZATION

DATE SUBMITTED

ATTACHMENT 2

**CERTIFICATION REGARDING MAINTENANCE OF EFFORT**

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

\_\_\_\_\_, will be in addition to, and not in  
(Applicant Organization)  
substitution for, comparable activities previously carried on without Federal assistance.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

**Official/Legal Name of Sub recipient**

**Cochise County Clerk of the Court**

*(From the Contract)*

**Contract #** \_\_\_\_\_

**Federal Employer Taxpayer ID #** 866000398

- Federal Grantor's Name U.S. Department of Health and Human Services  
\_\_\_\_\_
- CFDA Title and Number 93.563  
\_\_\_\_\_
- Award Name and Number Arizona Department of Economic Security  
\_\_\_\_\_
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

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## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://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.**

**Community Development**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

Fee waiver

**Submitted By:** Mike Izzo, 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:** Michael Izzo      **TITLE of PRESENTER:** Building Official

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve a permit fee waiver request in the amount of \$3,379 for the City of Douglas for the Wastewater Treatment Plant Solar Project, parcel 401-31-002E.

**Background:**

Normal permit fees for this project would be based on project value. This project is valued at one million six hundred thousand dollars.(\$1,600,000) . The County would break down the fees as \$8,446.75 for the permit fee and \$3,379.00 for the plan review fees making the grand total for all building permit fees \$11,825.75.

County staff has taken in the permit application on 7/31/14 and processed the application. Plan reviews were completed and two permit numbers #15-745 (the parking structure) and #15-746 (Solar array) were assigned to this project on 8/11/15. On 8/11/15, notice was sent to the city of Douglas requesting Contractor information and fees in the amount of \$11,825.75. Permits are ready to issue upon receipt of contractor name and number and payment of fees. However, subsequently, after discussions with Supervisor English, County Administrator Jim Vlahovich, and Chief Civil Deputy County Attorney Britt Hanson, Building Official Mike Izzo determined that the City was qualified to perform inspections and designated the City to do so. As a result, the County did not incur and charge the inspection fees, which would have been in the amount of \$8,446.75.

Thus, the only amounts of fees at issue are the plan review fees in the amount of \$3,379.00. The City has requested that the Board waive those fees. Because fee waivers are a political decision to be made by the Board, staff has no recommendation.

**Department's Next Steps (if approved):**

Notify applicant of rejected or approved fee waiver.

**Impact of NOT Approving/Alternatives:**

Staff will request full payment of the \$3,379 plan review fees by the City for Solar project.

**To BOS Staff: Document Disposition/Follow-Up:**

Send signed copy to department heads.

**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 to Jim V

Break down of permit fees for Douglas WWTP solar project

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# THE CITY OF DOUGLAS

425 10<sup>th</sup> Street, Douglas, Arizona 85607

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October 7, 2015

Mr. James Vlahovich  
County Administrator  
Cochise County  
1415 W. Melody Lane, Bldg. G  
Bisbee, AZ 85603

Dear Mr. Vlahovich:

The City of Douglas is respectfully requesting that Cochise County waive all the permit fees associated with the City's Wastewater Treatment Plant Solar Project (Parcel 401-31-002E). At this time, the actual project costs exceed the project's budget so we are in the process of looking at every opportunity to reduce costs and scope in order to build this project within budget.

The City of Douglas and its Consultant's will be responsible to perform all the associated inspections to ensure that this project meets all applicable city codes.

This solar project intends to bring sustainable and financial solutions not only to the Douglas residents but County residents served by City's wastewater system.

I am hopeful that you can assist in waiving the permit fees associated with this project. Please let me know if you have any questions or require any additional information/clarification.

Sincerely,

Carlos A. De La Torre, P.E.  
City Manager

## Break down of permit fees for Douglas WWTP solar project

Normal permit fees for this project would be based on project value. This project is valued at one million six hundred thousand dollars.(\$1,600,000) . The County would break down the fees as \$8,446.75 for the permit fee and \$3,379.00 for the plan review fees making the grand total for all building permit fees \$11,825.75.

