



Cochise County Board of Supervisors

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RICHARD R. SEARLE
Chairman
District 3

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, June 28, 2016 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Note that some attachments may be updated after the agenda is published. This means that some presentation materials displayed at the Board meeting may differ slightly from the attached version.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of June 14, 2016.

Community Development

2. Adopt Zoning Ordinance 16-03 approving Docket Z-16-01, amending the zoning district designation for parcel 106-15-015C to RU-4 from RU-2 and R-36, pursuant to the request of Mr. John Slaughter.

County Attorney

3. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-17-021 in the amount of \$151,772 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2016 through June 30, 2017.
4. Approve the renewal of Crime Victim Assistance Grant No. VA-16-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Attorney's Office effective from July 1, 2016 to June 30, 2017.

County Sheriff

5. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-17-003 in the amount of \$124,240 for overtime salaries and fringe benefits (ERE), between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Sheriff's Office, effective July 1, 2016 through June 30, 2017.

Facilities

6. Approve Amendment No. 6 to ADC Agreement No. 090098DC extending the Lease Agreement for the Arizona State Department of Corrections Facilities located at Bisbee-Douglas International Airport.

Finance

7. Approve demands and budget amendments for operating transfers.

Health & Social Services

8. Approve IGA ADHS14-053052 Amendment 3 for Women, Infant, Child (WIC) Services, Breastfeeding Peer Counselor Program (BFPC), and the Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$581,930 and \$48,500 respectively, for the period of 10/1/16 – 9/30/17.
9. Approve renewal of Grant Agreement, GRA-STATE-16-0785-01-Y2, Amendment #3, for Child Care Health Consultation, between the Arizona Early Childhood Development and Health Board (First Things First) and Cochise Health & Social Services, in the amount of \$100,020, for the period of 7/1/16 – 6/30/17.

PUBLIC HEARINGS

Board of Supervisors

10. Approve a new liquor license application for a series #10 (beer & wine store) liquor license submitted by Ms. Pamela Lynn Harper for Fort Willcox RV Park located at 1765 West Fort Willcox Loop, Willcox, AZ 85643.
11. Adopt Resolution 16-18 granting a Telecommunications and Fiber Optic Services franchise to Mobilite, LLC.

Community Development

12. Adopt Resolution 16-19 abandoning any interest the County might have in a portion of dedicated public right-of-way known as Friend Drive in Naco.

ACTION

Community Development

13. Approve Extension of Assurance Agreement for the completion of the Rancho Arizona Subdivision improvements, Docket S-03-02, to July 6, 2019, per the request of developer James W. Sandlin.

Procurement

14. Approve an award of contract for Legal Advertising Services to the Arizona Range News as per the responses received for Invitation for Bid (IFB) No. 16-38-PUR-03 for the period of July 1, 2016 through June 30, 2017.

CALL TO THE PUBLIC

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

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

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

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

Minutes

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 the Minutes of the regular meeting of the Board of Supervisors of June 14, 2016.

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:

Scan to OnBase and File.

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

Warrants

Minutes

Cochise Co. Demands 6.14.16

98883	05/18/2016	Arizona Public Service (APS)	\$624.23	98960	05/19/2016	Sierra Vista, City of	\$9,475.74
98884	05/18/2016	Arizona Water Company	\$1,933.96	98961	05/19/2016	Solid Waste Assn of North America (SWANA)	\$262.00
98885	05/18/2016	Benson, City of	\$289.78	98962	05/19/2016	Southern AZ Children's Advocacy Ctr-SACAC	\$115.36
98886	05/18/2016	CenturyLink	\$338.24	98963	05/19/2016	Southern AZ Children's Advocacy Ctr-SACAC	\$1,575.00
98887	05/18/2016	CenturyLink	\$4,376.11	98964	05/19/2016	Sparkletts	\$88.84
98888	05/18/2016	CenturyLink	\$65.98	98965	05/19/2016	Sparkletts	\$168.22
98889	05/18/2016	Sierra Vista, City of	\$812.02	98966	05/19/2016	Sparkletts	\$3.80
98890	05/18/2016	Southwest Gas Corporation	\$5,220.70	98967	05/19/2016	State Board of Refrigeration Examiners (SBRE)	\$35.00
98891	05/18/2016	Sprint	\$67.82	98968	05/19/2016	The Bisbee Observer LLC	\$257.39
98892	05/18/2016	Sulphur Springs Valley Electric Coop, Inc.	\$5,819.77	98969	05/19/2016	The Bisbee Observer LLC	\$170.47
98893	05/18/2016	Sulphur Springs Valley Electric Coop, Inc.	\$677.11	98970	05/19/2016	Thomson West	\$112.20
98894	05/18/2016	SunEdison Services	\$3,000.00	98971	05/19/2016	Troxell Communications Inc	\$6,675.96
98895	05/18/2016	Sulphur Springs Valley Electric Coop, Inc.	\$590.83	98972	05/19/2016	UniFirst Corporation	\$204.34
98896	05/19/2016	AL-JON, Manufacturing LLC	\$1,904.99	98973	05/19/2016	United Fire Equipment Co	\$1,642.56
98897	05/19/2016	Arizona Dept of Corrections ASPC-Tucson	\$85.50	98974	05/19/2016	University of Arizona	\$28,953.25
98898	05/19/2016	Arizona Dept of Revenue	\$657.73	98975	05/19/2016	Valley Telephone Cooperative, Inc.	\$769.55
98899	05/19/2016	Arizona State Prison Complex - Fort Grant	\$2,690.40	98976	05/19/2016	VCA Apache Animal Hospital	\$349.50
98900	05/19/2016	Arizona State Prison Complex - Fort Grant	\$255.00	98977	05/19/2016	Watson Chevrolet Inc	\$424.51
98901	05/19/2016	Arizona State Prison Complex - Fort Grant	\$327.08	98978	05/19/2016	Waxie Sanitary Supply	\$2,549.07
98902	05/19/2016	Arizona State Treasurer	\$184,563.00	98979	05/19/2016	Willcox Auto Parts Inc.	\$171.05
98903	05/19/2016	Audio Editions	\$465.54	98980	05/19/2016	Willcox Auto Parts Inc.	\$94.24
98904	05/19/2016	AVTranz	\$353.00	98981	05/19/2016	WIST Office Products Co	\$1,350.51
98905	05/19/2016	AZ Communications Group	\$3,292.85	98982	05/19/2016	WR Ryan Company	\$5,026.06
98906	05/19/2016	B & D Lumber & Hardware	\$431.26	98983	05/19/2016	Almada, Victor	\$120.00
98907	05/19/2016	Baker & Taylor, Inc.	\$3,152.92	98984	05/19/2016	Bruner, Fred	\$10.08
98908	05/19/2016	Barcelo, Luis	\$150.00	98985	05/19/2016	Casteel, Joann	\$10.08
98909	05/19/2016	Barnett's Towing & Oxygen LLC	\$364.00	98986	05/19/2016	Castillo Soqui, Samantha Jovana	\$367.00
98910	05/19/2016	Blackstone Audiobooks	\$187.98	98987	05/19/2016	Center for Healing Childhood Trauma	\$729.00
98911	05/19/2016	Brown & White Inc	\$6,757.40	98988	05/19/2016	Center for Healing Childhood Trauma	\$1,053.00
98912	05/19/2016	Bug-Wiser Exterminating, Inc.	\$770.00	98989	05/19/2016	Center for Healing Childhood Trauma	\$1,005.00
98913	05/19/2016	CEMEX Construction Materials South, LLC	\$8,159.68	98990	05/19/2016	Center for Healing Childhood Trauma	\$975.00
98914	05/19/2016	CenturyLink	\$108.15	98991	05/19/2016	Cochise County P&Z	\$536.75
98915	05/19/2016	CenturyLink	\$64.55	98992	05/19/2016	Dagnino, Felix A	\$26.00
98916	05/19/2016	Cochise Private Industry Council, Inc.	\$70,215.00	98993	05/19/2016	Eberle, Keeta	\$55.00
98917	05/19/2016	Cooke, Stephen R.	\$180.00	98994	05/19/2016	Governor's Office of Highway Safety	\$95.00
98918	05/19/2016	Crowell, Patricia	\$28.62	98995	05/19/2016	Leiendecker, Philip	\$26.00
98919	05/19/2016	Deluxe Business Forms	\$131.95	98996	05/19/2016	Miranda, Daniel	\$45.00
98920	05/19/2016	Demco Inc.	\$84.43	98997	05/19/2016	Mortensen, Cynthia	\$418.00
98921	05/19/2016	Deneke, Buffy	\$26.10	98998	05/19/2016	Mortensen, Cynthia	\$84.02
98922	05/19/2016	Diamondback Police Supply Co	\$2,517.74	98999	05/19/2016	Murphy, Patrick	\$83.13
98923	05/19/2016	Douglas NAPA	\$91.68	99000	05/19/2016	Patterson, Alan	\$26.85
98924	05/19/2016	Election Systems & Software LLC	\$22.04	99001	05/19/2016	Pitney Bowes Reserve Account	\$10,000.00
98925	05/19/2016	Eloy Justice Court	\$501.70	99002	05/19/2016	Reed, Elizabeth	\$10.10
98926	05/19/2016	Empire Southwest LLC	\$2,275.32	99003	05/19/2016	Reynolds, Warren or Donna	\$10.08
98927	05/19/2016	Fisher Sand & Gravel	\$104,614.17	99004	05/19/2016	Rocha, Mario F.	\$10.08
98928	05/19/2016	Fisher Sand & Gravel	\$23,982.58	99005	05/19/2016	Salinas, Rufino	\$120.00
98929	05/19/2016	Fleming, Patricia	\$165.00	99006	05/19/2016	Sennett, Phyllis Patricia	\$92.00
98930	05/19/2016	Gasper, Jo Ann	\$90.72	99007	05/19/2016	Stanton, Cherry	\$98.19
98931	05/19/2016	Granite Construction Company	\$9,717.72	99008	05/19/2016	Thornton, Betsy	\$28.08
98932	05/19/2016	H5 Productions, Inc.	\$97,639.60	99009	05/19/2016	Valenzuela, Guadalupe Lopez	\$175.00
98933	05/19/2016	Hodges Glass Co Inc	\$1,996.32	99010	05/19/2016	Villa, Luis Felipe	\$58.00
98934	05/19/2016	JE Fuller/Hydrology & Geomorphology, Inc.	\$1,848.00	99011	05/19/2016	Watkins, Robert	\$815.51
98935	05/19/2016	JWS Web Design LLC	\$500.00	99012	05/19/2016	Acuna, Gloria	\$298.62
98936	05/19/2016	Kuttner, Barbara L	\$27.54	99013	05/19/2016	Brauchla, Gary	\$63.49
98937	05/19/2016	Language Line Services, Inc.	\$51.75	99014	05/19/2016	Edie, Patricia	\$37.85
98938	05/19/2016	LexisNexis Matthew Bender	\$69.71	99015	05/19/2016	Flores, Dora	\$98.47
98939	05/19/2016	Madden Preprint Media	\$268.00	99016	05/19/2016	Gregan, Wayne	\$23.69
98940	05/19/2016	Merle's Automotive Supply, Inc.	\$149.66	99017	05/19/2016	Hanson, Britt W	\$227.46
98941	05/19/2016	MG Reporting	\$1,013.80	99018	05/19/2016	Kuttner, Lou G. (Ludwig)	\$19.87
98942	05/19/2016	Microwave Networks, Incorporated	\$12,475.62	99019	05/19/2016	Lueck, Elizabeth	\$55.62
98943	05/19/2016	Molina, Marcos A	\$18.81	99020	05/19/2016	Martzke, James F.	\$67.19
98944	05/19/2016	Monk, Deana	\$250.00	99021	05/19/2016	Miller, Carmen	\$47.84
98945	05/19/2016	Munoz, Patricia G	\$750.00	99022	05/19/2016	Mullinax, Chris	\$51.00
98946	05/19/2016	Nyander, Penny Sue	\$316.40	99023	05/19/2016	Munoz, Patricia G	\$331.28
98947	05/19/2016	Padia, Debra Ann	\$600.00	99024	05/19/2016	Owen, Lauri J	\$246.04
98948	05/19/2016	Porta-Pot	\$887.25	99025	05/19/2016	Solis, Joaquin	\$17.00
98949	05/19/2016	Prudential Overall Supply	\$247.35	99026	05/19/2016	Thomas, Yolanda	\$235.62
98950	05/19/2016	Prudential Overall Supply	\$104.86	99027	05/19/2016	Watkins, Nathan	\$31.12
98951	05/19/2016	Purcell's Western State Tire Company	\$1,276.18	99028	05/19/2016	Valley Telephone Cooperative, Inc.	\$475.30
98952	05/19/2016	Recorded Books, LLC	\$390.22	99029	05/23/2016	AOC Corrections Officer Retire	\$18,636.37
98953	05/19/2016	RWC International, LTD	\$1,143.17	99030	05/23/2016	AOC Corrections Officer Retire	\$87.43
98954	05/19/2016	Safelite Autoglass Corp.	\$400.71	99031	05/23/2016	EODCRS	\$9.06
98955	05/19/2016	SAManage USA Inc.	\$493.00	99032	05/23/2016	Nationwide Retirement Solutions	\$507.50
98956	05/19/2016	Schlesinger, Aaron	\$579.70	99033	05/23/2016	Public Safety Retirement Syst	\$20,111.64
98957	05/19/2016	Senergy Petroleum LLC	\$14,968.39	99034	05/23/2016	Public Safety Retirement Syst	\$17,150.41
98958	05/19/2016	Senergy Petroleum LLC	\$2,222.85	99035	05/23/2016	Public Safety Retirement Syst	\$1,231.94
98959	05/19/2016	SHI International Corp.	\$2,826.50	99036	05/23/2016	Public Safety Retirement Syst	\$1,244.08