County staff has taken in the permit application on 7/31/14 and processed the application. Plan reviews were completed and two permit numbers #15-745 (the parking structure) and #15-746 (Solar array) were assigned to this project on 8/11/15. On 8/11/15, notice was sent to the city of Douglas requesting Contractor information and fees in the amount of \$11,825.75. Permits are ready to issue upon receipt of contractor name and number and payment of fees.

Staff recommends plan review fees in the amount of \$3,378.00 be paid by applicant. Staff also request approval to waive all inspection fees in the amount of \$8,446.75 as requested by applicant letter dated 10/7/15 to County Administrator James Vlahovich.

**Regular Board of Supervisors Meeting**

**Community Development**

**Meeting Date:** 10/20/2015

Approval of IGAs with City of Benson for Planning and Building Inspections

**Submitted By:** Mary Gomez, Health & Social Services

**Department:** Health & Social Services

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

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

**NAME of PRESENTER:** Mary Gomez      **TITLE of PRESENTER:** Acting Director PNZ

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between the City of Benson and Cochise County for Planning Services and Building Inspections effective October 20, 2015 with annual renewal options.

**Background:**

The Community Development Department is requesting that the Board of Supervisors approve two Intergovernmental Agreements (IGAs). One for Planning Services and one for Plan Review and Building Code Inspections between the County and the City of Benson. An IGA is a cooperative working agreement between the planning staff of both jurisdictions. An IGA would allow Benson to call upon the County for Planning or Building staff assistance should the City receive a planning project at a time when they do not have staff available to fully complete the work. Subject to staffing availability and solely at our discretion, the County would have the IGA in place to be able to assist the City. These cooperative agreements come into play on an intermittent, as-needed basis and serve as a safety net should a significant development, development agreement, overlay district or other planning project come into the jurisdiction for review when the city does not have enough staff to respond, or if building safety staff is not adequate in the City for all needed services. There are several advantages to these Agreements including: the County is familiar with local ordinances and regulations; the County and the City of Benson have a history of working cooperatively together; there would be no time lag waiting for future City-County contract approvals; and the cost is reduced for a jurisdiction to use County services as opposed to the more expensive fees charged by outside consultant firms. These Agreements would automatically renew annually, but may be canceled on short notice. The Benson City Council approved their portion of these IGAs on August 24, 2015. SUMMARY Having Intergovernmental Agreements approved and in place between the County and the City of Benson would allow the City to have access to the services of competent County planning and building inspection staff for individual projects on an as-needed basis. Benson would reduce or eliminate the need for both new hires and the hiring of more expensive outside consultant services. The County would be able to provide expertise when staff is available, utilizing employees on City projects and generating income for the department. An IGA does not guarantee that staffing would be available when a City has the need, but provides the possibility of staffing on an intermittent basis. IGAs are common practice between jurisdictions. The County currently has another IGA in place with the City of Benson for Rural Addressing. In other parts of the County, the Building Department has approved IGAs to provide Plan Review and Building Code Inspections for the

Cities of Bisbee, Huachuca City and Sierra Vista. Both the City of Bisbee and the City of Douglas have expressed an interest in having the same IGA for planning services in place and the County expects those two IGAs may be approved by both the Bisbee and Douglas City Council members in the future. Current City development projects: Bisbee: Freeport MacMoRan continues their soil/water remediation and mine reclamation and the City is working on a proposed Senior Care Facility in Warren. Benson: Villages at Vigneto, an 8,200-acre master-planned community El Dorado Holdings is proposing to build on property formerly known as Whetstone Ranch just west of Benson. The proposed subdivision is expected to have more than 20,000 new residential structures plus commercial buildings. Douglas: International Border Crossing. The Douglas Port of Entry, the second-largest commercial port in Arizona, was built in 1932 and is operated by U.S. Customs and Border Protection. Between 2010 and 2014 crossing traffic increased 30%. Douglas is proposing a plan to build a new commercial port of entry, expected to be operational by late 2019, to alleviate the congestion at its current crossing. The City is investigating the donation to the federal government of an 80 acre parcel of City property next to the border fence for the new commercial port of entry. Adjacent to the proposed new border crossing land is expected to generate develop for commercial, light manufacturing and warehousing.

**Department's Next Steps (if approved):**

Return signed IGAs to City of Benson staff. Await requests for assistance as needed.

**Impact of NOT Approving/Alternatives:**

Lack of early involvement by County staff in development projects in this area. Need for partner municipality to pay other outside consultants for planning and building inspections at a much higher rate.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send signed agreements to PNZ, Attn: Jesse Drake.

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**Attachments**

IGA for Planning Services

IGA for Building Inspections

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BENSON AND  
THE COUNTY OF COCHISE FOR PLANNING AND ZONING, SUBDIVISION  
DEVELOPMENT, AND LONG RANGE PLANNING SERVICES**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Benson, a municipal corporation of the State of Arizona, hereinafter referred to as “the City”, and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as “the County”, pursuant to the authority of A.R.S. § 11-952, et seq.

WHEREAS, the City is authorized to establish a planning agency with the powers necessary to enable it to administer and enforce its planning functions pursuant to A.R.S. § 9-461; and

WHEREAS, the City’s planning agency has adopted Zoning Regulations, Subdivision Development Guidelines and the City of Benson General Development Plan for long range planning; and

WHEREAS, the County has similar authorization to adopt Zoning Regulations, Subdivision Regulations and a Comprehensive Plan for long range planning within the unincorporated areas of the County, pursuant to A.R.S. §§ 11-804, 11-807, 11-811, and 11-821; and

WHEREAS, at certain times, due to the limited staff which the City has available for this work, the City is in need of assistance for the development and administration of zoning regulation, subdivision regulation, and long range planning services within the City of Benson; and

WHEREAS, pursuant to A.R.S. §§ 9.461, 11-803 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

WHEREAS, the County has the resources available to assist the City in the performance of certain planning and zoning, subdivision development and long range planning services under the terms and conditions of the Agreement,

IT IS HEREBY AGREED THAT:

1. The County agrees to provide, subject to the availability of its resources and upon the request of the City, planning and zoning, subdivision development and long range planning services for the City of Benson to be performed by qualified County personnel.

The services to be provided by the County shall be limited to review of use applications, subdivision tentative and final plats, rezoning applications and specific plans for conformance with the City of Benson Zoning Code, the City of Benson Subdivision Development Guidelines and the City of Benson General Plan. Planning and Zoning services will be provided when the City planning staff is unavailable or if requested in writing. The City shall provide the County

with the City of Benson Zoning Code, the City of Benson Subdivision Development Guidelines and the City of Benson General Plan for use of County planners when requested in order that County staff can determine conformance with the duly adopted Benson Zoning Code, Subdivision Development Guidelines and Benson General Plan, as currently in effect, or as amended from time to time.

This Agreement shall not obligate or authorize County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City regulation or code. The City shall retain the full responsibility for all such enforcement actions.

2. The City shall agree to monthly billings for any planning and zoning services or assistance conducted by County personnel at the rate of seventy five dollars (\$75.00) per hour with a one hour minimum including travel time to and from any location that is deemed necessary by County employees to fulfill the services in this Agreement. Travel distance will be measured from 1415 Melody Lane, Bisbee, the County buildings, to the site where the services are rendered. Mileage will be paid based upon the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to the Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for purposes of workers’ compensation.

6. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages, and loss (“claims”) which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the

County shall defend, hold harmless and indemnify the City, its officers, agents and employees, from all demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the County, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

7. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

**APPROVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

COCHISE COUNTY BOARD OF  
SUPERVISORS

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

\_\_\_\_\_  
Patrick Call  
Chair of the Board

**APPROVED BY MAYOR AND COUNCIL OF THE CITY OF BENSON, ARIZONA,**

this 24 day of August, 2015.