99037	05/23/2016	Public Safety Retirement Syst	\$634.38	99114	05/26/2016	Interstate Battery	\$478.89
99038	05/23/2016	Correction Officers	\$5,164.85	99115	05/26/2016	Interstate Battery	\$735.48
99039	05/24/2016	Correction Officers	\$6,568.50	99116	05/26/2016	Isaacson Homes, LLC	\$900.25
99040	05/25/2016	Arizona Public Service (APS)	\$3,796.65	99117	05/26/2016	John William Lovell, PC	\$5,310.00
99041	05/25/2016	Arizona Water Company	\$5,423.65	99118	05/26/2016	JWS Web Design LLC	\$1,000.00
99042	05/25/2016	Benson, City of	\$370.73	99119	05/26/2016	Keefe Supply Company	\$3,845.39
99043	05/25/2016	CenturyLink	\$4,317.03	99120	05/26/2016	Lamoree, Candace Jean	\$200.00
99044	05/25/2016	Sierra Vista, City of	\$1,161.34	99121	05/26/2016	Law Office of Daniel DeRienzo PLLC	\$2,226.00
99045	05/25/2016	Southwest Gas Corporation	\$144.38	99122	05/26/2016	Law Office of Joan M Sacramento	\$3,600.00
99046	05/25/2016	Sulphur Springs Valley Electric Coop, Inc.	\$13,649.06	99123	05/26/2016	Law Offices of Ruben Teran S.	\$2,845.14
99047	05/25/2016	Sulphur Springs Valley Electric Coop, Inc.	\$859.80	99124	05/26/2016	Legend Technical Services, Inc.	\$89.00
99048	05/25/2016	Sulphur Springs Valley Electric Coop, Inc.	\$1,132.65	99125	05/26/2016	Levitt, Harriette P.	\$314.80
99049	05/25/2016	Valley Telephone Cooperative, Inc.	\$1,182.07	99126	05/26/2016	LexisNexis Matthew Bender	\$70.07
99050	05/25/2016	Valley Telephone Cooperative, Inc.	\$293.85	99127	05/26/2016	Lowell A. Jensen, PLC	\$6,400.00
99051	05/25/2016	United States Treasury	\$7,163.37	99128	05/26/2016	McGowan, Mark J.	\$7,900.00
99052	05/26/2016	A-L Financial Corp	\$201.26	99129	05/26/2016	Merle's Automotive Supply, Inc.	\$550.19
99053	05/26/2016	Arizona Dept of Revenue	\$845.99	99130	05/26/2016	MG Reporting	\$160.00
99054	05/26/2016	Cochise County/Sheakley/National Bank	\$8,543.51	99131	05/26/2016	Morgan, J Michael, PhD PC	\$295.00
99055	05/26/2016	Licking County CSEA	\$178.61	99132	05/26/2016	National Association for Court Management	\$125.00
99056	05/26/2016	NYS Child Support Processing Center	\$32.00	99133	05/26/2016	National CineMedia, LLC	\$850.00
99057	05/26/2016	Pennsylvania SCDU	\$215.00	99134	05/26/2016	Nina L. Caples, P.C.	\$2,274.26
99058	05/26/2016	Pre-paid Legal Services, Inc. dba LegalShield	\$1,592.51	99135	05/26/2016	Nyander, Penny Sue	\$389.20
99059	05/26/2016	Support Payment Clearinghouse	\$6,461.44	99136	05/26/2016	O'Rielly Chevrolet, Inc.	\$601.08
99060	05/26/2016	Treasurer of Virginia	\$104.50	99137	05/26/2016	Office of Vital Records	\$5,120.00
99061	05/26/2016	U.S. Dept of Education	\$157.62	99138	05/26/2016	Olivares, Veronica	\$10.00
99062	05/26/2016	AHCCCS	\$5,000.00	99139	05/26/2016	Prisoner Trans Services America LLC (PTS)	\$6,201.00
99063	05/26/2016	Alex Espinosa's Bisbee Funeral Home	\$638.00	99140	05/26/2016	Prudential Overall Supply	\$1,084.29
99064	05/26/2016	Alternative Counseling Service, Inc	\$560.00	99141	05/26/2016	Prudential Overall Supply	\$86.12
99065	05/26/2016	Amanda Baillie - Freelance Writer	\$137.50	99142	05/26/2016	Purcell's Western State Tire Company	\$1,224.55
99066	05/26/2016	American Fence & Security Company, Inc.	\$33,334.98	99143	05/26/2016	Robert J. Zohlmann, Esq.	\$2,624.60
99067	05/26/2016	Arizona Counties Insurance Pool	\$709.44	99144	05/26/2016	Robertson, Bonita Shirley	\$707.20
99068	05/26/2016	AZ Cty Directors of Health Assoc. (ACDONA)	\$200.00	99145	05/26/2016	RWC International, LTD	\$1,766.75
99069	05/26/2016	Arizona Dept of Corrections - Douglas	\$49.50	99146	05/26/2016	Safelite Autoglass Corp.	\$543.09
99070	05/26/2016	Arizona Dept of Corrections - Douglas	\$2,693.95	99147	05/26/2016	Schlesinger, Aaron	\$58.80
99071	05/26/2016	Arizona Dept of Corrections - Douglas	\$536.00	99148	05/26/2016	Senergy Petroleum LLC	\$22,364.04
99072	05/26/2016	Arizona Dept of Corrections - Douglas	\$58.50	99149	05/26/2016	Senergy Petroleum LLC	\$18,386.13
99073	05/26/2016	Arizona Machinery Company, LLC dba Stolz Equipment	\$264.63	99150	05/26/2016	SHI International Corp.	\$615.38
99074	05/26/2016	Arizona Signways Inc	\$2,062.31	99151	05/26/2016	Shoemaker, Brad	\$225.00
99075	05/26/2016	Arizona State Prison Complex - Fort Grant	\$150.00	99152	05/26/2016	Sierra Vista NAPA	\$920.25
99076	05/26/2016	Arizona State Prison Complex - Fort Grant	\$270.00	99153	05/26/2016	Sierra Vista, City of	\$3,203.13
99077	05/26/2016	Auletta, Susan P	\$98.00	99154	05/26/2016	Smyth Industries Inc	\$21,036.15
99078	05/26/2016	Banner-Univ Medical Ctr South Campus LLC	\$1,211.00	99155	05/26/2016	Southeastern AZ Contractors Assn (SACA)	\$16.00
99079	05/26/2016	Big Dave's Towing & Roadside	\$279.00	99156	05/26/2016	Stericycle Inc.	\$1,269.30
99080	05/26/2016	Bob Barker Company, Inc.	\$444.04	99157	05/26/2016	Streitfeld, Stephen V. MD PC	\$500.00
99081	05/26/2016	Bradley R. Johnson, MD, PLLC	\$500.00	99158	05/26/2016	Technical Resource Management, Inc.	\$1,548.60
99082	05/26/2016	Brown and Caldwell	\$5,727.36	99159	05/26/2016	The Bisbee Observer LLC	\$376.05
99083	05/26/2016	Canyon Vista Medical Center	\$121.75	99160	05/26/2016	The GIS Jobs Clearinghouse	\$25.00
99084	05/26/2016	CEF Woodworking & Design, LLC	\$1,508.61	99161	05/26/2016	The Haven	\$300.00
99085	05/26/2016	CEMEX Construction Materials South, LLC	\$7,139.72	99162	05/26/2016	The Manch Law Firm, P.L.L.C.	\$4,672.20
99086	05/26/2016	CenturyLink	\$786.40	99163	05/26/2016	Thomson West	\$11,475.23
99087	05/26/2016	CenturyLink	\$67.58	99164	05/26/2016	Thomson West	\$1,958.42
99088	05/26/2016	CenturyLink	\$66.96	99165	05/26/2016	Thomson West	\$56.10
99089	05/26/2016	CenturyLink	\$33.79	99166	05/26/2016	Thorn Law Office	\$5,633.52
99090	05/26/2016	CenturyLink	\$33.79	99167	05/26/2016	Truck and Trailer Parts	\$102.40
99091	05/26/2016	CenturyLink	\$33.79	99168	05/26/2016	Turner, Doris	\$100.00
99092	05/26/2016	Chase Technology Consulting, LLC	\$675.00	99169	05/26/2016	Udall Law Firm, LLP	\$1,478.18
99093	05/26/2016	Christopher Hitchcock PLC	\$150.00	99170	05/26/2016	UHS of Tucson, LLC dba Palo Verde Behavioral Hlth	\$900.00
99094	05/26/2016	Cochise County Sheriff's Dept	\$968.27	99171	05/26/2016	UniFirst Corporation	\$200.64
99095	05/26/2016	Cochise Lock & Safe	\$380.00	99172	05/26/2016	United Fire Equipment Co	\$700.00
99096	05/26/2016	Copper Queen Community Hospital	\$413.53	99173	05/26/2016	United Parcel Service	\$9.03
99097	05/26/2016	Copygraphix Inc.	\$96.10	99174	05/26/2016	Valley Telephone Cooperative, Inc.	\$107.27
99098	05/26/2016	Cornerstone Environmental Group, LLC	\$605.13	99175	05/26/2016	Valley Telephone Cooperative, Inc.	\$195.01
99099	05/26/2016	Culligan of Tucson	\$53.92	99176	05/26/2016	Verizon Wireless	\$11,109.48
99100	05/26/2016	Deneke, Buffy	\$829.40	99177	05/26/2016	Vista Service Station Maint & Construc, Inc.	\$2,500.00
99101	05/26/2016	Douglas NAPA	\$799.12	99178	05/26/2016	Waterfall, Economidis, Caldwell, Hanshaw & Villamana PC	\$3,103.50
99102	05/26/2016	Emily Danies Attorney at Law LLC	\$1,350.00	99179	05/26/2016	Watson Chevrolet Inc	\$738.39
99103	05/26/2016	Empire Southwest LLC	\$7,449.13	99180	05/26/2016	Waxie Sanitary Supply	\$2,087.26
99104	05/26/2016	Evans Law Offices, PLLC	\$8,447.45	99181	05/26/2016	West Elsberry Longenbaugh & Zickerman, PLLC	\$3,298.80
99105	05/26/2016	Fisher Sand & Gravel	\$152,748.27	99182	05/26/2016	West Press	\$895.57
99106	05/26/2016	Flores, Juan P	\$6,131.28	99183	05/26/2016	Western Emulsion, Inc	\$137,571.34
99107	05/26/2016	Fouts, James	\$100.00	99184	05/26/2016	Willcox Auto Parts Inc.	\$295.00
99108	05/26/2016	George Medina - George's Upholstery	\$130.68	99185	05/26/2016	Willcox Auto Parts Inc.	\$1,173.86
99109	05/26/2016	Granite Construction Company	\$12,034.23	99186	05/26/2016	Willcox Auto Parts Inc.	\$76.71
99110	05/26/2016	Griffith, David B. Esq.	\$19,890.00	99187	05/26/2016	WIST Office Products Co	\$1,113.84
99111	05/26/2016	Hancock, Charles	\$59.40	99188	05/26/2016	WR Ryan Company	\$2,033.58
99112	05/26/2016	Heinzl, Joe Lawrence Esq.	\$1,294.08				
99113	05/26/2016	International Code Council, Inc. (ICC)	\$240.00				