ATTEST:

CITY OF BENSON

  
\_\_\_\_\_  
Vicki L. Vivian, CMC  
City Clerk

  
\_\_\_\_\_  
Toney D. King, Sr.  
Mayor

**ATTORNEY CERTIFICATION**

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

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

COCHISE COUNTY ATTORNEY

By: \_\_\_\_\_  
Britt Hanson  
Civil Deputy County Attorney

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in proper form and within the powers and authority granted to the City of Benson, State of Arizona.

APPROVED AS TO FORM this 24 day of August, 2015.

CITY OF BENSON

By:   
Mesch, Clark & Rothschild, P.C.  
City Attorney





**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BENSON  
AND THE COUNTY OF COCHISE FOR BUILDING CODE INSPECTION  
AND PLAN REVIEW**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Benson, a municipal corporation of the State of Arizona, hereinafter referred to as “the City,” and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as “the County,” pursuant to the authority of A.R.S § 11-952, et seq.

WHEREAS, the City is authorized to adopt and enforce building, electrical, mechanical and other similar health and safety codes pursuant to A.R.S. § 9-801 and the City Code; and

WHEREAS, the City has implemented certain uniform building and safety codes within the City of Benson; and

WHEREAS, the County has similar authorization to adopt and enforce building codes within the unincorporated areas of the County, pursuant to A.R.S. § 11-861, et seq., and the County has implemented a regulatory system for the enforcement of these codes within certain areas of the County’s jurisdiction; and

WHEREAS, at certain times, due to the limited staff which the City has available for this work, the City is in need of assistance to provide building inspection and plan review services within the City of Benson; and

WHEREAS, pursuant to A.R.S. §§ 11-863 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

WHEREAS, the County has the resources available to assist the City in the performance of certain building inspections and plan review under the terms and conditions of this Agreement,

IT IS HEREBY AGREED THAT:

1. The County agrees to provide, subject to the availability of its resources and upon the request of the City, building and inspection and plan review services for the City of Benson, to be performed by qualified County personnel.

The services to be provided by the County shall be limited to building inspections based on plans approved by the City Plans Examiner. Plan review services and technical assistance will be provided when the City Plans Examination staff is unavailable or if requested in writing. The City shall provide building code books and local amendments for the use of County Plans Examiners when requested to determine compliance with the

duly enacted City building and safety codes, as currently in effect, or as these may be amended from time to time.

This Agreement shall not obligate or authorize the County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City code. The City shall retain the full responsibility for all such enforcement actions.

2. The City shall agree to monthly billings for any inspection, plan review services or technical assistance conducted by County personnel at the rate of Sixty (\$60.00) per hour with a one hour minimum including travel time to and from an inspection. Travel distance will be measured from the Melody Lane County Buildings to the inspection site. Mileage will be paid based on the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect through June 30, 2016. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate, provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.

6. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages and loss (“claims”) which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the fullest extent allowed by law, the County shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages and

loss ("claims") which result from the negligence or intentional torts of the County, its agents officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

7. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

**APPROVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY,  
ARIZONA ,**

this \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**COCHISE COUNTY BOARD OF  
SUPERVISORS**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

\_\_\_\_\_  
Patrick Call  
Chair of the Board

**APPROVED BY MAYOR AND COUNCIL OF THE CITY OF BENSON,  
ARIZONA,**

this 24 day of August, 2015.

**ATTEST:**

**CITY OF BENSON**

for   
\_\_\_\_\_  
Vicki L. Vivian, CMC  
City Clerk

  
\_\_\_\_\_  
Toney D. King, Sr.  
Mayor

## ATTORNEY CERTIFICATION

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

APPROVED AS TO FORM this 10th day of June, 2015.

COCHISE COUNTY ATTORNEY

By: *Britt Hanson*  
Britt Hanson, Chief Civil Deputy  
Cochise County Attorney

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the City of Benson, State of Arizona.

APPROVED AS TO FORM this 24 day of August, 2015.