99189	05/26/2016	Zumar Industries Inc	\$406.77	99267	06/02/2016	Recorded Books, LLC	\$336.03
99190	05/26/2016	Adame, Gloria Romella	\$7,456.68	99268	06/02/2016	Reed, Cynthia - Court Reporter	\$375.70
99191	05/26/2016	Apache Elementry School	\$6,291.32	99269	06/02/2016	Runbeck Election Services	\$2,134.72
99192	05/26/2016	Arizona State Land Dept	\$200.00	99270	06/02/2016	RWC International, LTD	\$1,731.15
99193	05/26/2016	Arizona State Land Dept	\$300.00	99271	06/02/2016	Schlesinger, Aaron	\$632.80
99194	05/26/2016	Arizona State Land Dept	\$150.00	99272	06/02/2016	Senergy Petroleum LLC	\$7,406.00
99195	05/26/2016	Ash Creek Elementary School District	\$8,255.37	99273	06/02/2016	Sparkletts	\$94.82
99196	05/26/2016	Bauer, Mary Elizabeth	\$369.36	99274	06/02/2016	Sparkletts	\$41.43
99197	05/26/2016	Benson Unified School District	\$19,194.86	99275	06/02/2016	Sparkletts	\$106.52
99198	05/26/2016	Call, Pat	\$81.40	99276	06/02/2016	Stericycle Inc.	\$215.06
99199	05/26/2016	Cochise County Justice Court #2	\$20.59	99277	06/02/2016	Sulphur Springs Valley Electric Coop, Inc.	\$896.14
99200	05/26/2016	DeBee, Jonathan Daniel	\$75.00	99278	06/02/2016	The Haven	\$300.00
99201	05/26/2016	Douglas Unified School Dist 27	\$18,569.42	99279	06/02/2016	Thomson West	\$1,775.07
99202	05/26/2016	Ellis, Ron	\$100.00	99280	06/02/2016	Trinity Services Group, Inc.	\$9,096.86
99203	05/26/2016	Lord, Priscilla	\$73.20	99281	06/02/2016	Trinity Services Group, Inc.	\$32,703.21
99204	05/26/2016	Searle, Richard	\$781.92	99282	06/02/2016	Valley Telephone Cooperative, Inc.	\$136.14
99205	05/26/2016	Sierra Vista Public Schools District #68	\$18,960.65	99283	06/02/2016	Willcox Auto Parts Inc.	\$131.36
99206	05/26/2016	Sierra Vista Unified School District #68	\$25,000.00	99284	06/02/2016	Williams Melo PLC	\$700.00
99207	05/26/2016	St. Clair, Kate M	\$833.11	99285	06/02/2016	WIST Office Products Co	\$281.77
99208	05/26/2016	Wallace, Kenneth W.	\$1,282.50	99286	06/02/2016	Wooley, Stacey L	\$306.47
99209	05/26/2016	West Press	\$1,310.52	99287	06/02/2016	Acuna, Veronica Q	\$33.43
99210	05/26/2016	Borbon, Lissete	\$48.60	99288	06/02/2016	CenturyLink	\$68.62
99211	05/26/2016	Cota, Maria E	\$443.86	99289	06/02/2016	Franzen, George	\$350.00
99212	05/26/2016	Davidson, Sara	\$75.30	99290	06/02/2016	Gomez, Mary	\$65.83
99213	05/26/2016	Dodge, Abigail	\$137.40	99291	06/02/2016	Landstrom, Cody R	\$200.00
99214	05/26/2016	Drake, Jesse	\$116.05	99292	06/02/2016	McNeely, Raymond L	\$700.00
99215	05/26/2016	Gilligan, Judith	\$34.00	99293	06/02/2016	MSR West	\$255.00
99216	05/26/2016	Hagle, Suzanne	\$67.48	99294	06/02/2016	The Howard G. Buffett Foundation	\$730.19
99217	05/26/2016	Honorable Adam Ambrose	\$23.22	99295	06/02/2016	Traywick, Benton	\$8.40
99218	05/26/2016	Honorable Karl D Elledge	\$25.11	99296	06/02/2016	US Postal Service	\$5,000.00
99219	05/26/2016	Jones, Kelley S	\$397.22	99297	06/02/2016	Arzaga, Kelsey	\$15.12
99220	05/26/2016	Maddux, Catherine	\$58.86	99298	06/02/2016	Conrad Jr., Joseph	\$231.92
99221	05/26/2016	Murphy, Teresa	\$56.70	99299	06/02/2016	Cornejo, Gustavo	\$15.66
99222	05/26/2016	Orduno, Elda	\$217.86	99300	06/02/2016	Falkenberg, Raymond A	\$146.32
99223	05/26/2016	Porter, Radi Ann	\$155.23	99301	06/02/2016	Gilligan, Judith	\$95.00
99224	05/26/2016	Swartz, LaRae	\$56.16	99302	06/02/2016	Hasan, Mohd	\$68.00
99225	05/26/2016	Welch, Catherine	\$34.00	99303	06/02/2016	Honorable Alma Vildosola	\$28.73
99226	06/01/2016	Arizona Public Service (APS)	\$32,614.66	99304	06/02/2016	Teso, Brandie	\$139.00
99227	06/01/2016	Arizona Water Company	\$3,528.36	99305	06/02/2016	Vickers, Roza	\$65.61
99228	06/01/2016	Bella Vista Water Company-Liberty Water	\$979.05	99306	06/02/2016	AOC Corrections Officer Retire	\$19,012.63
99229	06/01/2016	CenturyLink	\$67.30	99307	06/02/2016	Correction Officers	\$6,920.41
99230	06/01/2016	Sulphur Springs Valley Electric Coop, Inc.	\$322.81	99308	06/02/2016	EODCRS	\$9.06
99231	06/02/2016	Air Tech Air Conditioning & Heating	\$100.00	99309	06/02/2016	Nationwide Retirement Solutions	\$507.50
99232	06/02/2016	Amazon.com LLC	\$4,215.24	99310	06/02/2016	Public Safety Retirement Syst	\$20,368.00
99233	06/02/2016	Apache Signs Inc.	\$23.87	99311	06/02/2016	Public Safety Retirement Syst	\$20,260.81
99234	06/02/2016	Arizona Correctional Educators, Inc.	\$570.00	99312	06/07/2016	Alvarez, Frances Naomi	\$37.50
99235	06/02/2016	Arizona Dept of Corrections - Douglas	\$289.00	99313	06/07/2016	Alvarez, Jesus Roberto	\$47.50
99236	06/02/2016	Arizona Dept of Corrections - Douglas	\$48.00	99314	06/07/2016	Alvarez, Roberto T	\$118.90
99237	06/02/2016	Arizona Dept of Revenue	\$951.31	99315	06/07/2016	Alvarez, Rufolph H	\$115.00
99238	06/02/2016	Arora, Mona	\$3,195.00	99316	06/07/2016	Amarillas-Alvarez, Stephanie Nicole	\$115.00
99239	06/02/2016	Baker & Taylor, Inc.	\$4,311.56	99317	06/07/2016	Anbinder, Deborah Emily	\$146.51
99240	06/02/2016	BI Incorporated	\$1,032.71	99318	06/07/2016	Arevalos, Sandra Jean	\$61.12
99241	06/02/2016	Blackstone Audiobooks	\$543.97	99319	06/07/2016	Ballier, Debra Yolanda	\$115.00
99242	06/02/2016	Brown, Mark L	\$210.00	99320	06/07/2016	Benavidez, Frank	\$180.52
99243	06/02/2016	Canyon Vista Medical Center	\$6,758.08	99321	06/07/2016	Bernard, Donna Galbraith	\$300.00
99244	06/02/2016	Cardinal Health Inc.	\$718.68	99322	06/07/2016	Bethel, Jonnie Belle	\$140.00
99245	06/02/2016	CDW Government	\$1,183.53	99323	06/07/2016	Beyer, Gene E	\$115.00
99246	06/02/2016	CenturyLink	\$273.68	99324	06/07/2016	Bohling, Linda K	\$115.00
99247	06/02/2016	CenturyLink	\$442.27	99325	06/07/2016	Bos, Wanda J	\$115.00
99248	06/02/2016	Complete EM, LLC	\$9,950.00	99326	06/07/2016	Burns, Linda M.	\$140.00
99249	06/02/2016	Cooke, Stephen R.	\$180.00	99327	06/07/2016	Carberry, Lucinda Louise	\$115.00
99250	06/02/2016	Crowell, Patricia	\$61.56	99328	06/07/2016	Carrillo, David V	\$115.00
99251	06/02/2016	Demco Inc.	\$2,807.18	99329	06/07/2016	Chavez, Isidro	\$124.80
99252	06/02/2016	Deneke, Buffy	\$942.40	99330	06/07/2016	Choate, C C	\$115.00
99253	06/02/2016	Diamondback Police Supply Co	\$39.53	99331	06/07/2016	Cisneros, Juan	\$135.70
99254	06/02/2016	Douglas Police Dept	\$3,260.25	99332	06/07/2016	Cohen, Pamela Karen	\$115.00
99255	06/02/2016	EBSCO Subscription Service	\$1,330.81	99333	06/07/2016	Cohorn, Katherine A	\$100.00
99256	06/02/2016	Federal Express Corporation	\$5.89	99334	06/07/2016	Cohorn, Phyllis	\$115.00
99257	06/02/2016	Gale Group	\$111.48	99335	06/07/2016	Corey, Karen R. MS	\$467.50
99258	06/02/2016	Gasper, Louis C	\$15.66	99336	06/07/2016	Cotton, Terry Michael	\$115.00
99259	06/02/2016	Green, Daniel D	\$45.36	99337	06/07/2016	Crowell, Patricia	\$115.00
99260	06/02/2016	Hancock, Charles	\$55.08	99338	06/07/2016	Davis III, Arnold D	\$115.00
99261	06/02/2016	Honorable Thomas L Fink	\$94.93	99339	06/07/2016	Davis Jr, Arnold D	\$115.00
99262	06/02/2016	Knowledge Capital Alliance, Inc.	\$5,140.00	99340	06/07/2016	Davis, Jeanette H	\$115.00
99263	06/02/2016	Madrid, Isabel	\$225.00	99341	06/07/2016	Davis, Jennifer R	\$73.70
99264	06/02/2016	Nyander, Penny Sue	\$806.40	99342	06/07/2016	de la Cruz, Judy	\$100.00
99265	06/02/2016	Padia, Debra Ann	\$40.00	99343	06/07/2016	Dekeizer, John P	\$115.00
99266	06/02/2016	Prudential Overall Supply	\$146.34	99344	06/07/2016	Despain, Elizabeth	\$131.80

99345	06/07/2016	Diaz, Aritta Kaye	\$115.00	99423	06/07/2016	Martzke, James F.	\$115.00
99346	06/07/2016	Dillingham, Bruce Edward	\$115.00	99424	06/07/2016	Martzke, Vicki J.	\$140.00
99347	06/07/2016	Dobkowski, John J	\$115.00	99425	06/07/2016	Mason, Barbara Jean	\$115.00
99348	06/07/2016	Dunbar, Susan Musgrave	\$187.50	99426	06/07/2016	Masters, Susan	\$115.00
99349	06/07/2016	Earhart, Barbara J	\$134.32	99427	06/07/2016	Mastin, Georgia Ann	\$115.00
99350	06/07/2016	Eberly, Glenn A	\$50.00	99428	06/07/2016	McFalls, Allyne Rene	\$115.00
99351	06/07/2016	Eberly, Glenn A	\$115.00	99429	06/07/2016	McVean, Christine A	\$25.00
99352	06/07/2016	Election Systems & Software LLC	\$6,146.16	99430	06/07/2016	Mead, Raymond R.	\$115.00
99353	06/07/2016	Ellsworth, Daniel Mark	\$55.00	99431	06/07/2016	Meneses, Jesus A	\$45.00
99354	06/07/2016	Emerson-Roberts, Michele	\$112.60	99432	06/07/2016	Mims, Joy R	\$50.00
99355	06/07/2016	Escobedo, Cesar M	\$134.86	99433	06/07/2016	Miranda, Ruben G	\$140.00
99356	06/07/2016	Evans, Bessie M	\$140.00	99434	06/07/2016	Monson, Clarence R	\$115.00
99357	06/07/2016	Fernandez, Delia	\$115.00	99435	06/07/2016	Monson, Marcia M	\$115.00
99358	06/07/2016	Fimbres, Javier F	\$115.00	99436	06/07/2016	Montgomery, Robert W	\$50.00
99359	06/07/2016	First Baptist Church	\$250.00	99437	06/07/2016	Moon, Charlotte K	\$100.00
99360	06/07/2016	Fix, Janie F	\$131.80	99438	06/07/2016	Moringello, Anthony	\$115.00
99361	06/07/2016	Fleming, Patricia	\$838.35	99439	06/07/2016	Mountain Vista Baptist Church	\$75.00
99362	06/07/2016	Fleming, Robert L	\$20.00	99440	06/07/2016	Munoz Salcido, Ana Louisa	\$115.00
99363	06/07/2016	Forbes-Slaven, Amanda May	\$115.00	99441	06/07/2016	Munoz, Cornelia G	\$100.00
99364	06/07/2016	Frank, Pamela G	\$140.00	99442	06/07/2016	Nash, Arthur E.	\$100.00
99365	06/07/2016	Fry, James J	\$115.00	99443	06/07/2016	Naugle Sr, James R	\$115.00
99366	06/07/2016	Fry, Ruth Ellen	\$115.00	99444	06/07/2016	Nickell, Kyle Clark	\$121.92
99367	06/07/2016	Fuentes, Lorenzo G	\$115.00	99445	06/07/2016	Niehm, Barbara E	\$115.00
99368	06/07/2016	Fulton, Stephanie Jane	\$72.86	99446	06/07/2016	Ocano, April Denise	\$870.00
99369	06/07/2016	Fyffe, Nancy Brubaker	\$140.00	99447	06/07/2016	Olsen, Gladys E	\$100.00
99370	06/07/2016	Garcia, Alma	\$100.00	99448	06/07/2016	Padia, Valerie E.	\$115.00
99371	06/07/2016	Garcia, Daniel Z	\$115.00	99449	06/07/2016	Padia, Virginia R	\$115.00
99372	06/07/2016	Garcia, Helen Marie	\$100.00	99450	06/07/2016	Parks, Peggy E	\$115.00
99373	06/07/2016	Gartner, John Rollin	\$115.00	99451	06/07/2016	Penrose, David W.	\$50.00
99374	06/07/2016	Gasper, Jo Ann	\$100.00	99452	06/07/2016	Peralta, Yolanda L	\$115.00
99375	06/07/2016	Gilbert, Charlotte B	\$115.00	99453	06/07/2016	Pike, Wanda E	\$153.44
99376	06/07/2016	Girsch, Carrie Ellen Mitten	\$100.00	99454	06/07/2016	Price, Andrew E	\$114.92
99377	06/07/2016	Grady, Carolyn J	\$115.00	99455	06/07/2016	Priest, Nancy H	\$582.50
99378	06/07/2016	Grainger, Roberta	\$173.60	99456	06/07/2016	Rauch, Arlie David	\$115.00
99379	06/07/2016	Gutierrez, Linda	\$115.00	99457	06/07/2016	Redding, Joye L	\$115.00
99380	06/07/2016	Hady, Nora	\$115.00	99458	06/07/2016	Rice, Valerie June	\$100.00
99381	06/07/2016	Hansen, Karla F	\$115.00	99459	06/07/2016	Rineer, Patsy L	\$115.00
99382	06/07/2016	Hardwick, Russell	\$140.00	99460	06/07/2016	Rivera, Guadalupe A	\$140.00
99383	06/07/2016	Harris, Kara Lucille	\$115.00	99461	06/07/2016	Rodriguez, Edna M.	\$115.00
99384	06/07/2016	Hartman, Diane Kay	\$134.32	99462	06/07/2016	Rosenberg, Eve	\$115.00
99385	06/07/2016	Hayden-Molloy, Jean	\$115.00	99463	06/07/2016	Ross, Patricia	\$50.00
99386	06/07/2016	Hays, Nancy J	\$115.00	99464	06/07/2016	Ross, Ramiro	\$50.00
99387	06/07/2016	Heideman, Cynthia A	\$127.60	99465	06/07/2016	Sanders, Evadean	\$115.00
99388	06/07/2016	Heisner, Jeremy	\$40.00	99466	06/07/2016	Saunders, Rita	\$115.00
99389	06/07/2016	Highley, Cynthia	\$115.00	99467	06/07/2016	Schoder-Ehri, William L	\$115.00
99390	06/07/2016	Hills, Frances	\$237.50	99468	06/07/2016	Schurian, Barbara Lee	\$115.00
99391	06/07/2016	Hindbaugh, Julia Perry	\$123.40	99469	06/07/2016	Shaver, Linda J	\$115.00
99392	06/07/2016	Holder, Maxine P	\$100.00	99470	06/07/2016	Sheldahl, Lois Marie	\$115.00
99393	06/07/2016	Hurtado, Gloria	\$140.00	99471	06/07/2016	Shipley, Rita	\$25.00
99394	06/07/2016	Jansen, Keith	\$140.00	99472	06/07/2016	Silva, Patricia	\$275.00
99395	06/07/2016	Jennings, Edith	\$115.00	99473	06/07/2016	Simmons, Sara Lynn	\$162.68
99396	06/07/2016	Jespersion, Aleta May	\$115.00	99474	06/07/2016	Slater, Howard F	\$115.00
99397	06/07/2016	Johnson, Gregory L.	\$50.00	99475	06/07/2016	Smith, JoAnn A	\$126.76
99398	06/07/2016	Johnson, Suzanne V	\$50.00	99476	06/07/2016	Smith, Linda S	\$410.00
99399	06/07/2016	Jones, Florence J	\$100.00	99477	06/07/2016	Starr, Richard C	\$115.00
99400	06/07/2016	Jones, Harlan LeRoy	\$100.00	99478	06/07/2016	Stephens, Asa	\$100.00
99401	06/07/2016	Kelso II, David Howard	\$100.00	99479	06/07/2016	Stoner, Elizabeth Ashe	\$115.00
99402	06/07/2016	Kennon, Maria	\$140.00	99480	06/07/2016	Stout, Marty	\$115.00
99403	06/07/2016	Kirkley, Linda D	\$115.00	99481	06/07/2016	Stout, Michael W.	\$115.00
99404	06/07/2016	Kirkley, Thomas W	\$115.00	99482	06/07/2016	Sullivan, Jean	\$156.80
99405	06/07/2016	Klump, J. Kathryn	\$115.00	99483	06/07/2016	Sutro, Livingston	\$230.00
99406	06/07/2016	Knight, Frank	\$115.00	99484	06/07/2016	Swanner, Julie	\$115.00
99407	06/07/2016	Knoche, Jayne	\$115.00	99485	06/07/2016	Szluok, Mary C	\$100.00
99408	06/07/2016	Kuttner, Lou G. (Ludwig)	\$140.00	99486	06/07/2016	Taylor, Carol Ann	\$50.00
99409	06/07/2016	Lamberton, Karen Lynn	\$55.00	99487	06/07/2016	Taylor, John B	\$100.00
99410	06/07/2016	Larned, Michele	\$236.80	99488	06/07/2016	Thames, Dolores Kathleen	\$115.00
99411	06/07/2016	Lawson, Marilyn R	\$116.68	99489	06/07/2016	Tilton, Ida Louise	\$115.00
99412	06/07/2016	Lenhardt, Becky Lou	\$115.00	99490	06/07/2016	Tingle, Joyce S	\$115.00
99413	06/07/2016	Love, Glenda M	\$100.00	99491	06/07/2016	Tuan, Maryclare	\$115.00
99414	06/07/2016	Lugo, Guillermo A	\$157.00	99492	06/07/2016	Tritz, Judith Linda	\$115.00
99415	06/07/2016	Lujan Robert E	\$140.00	99493	06/07/2016	Valenzuela, Ulises A	\$392.50
99416	06/07/2016	Lujan, Charlene L	\$115.00	99494	06/07/2016	Wahlen, Dennis J	\$140.00
99417	06/07/2016	Malarchik, Brenda L	\$115.00	99495	06/07/2016	Walker, David B	\$100.00
99418	06/07/2016	Marsett, Donna R	\$115.00	99496	06/07/2016	West, James D	\$50.00
99419	06/07/2016	Marshall, Linda Eloise	\$300.00	99497	06/07/2016	Westover, Emily Celine	\$100.00
99420	06/07/2016	Marshall, Steve J	\$260.00	99498	06/07/2016	Whittaker, Brenda J	\$108.40
99421	06/07/2016	Martinez, Lupe S	\$122.85	99499	06/07/2016	Wilhelm, Edward	\$115.00
99422	06/07/2016	Martinez,Kathy	\$115.00	99500	06/07/2016	Williamson, Lelia V	\$115.00

99501	06/07/2016	Williamson, Teri	\$100.00
99502	06/07/2016	Wisniewski, Anthony T	\$115.00
99503	06/07/2016	Woods, Julietta	\$115.00
99504	06/07/2016	Wysong, Lorenza Lopez	\$115.00
99505	06/07/2016	Young, Guadalupe L	\$115.00
99506	06/07/2016	Boone, Rhonda R	\$118.40
99507	06/07/2016	Dizon, Jinrim Agao	\$100.00
99508	06/07/2016	Moreno, Laura Navil	\$140.00
99509	06/07/2016	Polm, James Richard	\$100.06
99510	06/07/2016	Renteria, Marisol F	\$139.80
99511	06/07/2016	Rios, Luis M	\$202.64
99512	06/07/2016	Wooley, Stacey L	\$169.30

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, June 14, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 14, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

Chairman Searle 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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 24, 2016.

Community Development

2. Adopt Resolution 16-17 authorizing the abandonment of a public right-of-way located south of Willcox.
3. Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and related Maintenance Services with Banning Creek Enterprises, LLC in the not to exceed amount of \$250,000 for the Community Development Highway and Floodplain Division.

County Attorney

4. Approve an amendment to the contract with Catholic Community Services (CSS), the agency which provides home study services for the families for whom Cochise County provides adoption assistance, as per A.R.S. 8-127 to update the CSS payment address; the attorney to Lauri Owen, who handles adoptions for the County; and extend the end date to June 30, 2021.

County Sheriff

5. Approve grant agreement HT-16-2625 with the Southwest Border Arizona Region High Intensity Drug Trafficking Area (HIDTA) for the Sheriff's Office to participate in the Southern Arizona Major Investigative Team (SAMIT) in the amount of \$142,900 for salaries, partial fringe benefits (ERE), and supplies effective January 1, 2016 through December 31, 2017.
6. Approve an Intergovernmental Agreement (IGA) by and between Cochise County and the City of Bisbee regarding the provision of law enforcement patrol and personnel, effective for one year with one automatic annual renewal unless terminated by either party pursuant to the termination clause.
7. Approve Modification of Grant or Agreement #12-LE-11030518-001, Modification 004, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2016 through December 31, 2016 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.
8. Approve an Intergovernmental Agreement (IGA) with the Fry Fire Department and the Cochise County Sheriff's Office for the use of certified Paramedics to participate in the Sheriff's Office SWAT Tactical Emergency Medical (TEM's) program; including required monthly training and tactical operations with reimbursement of up to \$10,000 annually to the Fry Fire Department from the Sheriff's Office "Rico" account.

Emergency Services

9. Approve renewal of Arizona Land Lease 018-101928-00 for road access to the Dos Cabezas Radio Tower site.

Facilities

10. Approve a month-to-month lease agreement at BDI Hangar T4096 with Javier Armenta, dba Just Aviation LLC for the sum of \$525 per month, effective September 1, 2016.

Finance

11. Approve demands and budget amendments for operating transfers. Warrants Nos. 99040-99051, 99062-99305, 99312-99512, 99523-99554, 99745-99746 were issued in the amount of \$1,957,209.28.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	AZ Department of Corrections - Douglas	\$32.00
147	Ellis, Michael R.	592.19

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

Health & Social Services

12. Approve payment of an over six month inmate dental claim with date of service April 30, 2015 in the amount of \$1,757.
13. Approve the Arizona Department of Health Services IGA contract #ADHS17-133164 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$220,682.49, effective July 1, 2016 and ending June 30, 2017.

Indigent Defense

14. Approve the renewal of contracts for Indigent Defense Contract Services to fifteen attorneys listed in the attached exhibit A for the period of July 1, 2016 through June 30, 2017.

Procurement

15. Approve the renewal of Contract No. 15-30-SHF-03 for Food Service for Jail and Juvenile Facilities with Trinity Services Group. Inc. for the period of July 1, 2016 through June 30, 2017 in the estimated amount of \$475,000.

Workforce Development

16. Approve the appointment of Ms. Teresa Celestine to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2018.

Supervisor English moved to approve items 1-16 on the Consent Agenda. Vice-Chairman Call seconded the motion and it carried unanimously.

Chairman Searle noted that he would hear the Action Agenda next.

PUBLIC HEARINGS

Board of Supervisors

17. Uphold the decision of the Planning and Zoning Commission approving SU-16-04 (Kriaris), a request for a Special Use to allow for the cultivation and infusion of medical marijuana on a 40-acre RU-10, D-Rural zoned property, APN 305-55-015, located at 6950 S. Covered Wagon Rd., Willcox, AZ.

Ms. Jesse Drake, Planning Manager, Planning & Zoning Division, Community Development Department, presented this item using a PowerPoint presentation. Ms. Drake gave the background:

- On April 13, 2016 the Planning and Zoning Commission unanimously approved a Special Use request for a medical marijuana cultivation and infusion facility on a 40-acre, RU-10, D-Rural zoned parcel; APN 305-55-015.
- This use is considered a Special Use in Rural districts under Sections 607.26 and 607.55 of the Zoning Regulations.
- On April 25, 2016 Cynthia M. Traylor submitted an application to Appeal the Planning and Zoning Commission's decision.

Ms. Drake showed a map of the location, surrounding conditions, the conceptual site plan and information that the site is not in flood zone, not in the Douglas Irrigation Non-expansion Area (INA), water recycling and conservative measures, and locked and enclosed greenhouses were proposed, the project will meet setbacks and provide adequate parking, and that a future

phasing plan is shown to address future demand. She then showed pictures of the site and covered the key points on the staff memo to the Planning and Zoning (PNZ) Commission:

- No dispensary.
- Meets all separation/spacing requirements.
- 3-5 employees in Phase One; up to 24 employees at full build-out.
- On-site housing for some employees will reduce traffic.
- Locked and enclosed greenhouses.
- Charcoal filters to capture and remove odors.
- Organic growing and non-polluting organic pesticides.
- County will inspect for fire safety compliance.
- No light trespass, only lighting as required by the County and State.
- No modifications or waivers requested.
- Plants processed inside a secure building.
- Products sold in Phoenix area.
- Uses existing well and water conservation measures; water consumption regulated by Arizona Department of Water Resources (ADWR).
- Required fencing and security is regulated by the State.
- Licenses for medical marijuana dispensaries and cultivation areas are issued by the Arizona Department of Health Services. Permits are issued after proper security and containment measures are approved by the State.

Ms. Drake moved on to the factors staff uses to make recommendations based on Special Use criteria found in the County's Zoning Regulations along with a note on whether the applicant complied/did not comply/not applicable:

1. Compliance with Duly Adopted Plans: **Complied**
2. Compliance with the Zoning District Purpose Statement: **Complied**
3. Traffic Circulation Factors: **Complied**
4. Adequate Services and Infrastructure: **Complied with Conditions**
5. Significant Site Development Standards: **Complied**
6. Public Input: **(from the original application) Complied**
7. Hazardous Materials: **Complied**
8. Off-Site Impacts: **Complied**
9. Water Conservation: **Complied**
10. Development Along Major Streets: Not Applicable

She gave a brief summary of the discussion by the PNZ Commission and noted that five members of the public had spoken in opposition:

- Mr. Richard Frank and Ms. Brenda Frank submitted cards in opposition but did not address the Commissioners.
- Ms. Cindy Traylor, the appellant, spoke in opposition citing fire and police response times, potential hazards with the use of butane in the processing facility, road maintenance and off-site impacts from odors.
- Ms. Peggy Ottens from Willcox spoke citing fire and police protection issues and the potential of attracting criminals to the area
- Mr. Paul Ottens also spoke citing concerns about grading and drainage on the site and the unreliability of services in the area.

She stated that the PNZ Commission unanimously approved the Special Use and then listed the reason why the Appellant did not agree with the decision of the PNZ Commission. She listed what the application for Appeal of a Special Use is required to include:

1. An identification of the decision being appealed;
2. A complete statement of all reasons why the Appellant believes that the decision, or any part of the decision, was erroneous, arbitrary, capricious, or an abuse of discretion; and
3. Written presentation of additional testimony and evidence, a full explanation of the additional testimony and evidence that will be submitted, with an explanation of why this

was not presented to the Planning Commission.

She went over the analysis of the Appeal request:

- Portions of the Appeal attachment were read at the Commission hearing.
- Residents were properly noticed and the public were allowed to speak.
- RU (Rural) is not a residential zoning category; although there are residential homes in the area, much more intensive uses are allowed by right in this rural district, such as RV parks, veterinary clinics or meat processing plants.
- Staff was contacted by the Fire Chief from the Chiricahua Fire District in response to the neighbors' concerns about fire response times; Chief Levine stated that the response time to a fire in that location would be under ten minutes.
- In addition, the proposal is located ½ mile from the 60-acre industrial pumping station for the El Paso Natural Gas pipeline which would have a much great impact to the neighborhood should a fire occur at that location.
- Flooding potential, light trespass, traffic and roadway conditions, off-site odors, and hazardous material safety are regulated by the County.
- Water consumption and environmental contamination are regulated by the State of Arizona and are not under the regulatory authority of the County

She showed statistics on the number of petitions sent opposed to the project (199) and those in favor of the project (730). Ms. Drake presented the data in forms and pie charts that showed there was more public opposition to the Appeal (support for the project) in total, in Cochise County and in the Willcox area. She said that the only factor in favor of the Appeal was the letters of support for the Appeal, then listed the factors in favor of denying the appeal:

1. Medical marijuana cultivation and infusion facilities are authorized by the State of Arizona;
2. Medical marijuana land uses are allowed as Special Uses in the Rural Districts in Cochise County;
3. The proposal complies with the Adopted Comprehensive Plan Agriculture and Ranching, Economic Development and Rural Character Elements;
4. The proposal complies with the Zoning ordinance Category D purpose statement;
5. No modifications to design standards were requested;
6. The proposal will employ water conservation measures;
7. The proposal, with the recommended Conditions of Approval, will comply with nine of the ten Special Use factors used by staff to analyze this request, the one additional factor was not applicable to this request;
8. The proposal will provide jobs for up to three to five employees in Phase One, and up to 24 employees at full build-out; and
9. At full build-out the traffic generated by this proposal would be less than if the site were developed as a residential use.
10. Staff finds no land use factors that were not addressed in the Planning and Zoning Commission hearing.
11. 730 residents sent letters in opposition to the appeal to overturn the Planning and Zoning Commission approval (in support of the project).