CITY OF BENSON

By: *David Clark*  
Mesch, Clark & Rothschild, P.C.,  
City Attorney

**Action 22.**  
**Court Administration**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 10/20/2015

JP3 Facility Improvements

**Submitted By:** Regan Appelo, Court Administration

**Department:** Court Administration

**Presentation:** No A/V Presentation

**Document Signatures:** BOS Signature Required

**Recommendation:** Approve

**# of ORIGINALS Submitted for Signature:** 2

**NAME of PRESENTER:** Bruce Staggs

**TITLE of PRESENTER:** Justice of the Peace JP3

**Mandated Function?:** Local Mandate or Policy

**Source of Mandate or Basis for Support?:** RO 08-24

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve a request for update in security, workstation improvements and kitchen/jury room upgrades.

**Background:**

**Explanation:** Over time, the facilities in the court have deteriorated, requiring replacement and functional upgrade. Additionally the court wishes to pursue the entrance window security upgrade approved by the BOS in 2012 and to make some additional security upgrades in the courtroom.

Mid year, the court will present a request for technology and video upgrades to bring the court into compliance with rule and statute.

**Department's Next Steps (if approved):**

**Security :** 1. Upgrade entry door and reception window to better protect against potential aggressor and gunfire. Part of this current request was approved by the BOS in 2012 and the project was not done. 2Upgrade bench configuration to diminish the potential for violent outbursts, improve sightlines for the judge, and to enhance emergency egress for the judge and staff.

**Workstation Improvements:** Add some cabinets, replace tiles and upgrade laminate counter

**Kitchen/Jury Room Upgrade:** Upgrade cabinet and sink.

**Initial Cost (Including tax and shipping):** \$44,082.00

**Impact of NOT Approving/Alternatives:**

Continuing security hazard.

**To BOS Staff: Document Disposition/Follow-Up:**

Please send one signed copy to procurement, one to our office and one to JP3 court.

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**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:** FY15.16

**One-time Fixed Costs? (\$\$\$):** 44,082

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

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

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 0**

**Source of Funding?:** Enhancement Funds

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

Funding source is JP3 Court Enhancement Funds collected from Resolution Order 08-24. At the end of FY 14.15 the court had available \$294,069 which they have been saving for these upgrades.

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**Attachments**

DP from JP3 Benson

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## DECISION PACKAGE (FY 15/16)

### OTHER CAPITAL EXPENDITURES/NEW PROGRAMS/ACCTS. EQUIPMENT OVER \$1500 (NOT FACILITIES, IT, FLEET OR HEAVY FLEET)

Department: Justice of the Peace #3

Submitted Date: 10/05/2015

Is this related to a new position? Yes  No x

If Yes, position title:

Fund #:

Division:

Dept. Contact Name/Phone #: Honorable Bruce Staggs,  
Justice of the Peace, Precinct 3/432-8105

Priority:

Request: Security, Workstation and Kitchen/Jury Room Upgrades

#### Security

Upgrade entry door and reception window to better protect against potential aggressor and gunfire. Part of this current request was approved by the BOS in 2012 and the project was not done.

Upgrade bench configuration to diminish the potential for violent outbursts, improve sightlines for the judge, and to enhance emergency egress for the judge and staff.

#### Workstation Improvements

Add some cabinets, replace tiles and upgrade laminate counter

#### Kitchen/Jury Room Upgrade

Upgrade cabinet and sink.

Initial Cost (Including tax and shipping): \$44,082.00

Continuing annual cost, if any: none

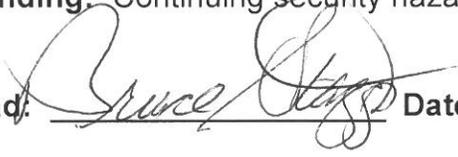
**Explanation:** Over time, the facilities in the court have deteriorated, requiring replacement and functional upgrade.

Additionally the court wishes to pursue the entrance window security upgrade approved by the BOS in 2012 and to make some additional security upgrades in the courtroom.

In the next budget year, the court will present a request for technology and video upgrades to bring the court into compliance with rule and statute.

**Amount of savings, if funded (if any):**

**Impact of not funding:** Continuing security hazard.

Department Head:  Date: 10/5/15