She said that based on the Factors in Favor of Denial of the Appeal, staff recommended upholding the Planning and Zoning Commission's approval of SU-16-04, with the original Conditions of Approval.

Chairman Searle opened the public hearing.

Mr. John Curran, opposed to Appeal, Director of Security for NGK Enterprises, LLC, addressed the Board regarding the current security set up for the facility in Phoenix and noted that there has not been any incidents at the current facility.

Ms. Gale Berry, in favor of Appeal, County resident, addressed the Board regarding her

concerns about medical marijuana being defined as an agricultural use, instead of an industrial and the security involved with this type of facility as well as emergency response times in this rural area.

Mr. Joseph Bernard, opposed to Appeal, General Contractor for NGK Enterprises, LLC, Phoenix facility, addressed the Board on fire precautions at the current facility, noted that all County requirements would be met, and offered to meet with neighbors to address any concerns.

Mr. Chad Preston, in favor of Appeal, County resident, addressed the Board on his concern regarding how this site can adversely affect the property value in the area.

Chief Al Levine, opposed to Appeal, Chiricahua Trails Fire Department, addressed the Board on statistics regarding his department's response time and equipment stating that he had three trucks and adequate water to put out any fire in that location and would be at the site within eight minutes . He also noted that butane is no more dangerous than propane.

Mr. Thomas Hunt, in favor of Appeal, County resident, addressed the Board regarding his concern about allowing a medical marijuana facility in his neighborhood.

Ms. Edna Scott, in favor of Appeal, County resident, addressed the Board regarding her concern about supporters of this project not being local and therefore unaffected by a medical marijuana facility being built. She added that she was also concerned about water usage and the lack of public outreach notifying local residents of this project.

Mr. Rhona MacMillan, in favor of Appeal, County resident, addressed the Board on her concerns regarding the negative effect this type of project can have on the growing wine businesses in the area, as well as the classification of this being an "agricultural" and not industrial.

Mr. Paul Ottens, in favor of Appeal, County resident, addressed the Board on his concerns regarding criminal activity connected to these types of facilities as well as local agency emergency response time.

Ms. Susan Arbuthnot, in favor of Appeal, County resident, addressed the Board on her concerns regarding the facility's compatibility with the neighborhood, since it is more of an industrial business, the emergency response times. Also, handed the Chairman an additional 27 petitions in favor of the Appeal.

Mr. John Arbuthnot, in favor of Appeal, County resident, addressed the Board on his concerns regarding the project affecting the original intention of what the Chiricahua Trails Ranches was supposed to be, a residential area with a rural quality. He added that he was also concerned with emergency response times, inadequate fire protection, roads not properly maintained to withstand the traffic from this project, and water usage.

Ms. Carol Adcock, in favor of Appeal, County resident, addressed the Board regarding her concerns about turning the neighborhood into an industrial area, water usage of the medical marijuana facility, and the possible increase of criminal activity.

Ms. Peggy Ottens, in favor of Appeal, County resident, addressed the Board regarding her concerns about changing the neighborhood setting, security involved with this type of business, and the petitions in favor of this project coming from people who are not affected.

Ms. Cynthia Traylor, Appellant, addressed the Board regarding her concerns regarding the industrial nature of this project and the strong opposition of local residents in the area, as well

as fire protection in case of an emergency.

Ms. Lucy Flessner, in favor of Appeal, County resident, addressed the Board regarding her concerns regarding security, local resident opposition, and industrial nature of project.

Chairman Searle listed those that did not want to speak, but wanted to be heard on the record.

In Support of Appeal:

Lynn Flessner
Ronald Berry
Stuart Carter

Opposed to Appeal:

Melissa Armenta
June Heath
Nick Cureatos
Catherine McAllister
William Bushard

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

Mr. Adam Trenk, Rose Law Group, Applicant's attorney, gave a presentation and noted he was representing an additional nine people opposed to the appeal. He said that his presentation would focus on the merits of Special Use application, why the Appeal should fail, and request that the Board deny the Appeal affirming the unanimous decision of the Planning and Zoning Commission. He showed a map of the area and that surrounding properties are already used for commercial agricultural purposes and that from a distance buildings involved with business are not an eye sore.

He listed the merits of the Special Use application:

- Compliance with duly adopted plans
- Compliance with zoning district purpose statement
- Development along major streets and traffic circulation factors
- Adequate services and infrastructure
- Significant site development
- Public input
- Off-site impacts & hazardous materials
- Water Conservation

He added that the Applicant was a family-owned business who currently operated a similar business who had conformed with all State and local laws and regulations. He stated that there was a lot of community support with more than 200 County residents in support of the project and gave some statistics about the residents in favor. He added that the award of the Special Use authorization was not the establishment of a new policy, but an implementation of an existing policy.

He went over the procedural failings of the Appeal and addressed each concern cited by the Applicant separately.

He then listed the reasons why the Board should deny the appeal:

- The Appeal Should Fail by Any Objective Measure.
 - The Appeal is both Procedurally and Substantively Deficient.
 - Reasons given for why the appellant believed that the Planning Commission's unanimous decision was erroneous do not hold water.

- The appellant has not presented any relevant new “evidence.”
- Most of the alleged “reasons” to grant the appeal had been heard by the Planning Commission, lack substance, and are predicated on fear
- Granting this Appeal sets bad precedent.
- This appeal is distinguished from previous marijuana cultivation appeals:
 - Applicant firmly established in the industry;
 - All criteria met;
 - Enormous community support for the use.
- There has been overwhelming support from over 200 Cochise County Residents.
- The SUP meets or exceeds all criteria for approval.
- Unanimously approved by *your* appointees on the Planning Commission.
- The establishment of this agribusiness operation will create jobs, and bring revenues into Cochise County.
- Cathy’s Compassion Center was approved for cultivation and dispensary and has been operating without incident.
- Affirm the SUP

Mr. Trenk finished his presentation noting that considering all factors and considerations there is no reason to uphold the Appeal as the Applicant has met all required criteria.

Chairman Searle thanked everyone for attending the public hearing and sharing their concerns. He noted that he lives a short distance from Cathy’s Compassion Center and they have been a good neighbor. He said that the project was in his district and that he was very familiar with the area and the property. He noted that public input was an important part of issuing these types of permits and that is why it had been included in the criteria. He stated that there were several good points brought up in opposition and public input from the community was important to him and therefore he could not support this permit.

Supervisor English said that defining the area as a neighborhood was stretching the definition and she also did not think that the Appeal presented new information that was not available to the Planning and Zoning Commission. She also noted that the legality issue is not to be considered as this type of business is legal in the State. She said due to all these factors she was going to support the decision of the Planning & Zoning Commission.

Vice-Chairman Call said that he thought it was the Commission’s job to make a decision on the facts, but the Board was elected to make decisions on what is best for the community. He stated that he was impressed with the neighborhood commitment to make their concerns known especially since they are not well versed in these types of processes. He noted that although this was not a typical neighborhood, it was a neighborhood with a community feel none the less and due to all these factors he would support the Appeal.

Vice-Chairman Call moved to deny the decision of the Planning and Zoning Commission approving SU-16-04 (Kriaris), a request for a Special Use to allow for the cultivation and infusion of medical marijuana on a 40-acre RU-10, D-Rural zoned property, APN 305-55-015, located at 6950 S. Covered Wagon Rd., Willcox, AZ. Chairman Searle seconded the motion.

Chairman Searle stated that the commission members had advised him of concerns they had about the advice given to them by the County Attorney’s Office to disregard public input.

Ms. Orduno, Deputy County Attorney, said she would get clarification from the County Attorney about the weight, if any, public input should have on the Commission’s decisions.

Vice-Chairman Call advised Ms. Orduno that he believed the weight to be given to public input by the Commission is a policy decision. He further advised that he did not want the County Attorney to make a decision without input from the Board. He asked that a meeting be held to

decide this policy issue and that the Board be included in the meeting.

Chairman Searle called for the vote and it was approved 2-0-1 (English opposed).

Community Development

18. Adopt Zoning Ordinance 16-02 to approve Docket R-16-01 for the proposed amendments to the Cochise County Zoning Regulations to clarify, standardize, and simplify language.

Ms. Dora Flores, Zoning Administrator, Planning & Zoning Division, Community Development Department, presented this item using a PowerPoint presentation. Ms. Flores discussed the proposed changes.

Vice-Chairman Call asked if these changes could be discussed in a work session before the Board voted on them.

Mr. Vlahovich said that we could table today's item and staff could prepare for a work session.

Supervisor English said that she was in support of the changes, but did not mind holding a work session to discuss in more detail.

Chairman Searle opened the public hearing.

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

Vice-Chairman Call moved to table this item until the July 26, 2016 Regular Board Meeting. Supervisor English seconded the motion.

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

ACTION

Board of Supervisors

19. Approve the Minutes of the emergency meeting of the Board of Supervisors of May 26, 2016.

Vice-Chairman Call moved to approve the Minutes of the emergency meeting of the Board of Supervisors of May 26, 2016. Supervisor English seconded the motion.

Ms. Arlethe Rios, Clerk of the Board, presented this item. Ms. Rios said that the reason for the emergency meeting was at the request of the Secretary of State's Office to have the Board re-canvass the special election held on May 17, 2016 to correct the voter registration numbers. She added that under statute ARS 38-431.02(D) the Board was authorized to hold an emergency meeting without a 24 hour notice.

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

Community Development

20. Approve an inspection fee waiver request in the amount of \$20 per lot, up to \$5,000 total, submitted by the City of Douglas for the Bay Acres septic abandonment inspections.

Mr. Paul Esparza, Planning & Zoning Director, Community Development Department, presented this item. Mr. Esparza gave the background and said that the request had been made by the City of Douglas to reduce the trade inspection fee from \$50 to \$30 per unit in association with the septic tank abandonment inspections in conjunction with the Bay Acres Sewer Collection System Improvements Project. He added that the request is up to \$5,000 and staff does recommend approval.

Supervisor English moved to approve an inspection fee waiver request in the amount of \$20 per lot, up to \$5,000 total, submitted by the City of Douglas for the Bay Acres septic abandonment inspections. Vice-Chairman Call seconded the motion.

Mr. Vlahovich said he also recommended approval of the fee waiver.

Supervisor English noted that the project grant was funded by the United States Department of Agriculture (USDA) and that the City of Douglas was involved because they own the sewer system. She added that this was a good project for the Bay Acres community as the septic systems in that area have been problematic.

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

21. Approve an Intergovernmental Agreement (IGA) with The City of Douglas for reimbursement to Cochise County for road repairs necessitated by sewer line placement on Washington Avenue and streets in Bay Acres in the amount of \$322,853 as stipulated in the agreement.

Ms Karen Riggs, Highway & Floodplain Director, presented this item. Ms. Riggs gave background. She said that they had been working with the City to repair County roads where sewer lines will be placed. She added that staff recommended approval of this IGA as it gives the County more flexibility.

Chairman Searle asked if all of the County's costs would be covered.

Ms. Riggs said that the funding should cover all of the material and a substantial part of the work.

Supervisor English clarified that the funding source was the United States Department of Agriculture (USDA).

Vice-Chairman Call asked what the length of the project was and where the County portion was coming from.

Ms. Riggs said that it would take about a year to upgrade the sewer plant, then another year to prepare for the project. She added that this project would be funded by the regular operations fund on the County's side.

Vice-Chairman Call moved to approve an Intergovernmental Agreement (IGA) with The City of Douglas for reimbursement to Cochise County for road repairs necessitated by sewer line placement on Washington Avenue and streets in Bay Acres in the amount of \$322,853 as stipulated in the agreement. Supervisor English seconded the motion.

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

22. Approve Amendment Two to Intergovernmental Agreement (IGA) 11-0371 between the State of Arizona and Cochise County for transfer of Federal Funds from Milepost 5 and 13 to Milepost 9.9 on Davis Road.

Ms. Karen Lamberton, County Transportation Planner, Community Development Department, presented this item. Ms. Lamberton gave an update on the project, the background, and said that the County has paid the required match, the funds just have to be put in place in order for this project to move forward.

Chairman Searle noted that the funds had been allocated by Congress a couple of years back. He noted that the Southeastern Arizona Government Organization (SEAGO) had also provided funding, as well as the County.

Supervisor English moved to approve Amendment Two to Intergovernmental Agreement (IGA) 11-0371 between the State of Arizona and Cochise County for transfer of Federal Funds from Milepost 5 and 13 to Milepost 9.9 on Davis Road. Vice-Chairman Call seconded the motion.

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

CALL TO THE PUBLIC

Chairman Searle opened the call to the public.

Ms. Jean Welker, Bowie resident, addressed the Board regarding her concerns about police coverage in the rural areas of the County. She asked that the Board consider increasing the Sheriff's Office budget so that they can provide more coverage of the rural areas, specifically Bowie, who has started a night watch group.

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

No one else chose to speak and Chairman Searle 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 said the the Administrators group would be having a retreat tomorrow to discuss strategies on how to move forward during the upcoming fiscal year.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Vice-Chairman Call said he would be the guest speaker at the Southeastern Arizona Contractor's Association (SACA) meeting; and attending the following events: Colonel Tony Boone's, Garrison Commander at Fort Huachuca, retirement ceremony; Movies in the Park in Sierra Vista, the Monument Fire appreciation BBQ hosted by Pizzeria Mimosa; and the Change of Command ceremony for the incoming garrison commander.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Richard Searle

Chairman Searle deferred his report.

7.

Chairman Searle adjourned the meeting at 12:26 p.m.

APPROVED:

Richard R. Searle, Chairman

ATTEST:

Arlathe G. Rios, Clerk of the Board

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 06/28/2016

Docket Z-16-01 (Slaughter) - A request to Amend the Zoning of Parcel 106-15-015C to RU-4 from RU-2 and R-36

Submitted By: Peter Gardner, Community Development

Department: Community Development **Division:** Planning & Zoning

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

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

NAME of PRESENTER: Peter Gardner **TITLE of PRESENTER:** Planner I

Docket Number (If applicable): Z-16-01 (Slaughter)

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

Information

Agenda Item Text:

Adopt Zoning Ordinance 16-03 approving Docket Z-16-01, amending the zoning district designation for parcel 106-15-015C to RU-4 from RU-2 and R-36, pursuant to the request of Mr. John Slaughter.

Background:

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 ft) and RU-2 (Rural; one dwelling per 2 acres) to RU-4 (Rural; one dwelling per four acres). The subject parcel is 24.29 acres and was rezoned in 2005 from RU-4 to the current R-36 and RU-2, with the condition that any development occur under a subdivision plat. The requested rezoning will return the zoning to the original RU-4, and would permit development without a subdivision plat.

The subject parcel, APN 106-15-015C is located on E. KC Williams Lane approximately 900 feet to the east of the intersection of E. KC Williams Lane and N. Zosimo Drive. The Applicant is John Slaughter.

PLANNING AND ZONING COMMISSION

On Wednesday, June 8, 2016, the Planning and Zoning Commission voted 7-0 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.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 24.29 acres

Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet) & RU-2 (Rural; one dwelling per 2 acres)

Proposed Zoning: RU-4 (Rural; one dwelling per 4 acres)

Growth Area: B – Community Growth Area

Plan Designation: Low Density Residential

Area Plan: Babocomari Area Plan

Existing Uses: Vacant

Proposed Uses: Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36 & RU-2	Vacant
South	R-36 & RU-2	Vacant
East	RU-2	Vacant
West	RU-4	Single Family Residential

II. PARCEL HISTORY

In 2005, the Applicant applied for a rezoning from RU-4 to R-36 and RU-2, and was granted Conditional Approval (Docket Z-05-30). Approximately nine acres were granted R-36 zoning, and approximately 15 acres were granted RU-2 zoning.

III. NATURE OF REQUEST

One of the Conditions of Approval of Docket Z-05-30, as prescribed by the adopted Babocomari Area Plan, requires that any residential development at a higher density than RU-4 must proceed under the County's subdivision process. To date, no developer has initiated a subdivision process for the subject parcel. The Applicant, Mr. John Slaughter, is attempting to sell the parcel and wishes to have the zoning reverted to the original RU-4 so that the buyer may build a residence.

Under the current conditional R-36 and RU-2 zonings, the parcel could be split into as many as 16 lots per another condition of Z-05-30. If the zoning is reverted to the original RU-4, than the parcel could not be legally split into more than six lots, and if split into six, would require a subdivision plat under State Law. Therefore, the effective density is being decreased by at least 63% if the rezoning back to RU-4 is approved.

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "B" Community Growth Area and is considered a "Low-Density Residential" area per the Babocomari Area Plan. RU-4 zoning is permitted in the Category "B," "Low-Density Residential" areas, so this request to rezone to RU-4 complies with the Babocomari Area Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Nine of the criteria are applicable to this request, and all of the nine applicable factors are met.

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

The Applicant intends to sell the parcel "as is." The proposal is intended to facilitate standard, rural home site development, but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, the 24.29-acre site is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed. Any new development proposal would be subject to Rural District development standards.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

There is precedent for RU-4 zoning and Rural Residential development in the immediate area; there is currently RU-4 zoning and Rural Residential development adjacent to the parcel.

6. Rezoning to More Intense Districts: Not Applicable

As indicated, this request is for a downzoning, which in this case would reduce the permitted density by approximately 63%.

7. Adequate Services and Infrastructure: Complies

The parcel and the existing road network all support the necessary infrastructure to develop the parcel under the guidelines for the RU-4 zoning designation. Power currently exists along the parcel, and area is served by private wells.

8. Traffic Circulation Criteria: Complies

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. Rezoning from TR-36 and RU-2 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets: Not Applicable

This parcel does not take access off a Major roadway and is not served by roads within the County Maintenance system.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.

11. Unique Topographic Features: Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation: Complies

As this proposed downzoning would reduce permitted maximum density, potential water usage could decrease.

13. Public Input: Complies

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within 1,500 ft. of the subject property on May 16, 2016. Staff posted the property on May 20, 2016 and published a legal notice in the *Bisbee Observer* on May 19, 2016. No responses were received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Complies

The subject property lies within a Category “B”– Community Growth Area and is considered a “Low-Density Residential” area per the Babocomari Area Plan. This designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received no response.

VI. SUMMARY AND CONCLUSION

The rezoning request is for a rezoning, from R-36 (Residential; one dwelling per 36,000 ft) and RU-2 (Rural; one dwelling per 2 acres), to RU-4 (Rural; one dwelling per four acres) on a 24.29-acre parcel located on E. KC Williams Lane approximately 900 feet to the east of the intersection of E. KC Williams Lane and N. Zosimo Drive in the Babocomari Area Plan. This request would eliminate a conditional rezoning that was approved eleven years ago requiring any residential development to occur under a Subdivision Plat. At this time, no developer had proceeded with the subdivision process, and the area is characterized by open expanses, with all current development occurring on parcels zoned RU-4. The Babocomari Area Plan designates the site for Low Density Residential. This designation constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, providing a major Factor in Favor of Approval. A rezoning to the RU-4 district would therefore reflect the policies of the Plan, and would better reflect the existing character of the surrounding neighborhood.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and allow the owner to develop the property.

Factors Against Approval

None

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends **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.

VIII. ATTACHMENTS

1. Application
2. Location Map
3. Agency Comment Memos
4. AYAA Letter Z-05-30

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

If the Board does not approve the Zoning Ordinance, the subject parcel will retain the existing RU-2 and R-36 zoning designations, and will require a subdivision plat to be approved prior to any development.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Staff Memo

Staff Memo Attachments

Exhibit A

Zoning Ordinance



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
 VIA: James Vlahovich, County Administrator
 FROM: Peter Gardner, Planner I
 FOR: Paul Esparza AICP, Planning Director
 SUBJECT: Docket Z-16-01 (Slaughter)
 DATE: June 9, 2016 for the June 28, 2016 Meeting

APPLICATION FOR A REZONING

The Applicant is requesting a rezoning from R-36 (Residential; one dwelling per 36,000 ft) and RU-2 (Rural; one dwelling per 2 acres) to RU-4 (Rural; one dwelling per four acres). The subject parcel is 24.29 acres and was rezoned in 2005 from RU-4 to the current R-36 and RU-2, with the condition that any development occur under a subdivision plat. The requested rezoning will return the zoning to the original RU-4, and would permit development without a subdivision plat.

The subject parcel, APN 106-15-015C is located on E. KC Williams Lane approximately 900 feet to the east of the intersection of E. KC Williams Lane and N. Zosimo Drive. The Applicant is John Slaughter.

PLANNING AND ZONING COMMISSION

On Wednesday, June 8, 2016, the Planning and Zoning Commission voted 7-0 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.

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 24.29 acres
 Current Zoning: R-36 (Residential; one dwelling per 36,000 square feet) & RU-2 (Rural; one dwelling per 2 acres)
 Proposed Zoning: RU-4 (Rural; one dwelling per 4 acres)
 Growth Area: B – Community Growth Area
 Plan Designation: Low Density Residential
 Area Plan: Babocomari Area Plan
 Existing Uses: Vacant
 Proposed Uses: Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	R-36 & RU-2	Vacant
South	R-36 & RU-2	Vacant

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

East	RU-2	Vacant
West	RU-4	Single Family Residential

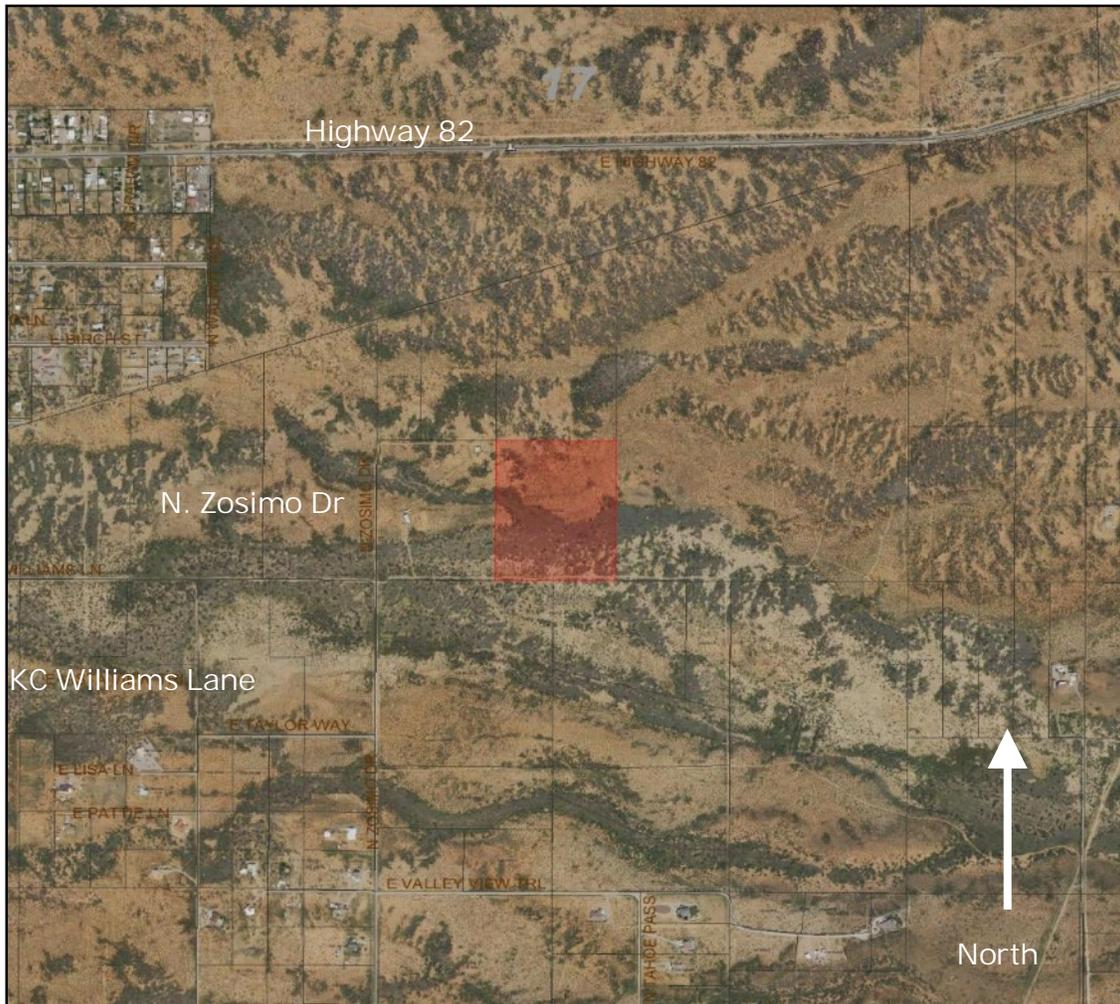
II. PARCEL HISTORY

In 2005, the Applicant applied for a rezoning from RU-4 to R-36 and RU-2, and was granted Conditional Approval (Docket Z-05-30). Approximately nine acres were granted R-36 zoning, and approximately 15 acres were granted RU-2 zoning.

III. NATURE OF REQUEST

One of the Conditions of Approval of Docket Z-05-30, as prescribed by the adopted Babocomari Area Plan, requires that any residential development at a higher density than RU-4 must proceed under the County's subdivision process. To date, no developer has initiated a subdivision process for the subject parcel. The Applicant, Mr. John Slaughter, is attempting to sell the parcel and wishes to have the zoning reverted to the original RU-4 so that the buyer may build a residence.

Under the current conditional R-36 and RU-2 zonings, the parcel could be split into as many as 16 lots per another condition of Z-05-30. If the zoning is reverted to the original RU-4, than the parcel could not be legally split into more than six lots, and if split into six, would require a subdivision plat under State Law. Therefore, the effective density is being decreased by at least 63% if the rezoning back to RU-4 is approved.





A view to the north



A view to the west



A view to the south



A view to the east



A view of the home located to the east

IV. ANALYSIS OF IMPACTS

Mandatory Compliance

Section 2208.03 of the Zoning Regulations requires that the amendment of Zoning District boundaries take place in compliance with the Comprehensive or Area Plan Designation assigned to the area in question. In this case, the subject property lies within a Category "B" Community Growth Area and is considered a "Low-Density Residential" area per the Babocomari Area Plan. RU-4 zoning is permitted in the Category "B," "Low-Density Residential" areas, so this request to rezone to RU-4 complies with the Babocomari Area Plan as detailed below.

Compliance with Rezoning Criteria

Section 2208.03 of the Zoning Regulations provides fifteen criteria used to evaluate rezoning requests. Nine of the criteria are applicable to this request, and all of the nine applicable factors are met.

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

The Applicant intends to sell the parcel "as is." The proposal is intended to facilitate standard, rural home site development, but the parcel would be eligible for the full range of allowed Principal, Accessory, and Special Uses per Article 6 of the Zoning Regulations.

2. Compliance with Applicable Site Development Standards: Complies

As noted above, the 24.29-acre site is undeveloped. Downzoning to RU-4 would not negatively impact the ability of the parcel to be developed. Any new development proposal would be subject to Rural District development standards.

3. Adjacent Districts Remain Capable of Development: Complies

The proposal would not affect the development prospects of any neighboring property.

4. Limitation on Creation of Nonconforming Uses: Complies

If approved, the rezoning would not create any non-conforming land uses.

5. Compatibility with Existing Development: Complies

There is precedent for RU-4 zoning and Rural Residential development in the immediate area; there is currently RU-4 zoning and Rural Residential development adjacent to the parcel.

6. Rezoning to More Intense Districts: Not Applicable

As indicated, this request is for a downzoning, which in this case would reduce the permitted density by approximately 63%.

7. Adequate Services and Infrastructure: Complies

The parcel and the existing road network all support the necessary infrastructure to develop the parcel under the guidelines for the RU-4 zoning designation. Power currently exists along the parcel, and area is served by private wells.

8. Traffic Circulation Criteria: Complies

This rezoning request will not alter the layout or function of the existing roadway network and will not require right-of-way dedication or off-site improvements. Rezoning from TR-36 and RU-2 to RU-4 would decrease the permitted density, with a corresponding decrease in potential traffic.

9. Development Along Major Streets: Not Applicable

This parcel does not take access off a Major roadway and is not served by roads within the County Maintenance system.

10. Infill: Not Applicable

This Factor applies only for rezoning requests to General Business, Light Industry or Heavy Industry.

11. Unique Topographic Features: Not Applicable

As this request is for a downzoning, this factor does not apply.

12. Water Conservation: Complies

As this proposed downzoning would reduce permitted maximum density, potential water usage could decrease.

13. Public Input: Complies

As a downzoning, the Applicant was not required to complete a Citizen Review. Staff mailed notices to neighboring property owners within 1,500 ft. of the subject property on May 16, 2016. Staff posted the property on May 20, 2016 and published a legal notice in the *Bisbee Observer* on May 19, 2016. No responses were received.

14. Hazardous Materials: Not Applicable

No hazardous materials are proposed.

15. Compliance with Area Plan: Complies

The subject property lies within a Category "B"– Community Growth Area and is considered a "Low-Density Residential" area per the Babocomari Area Plan. This designation is intended to create neighborhoods with lots of one-acre or more. This request would comply by creating a minimum lot size of four-acres per dwelling.

V. PUBLIC COMMENT

In response to County mailings, the Planning Department has received no response.

VI. SUMMARY AND CONCLUSION

The rezoning request is for a rezoning, from R-36 (Residential; one dwelling per 36,000 ft) and RU-2 (Rural; one dwelling per 2 acres), to RU-4 (Rural; one dwelling per four acres) on a 24.29-acre parcel located on E. KC Williams Lane approximately 900 feet to the east of the intersection of E. KC Williams Lane and N. Zosimo Drive in the Babocomari Area Plan. This request would eliminate a conditional rezoning that was approved eleven years ago requiring any residential development to occur under a Subdivision Plat. At this time, no developer had proceeded with the subdivision process, and the area is characterized by open expanses, with all current development occurring on parcels zoned RU-4. The Babocomari Area Plan designates the site for Low Density Residential. This designation constitutes a recommendation on the part of the Area Plan for a rezoning to a lower-density zoning district, providing a major Factor in Favor of Approval. A rezoning to the RU-4 district would therefore reflect the policies of the Plan, and would better reflect the existing character of the surrounding neighborhood.

Factors in Favor of Approval

1. Allowing the request would be in keeping with the character of the existing development in the area;
2. The Babocomari Area Plan and Comprehensive Plan policies prescribe a low density of residential development in this area to protect the current character of the neighborhood, and the request would facilitate such a density; and
3. The request would remove the conditional zoning and allow the owner to develop the property.

Factors Against Approval

None

VII. RECOMMENDATION

Based on the factors in favor of approval, Staff recommends 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.

VIII. ATTACHMENTS

- A. Application
- B. Location Map
- C. Agency Comment Memos
- D. AYAA Letter Z-05-30



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

COCHISE COUNTY REZONING APPLICATION

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

1. Applicant's Name: JOHN K. SLAUGHTER

2. Mailing Address: 275 E, OLD CHURCH RD.

Huachuca City, AZ. 85616
City State Zip Code

3. Telephone Number of Applicant: () 520-678-5896

4. Telephone Number of Contact Person if Different: () _____

5. Email Address: SLAUGHTERJ123@GMAIL.COM (all lowercase)
jindouglasvaca@hotmail.com

6. Assessor's Tax Parcel Number: 106 - 15 - 01509 (Can be obtained from your County property tax statement)

7. Applicant is (check one):
- Sole owner: X
 - 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: _____
 - 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: J.S.
- Other, list: _____

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

- Yes _____ No X

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

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

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

13. Indicate existing Zoning District for Property: R ? R0-2/R-3L

14. Indicate proposed Zoning District for Property: R U4

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

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

16. Comprehensive Plan Designation or Community Plan: ? Low Density Residential (A County planner can provide this information.)

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

17. Describe all structures already existing on the property: None

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

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

- No X 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?

ZOSIMO ST,

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? 1

23. Identify how the following services will be provided:

Service	Utility Company/Service Provider	Provisions to be made
Water	<u>WELL</u>	
Sewer/Septic	<u>OWNER</u>	
Electricity	<u>SSVEC</u>	
Natural Gas	<u>OWNER</u>	
Telephone	<u>?</u>	
Fire Protection	<u>?</u>	

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). Going Back to R44

to get a Building permit,

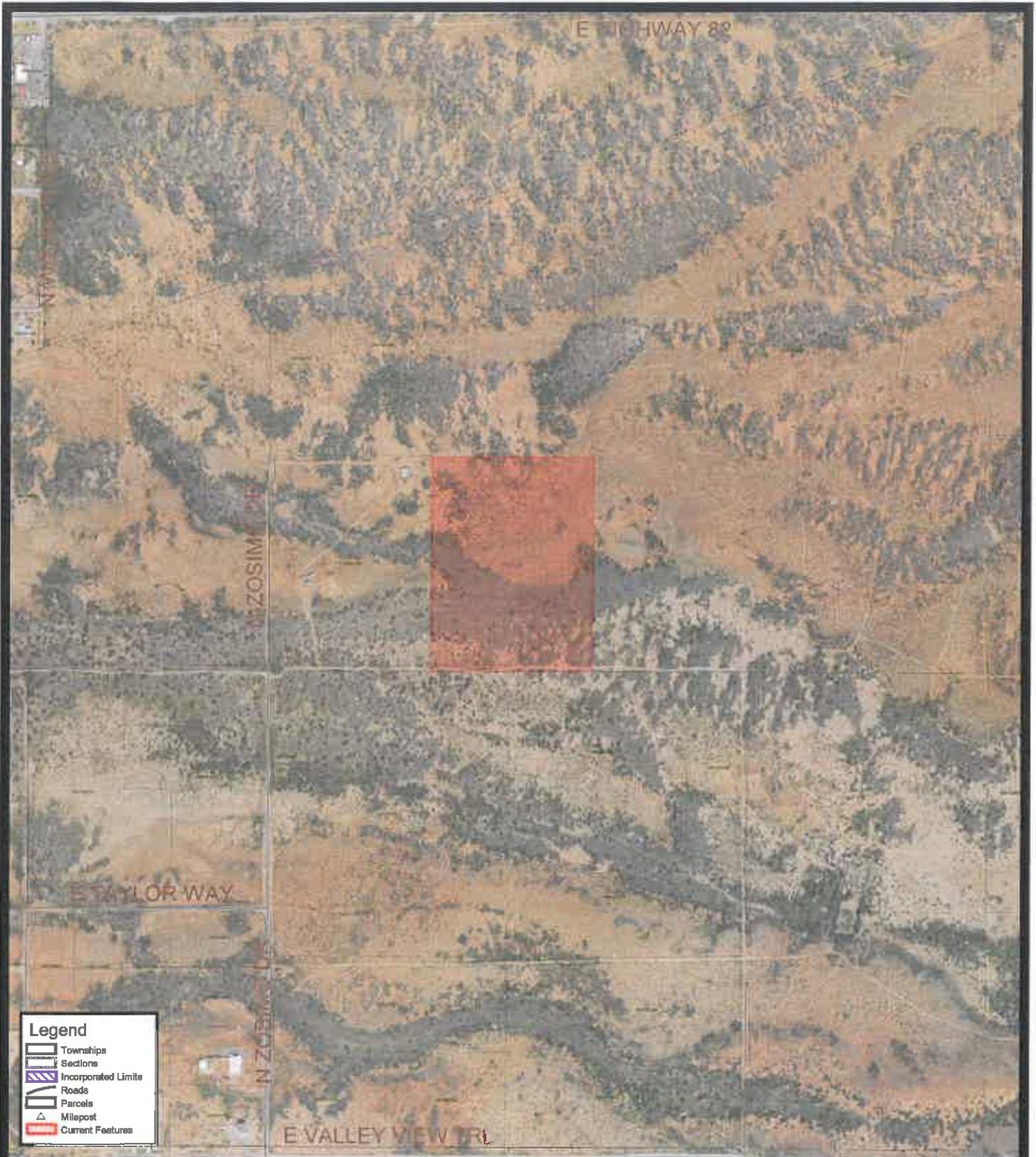
25. AFFIDAVIT

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: John Hylant

Date: 3-25-2016

56 A



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



106-15-015C

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

B

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**Cochise County
Community Development**

Highway and Floodplain Division

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

INTEROFFICE MEMO

Date: May 10, 2016
To: Peter Gardner, Planner I
From: Teresa Murphy, Right-of-Way Agent
Subject: Z-16-01 (Slaughter)

Background: The applicant is requesting a rezoning from Conditional R-36 (Residential; one dwelling per 36,000 ft) and RU-2 (Rural; one dwelling per 2 acres) to RU-4 (Rural; one dwelling per four acres). The subject parcel is 24.29 acres in size and was zoned in 2005 from RU-4 to the current R-36 and RU-2, with the condition that any development occur under a subdivision plat. The requested rezoning will return the zoning to the original RU-4, and would permit development without a subdivision plat.

The subject parcel, APN 106-15-015C, is located on East KC Williams Lane approximately 900 feet to the east of the intersection of East KC Williams Lane and North Zosimo Drive. It is further described as being situated in Section 00 of Township 20 South, Range 20 East of the Gila and Salt River Base & Meridian, in Cochise County, Arizona. The Applicant is John Slaughter. 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 Ronald Reagan Parkway to Zosimo Drive
- KC Williams Lane is not a County maintained road.
- A 60' foot easement for Zosimo Drive and a 30' easement for access from the Northwest of the subject parcel as shown of record in Book 39 of Surveys, page 17.
- Records indicate that the right-of-way for KC Williams Lane, as it adjoins the subject parcel, has not been perfected.

Recommendation:

- No need for right-of-way dedication is required for KC Williams Lane 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



Cochise County Community Development

Highway and Floodplain Division

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

MEMORANDUM

Date: May 19, 2016
To: Peter Gardner, Planner 1
From: Karen L. Lamberton, AICP, County Transportation Planner
Subject: Slaughter Re-Zoning/Z-16-01/Parcel #106-15-015C

This re-zoning proposes modifying the land designation from R-36 and RU-2 to RU-4 on this 24.29 acre parcel. Although the applicant owns a large parcel, it currently has two different zonings on it that were created as part of a much larger development scheme for the Babocomari area. As part of the conditional re-zoning in 2005, a subdivision plat was required for any development to occur. In order to place any kind of single family residential unit here for the current owner the re-zoning either needs to be reversed or a subdivision plat finalized. The applicant indicates a desire to place a mobile home on this parcel without going through a subdivision plat process.

Traffic Analysis

Access is stated by the applicant to come off of Zosimo Drive in the re-zoning application; however, that access is located east of the subject parcel and fronts onto an adjacent parcel not under the applicant's control. Access is more likely to come off of E. KC Williams Lane. None of the roads serving this area are county-maintained; during the 2005 re-zoning conditions roadway improvements were to be designed under a Road Improvement District and built during the subdivision and commercial construction phases.

The proposed use as a parcel for a mobile home would not likely change the existing traffic circulation or create any new traffic impacts. A single family residential unit, either on existing zoning or as re-zoned as RU-4, would likely generate an estimated 9.52 trips per day, per the ITE Manual, 9th edition. No special driveway requirements apply to a residential use on a non-county maintained roadway.

If the entire parcel was built out, with one residential unit per 4 acres, the average trip generation is estimated to be 57.42 vehicle trips per day. The current zoning would allow an estimated 114.84 to 262.2 vehicle trips per day. Clearly this re-zoning would reduce the potential traffic impacts on the roadway network. However, all vehicle trips that would be generated (for just one home or for six) would be entirely reliant on a privately maintained network contributing to a growing impact of this area without a plan for future improvements, maintenance or connection to the state or county maintained roadway network.

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59 C

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, as it currently exists, nor is one additional single residential unit likely to adversely impact traffic circulation or trip generation in the area. However, it does continue a pattern of breaking up previously planned roadway improvements, through a subdivision process, into "wildcat" development occurring without any mechanism in place (such as the subdivision process) to improve the roadway network in this area.

Advisory Notes for the Applicant

The applicant should be advised that this re-zoning, while removing the condition to build under a subdivision plat, does not remove the condition to contribute to the existing Road Improvement District. Also, the applicant is advised that splitting the 24.29 acre into four acre parcels, as might be permitted under a RU-4 zoning, could potentially create 6 lots, exceeding the number of splits allowed by a single owner and could trigger a requirement to go through the subdivision plat process under state law even without the 2005 re-zoning condition. In addition, the applicant is advised that there are no plans at this time to bring KC Williams into the county maintained road network and roadway maintenance would be the responsibility of the property owners in the area.



COCHISE COUNTY PLANNING DEPARTMENT

1415 Melody Lane, Bisbee, Arizona 85603

(520) 432-9240

Fax 432-9278

Judy Anderson, Director

February 7, 2006

Jim Huff
Shade Tree Consulting
PMB 200, 2160 E. Fry Blvd.
Sierra Vista, Arizona 85635

John Slaughter
3412 Casper Dr.
Sierra Vista, AZ 85650

RE: Docket Z-05-30, Tax Parcels 106-15-015C

Dear Mr. Huff and Mr. Slaughter:

As you are aware, at their regular meeting of February 7 2006, the Board of Supervisors voted unanimously (3-0) to approve your rezoning of approximately 9 acres from RU-4 to TR-36 and approximately 15 acres from RU-4 to RU-2 for the subject parcel located in the Babocomari Plan Area with the following conditions:

1. No building permits shall be issued for development that has not been approved through a subdivision process. All development shall be in substantial conformance with the rezoning application. Minor revisions to lot layouts and circulation shall be permitted, but the maximum number of residential units shall be no more than 16.
2. Prior to any subdivision plat approval, the applicants shall participate in the Traffic Impact Analysis (TIA), including a traffic signal needs study required of the developers in dockets Z-05-21, which shall be submitted and approved by ADOT and the County. The developers shall participate in the cost of any outside reviews of the TIA required by the County.
3. Prior to any subdivision plat approval, a development agreement or other acceptable mechanism, shall be in place that specifies the funding, timing and responsibility for improvements identified in the approval of the Traffic Impact Analysis.
4. Prior to any subdivision plat approval, the applicants shall participate in the comprehensive hydrology report required of the developers in dockets Z-05-21, which shall be submitted and substantially approved by the County. This report, at a minimum, shall address drainage and floodplain issues associated with the subject property and adjacent lands.

Per Arizona State Law, please be aware that the new zoning does not go into effect until 30 days after the Board action (March 7, 2006). In that time, anyone can appeal the Board action to Superior Court.

Sincerely:

Mark B. Apel
Planning Division Manager

xc: Richard Searle, Supervisor District Three
Docket File

Parcel File
Debra Meyers, Zoning Log Book

61 D

17

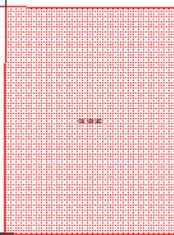
E HIGHWAY 82

N GRABAM CIR

N WALNUT AVE

BIRCH ST

N ZOSIMO DR



MS LN

VISTA VIEW TRL

E TAYLOR WAY

E LISA LN

N ZOSIMO DR

E PATIE LN

E VALLEY VIEW TRL

N TAHOE PASS

Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Current Features



Z-16-01 (Slaughter) Exhibit A

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



0' 1" = 1000'

ZONING ORDINANCE 16-___

**AMENDING CERTAIN ZONING DISTRICT BOUNDARIES FROM R-36
AND RU-2 TO RU-4, PURSUANT TO THE APPLICATION OF JOHN
SLAUGHTER**

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, Tax Parcel 106-15-015C was granted a conditional rezoning in 2005 from RU-4 to R-36 and RU-2 to facilitate a residential subdivision; and

WHEREAS, the conditions applied to the rezoning were never completed (including the submission of a subdivision plat); and

WHEREAS, the Applicant wishes to abandon the proposed subdivision project and wishes to revert the zoning to RU-4; and

WHEREAS, pursuant to A.R.S. § 11-814, the Board of Supervisors may revert zoning if the property has not been improved for the use for which it was conditionally approved; and

WHEREAS, the requested zoning district represents a reduction in density in accordance with the Babocomari Area Plan; and

WHEREAS, the requested zoning district is harmonious with the surrounding zoning districts; and

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

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the amendments to the Zoning District boundaries proposed by Applicant John Slaughter; and

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

ZONING ORDINANCE 16-___

Re: Docket Z-16-01 Application of John Slaughter

Page 2

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

The zoning classifications for Tax Parcel 106-15-015C, as shown on the map attached to this Resolution as Exhibit A, is changed from R-36 and RU-2 to RU-4. The property is located in the Babocomari Land Grant in Huachuca City, AZ. The property is further described as being in Township 20 South, Range 20 East of the G&SRB&M in Cochise County, Arizona. The Board of Supervisors approves Docket Z-16-01 subject to the following condition of approval:

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 28th day of June, 2016.

Richard Searle, Chairman
Board of Supervisors

ATTEST:

Arlethe Rios,
Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson,
Chief Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

Approve ACJC Drug, Gang and Violent Crime Control Grant, ACJC Grant No. DC-17-021

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 11-952

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 Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-17-021 in the amount of \$151,772 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2016 through June 30, 2017.

Background:

The Drug, Gang and Violent Crime Control Program Grant funds one full time Attorney III and 60% of an Attorney II, who prosecute drug and violent crimes.

Fiscal Impact & Funding Sources: The amount awarded this year is \$151,772 with a match of 37,944. The match will be paid out of Fund 136 CJE.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

By not renewing this Grant, the County would lose two experienced prosecutors. The County Attorney's Office would have to reduce the number of drug- crime prosecutions due to lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expenses. The County Attorney's Office is mandated to prosecute crime.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as it is available, to CAO.

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: 2016-2017

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

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

County Match Required? (\$\$\$): 37,944

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 51,800

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 135

Attachments

[Cochise County Grant Approval Form - ACJC DC-17-021](#)

[DC Grant Agreement- ACJC DC-17-021](#)

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Kenny Reeves

Date Prepared: June 7, 2016

Point of Contact: Kenny Reeves

Phone Number: 432-8700

Department: **County Attorney**

PRIMARY GRANT

Primary Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION

CFDA:
www.CFDA.gov

Grant Title: Drug, Gang and Violent Crime Control Program Grant

Grant Term From: July 1, 2016

To: June 30, 2017

Total Award Amount: 151,772.00

New Grant: Yes No

Grant No: DC-17-021

Amendment: Yes No

Amendment No:

GL Account No: Fund 135

If new, Finance will assign a fund number.

Strategic Plan: **Public Safety and Justice**

District: **CW**

Mandated by Law Yes No

Number of Positions Funded: 1.6

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

Prosecution of drug, gang and violent crimes

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

A.R.S. 11-532(A)(1)

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100 62,226.00

State Funds 336.100 51,602.00

County Funds 391.000 37,944.00

Other Funds:

Total Funds: 151,772.00

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation: \$ 51,800.00 (b) Amount of overhead allowed by grant: \$ 0.00

County Subsidy (a) - (b) = \$ 51,800.00

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.



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-17-021
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 3rd day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" Cochise County, through Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
PO Drawer CA

Bisbee, Arizona 85603
 Attn: The Honorable Brian McIntyre

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$118,845.00
Fringe Benefits (for salaries/overtime)*	\$32,927.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$151,772.00
Positions Funded:	
Attorney III (1.5 FTE),	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$62,226.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDJ), Office of Justice Programs (OJP) and \$51,602.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$37,944.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if

so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

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

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

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

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

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

46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal

Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

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

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
55. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

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

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

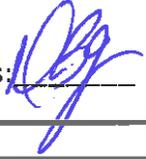
75. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.
6. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
7. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
8. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
9. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
10. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

11. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: _____



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

FOR GRANTEE:

Authorized Signatory

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

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

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. Commercial General Liability – Occurrence Form

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

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

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016
Approve the Crime Victim Assistance Grant Program Agreement, VA-17-019

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: Title 13, Ch. 40 & Title 8, Ch. 3, Article 7 & A.R.S. § 41-2407

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

Information

Agenda Item Text:

Approve the renewal of Crime Victim Assistance Grant No. VA-16-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Attorney's Office effective from July 1, 2016 to June 30, 2017.

Background:

The award amount of \$21,044 is to be used by the Cochise Count Attorney's Victim Witness Program to continue to fund a Clerk III to do victim notification on criminal cases, which is a mandated service.
Fiscal Impact & Funding Sources: A match in the amount of \$21,044 will be made from Victim Witness employee salary.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The County's general fund would have to fund the Clerk III to perform the mandated service of victim notification.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return signed Agreements to CAO. Send a certified copy of the Board Minutes approving the Grant Agreement, as soon as it is available, to CAO.

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: 2016-2017

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

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

County Match Required? (\$\$\$): 21,044

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 125

Attachments

Cochise County Grant Approval Form - ACJC VA-17-019

Grant Agreement - ACJC VA-17-019

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____ Department/Division: _____

Date Prepared: _____ Telephone: _____

Grantor: _____ Grant Title: _____

Grant Term From: _____ To: _____

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

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

Briefly describe purpose of grant:

If amendment, provide reason:

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

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

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

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

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

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

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

a) Total A-87 cost allocation _____

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

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

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

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



ARIZONA CRIMINAL JUSTICE COMMISSION
COCHISE COUNTY ATTORNEY'S OFFICE
GRANT AGREEMENT

ACJC Grant Number VA-17-019
State Funded Grant Program

This Grant Agreement is made this 1ST day of July, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through the COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1633. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
1634. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
1635. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
1636. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
1637. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
 PO Drawer CA
 Bisbee, Arizona 85603
 Attn: Mr. Doyle B Johnstun

1638. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant among approved budget categories excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,491.00
Fringe Benefits (for salaries/overtime)	\$8,553.00
Overtime	Not Funded
Professional & Outside/Consultant & Contractual Services	Not Funded
Travel In-State	Not Funded
Travel Out-of-State	Not Funded
Confidential Funds	\$21,044.00
Operating Expenses:	
Supplies	Not Funded
Registration/Training	Not Funded
Other	Not Funded
Equipment	
Capital	Not Funded
Noncapital	Not Funded
TOTAL	\$21,044.00
Positions Funded: Clerk III (0.50)	
Equipment Funded: None	

1639. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$21,044.00 in state funds. The matching amount for this award is **\$21,044.00**.

1640. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

1641. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

- 1642. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
- 1643. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
- 1644. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
- 1645. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
- 1646. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
- 1647. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period: July 1 to June 30	Due Date: August 15th

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

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

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1648. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
1649. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
1650. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
1651. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
1652. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
1653. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
1654. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
1655. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
1656. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
1657. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
1658. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
1659. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
1660. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
1661. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
1662. 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

1663. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

1664. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
1665. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
1666. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
1667. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
1668. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
1669. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations)

resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

1670. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
1671. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
1672. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
1673. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf
1674. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/Implementation-guide.aspx>
1675. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
1676. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
1677. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment

Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

1678. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
1679. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
1680. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
1681. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
1682. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
1683. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Cochise County Attorney's Office
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

- 129. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
- 130. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.
- 131. Expenditures for petty cash or emergency services to victims must be made directly to the vendor or service provider in the form of direct payment or through the use of vendor specific or benefit category specific gift cards, voucher, or other device. Unrestricted payment directly to the victim is not allowable. The grantee agency must have written policies and maintain detailed records regarding distribution of funds under this provision.
- 132. Grantee must verify victim compensation program transportation cost benefits are unavailable to victims requesting assistance with transportation to court under court-related services. Verification may include a general determination of victim eligibility under the victim compensation program rules. Documentation of victim compensation program eligibility verification must be available for review for all transportation to court expenditures.

Handwritten signature and date: 6/14/16

Authorized Official Initials: _____

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

FOR GRANTEE:

Authorized Signatory Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

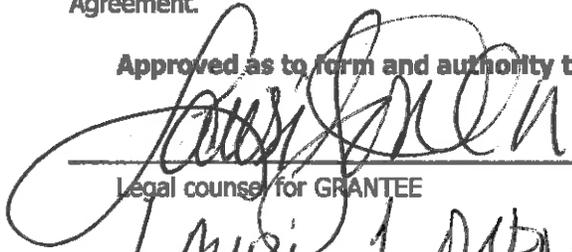
Printed Name and Title Date

ATTEST:

Clerk Date

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

Approved as to form and authority to enter into Agreement (Excluding non-profits):

 06/14/2016

Legal counsel for GRANTEE Date

Lauri J Owen, DEPUTY CITY ATTY

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

ARS § 11-952

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

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

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 insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. Commercial General Liability – Occurrence Form

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

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

gg. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

mmm.

he policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Exhibit "A" Continued

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the

T

Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

nnn. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

ACJC Grant

Submitted By: Ken Foster, 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: Ken Foster

TITLE of PRESENTER: Lieutenant

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 11-441

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 Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement DC-17-003 in the amount of \$124,240 for overtime salaries and fringe benefits (ERE), between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Sheriff's Office, effective July 1, 2016 through June 30, 2017.

Background:

The Sheriff's Office has a contract (re-occurring) for funding by the Arizona Criminal Justice Commission. This grant is a funding source the Cochise County Sheriff's Office has applied for, and has been approved to utilize as a source of funding for several of the Special Operation Division units to use to assist in combating illegal drug using, selling and smuggling; along with combating illegal immigrant smuggling within the communities of Cochise County. The funding source allows CCSO to pay overtime, when necessary, to those who work in these units.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to deploy deputies trained in detecting capturing drug smugglers and those who use and sale illicit drugs in our communities.

Impact of NOT Approving/Alternatives:

If not approved, it will severely impact the Sheriff's Office ability to deploy assets into areas where illegal drugs and/or human smuggling and drugs sales are occurring. Our current fiscal budget cannot provide compensation for the extra hours these types of units work to combat the above mentioned crimes that occur in our communities.

To BOS Staff: Document Disposition/Follow-Up:

Please return contract with a signed copy of the Board of Supervisors approved agenda item or resolution listing the grant agreement.

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

Grant Approval Form

FY2017 ACJC Grant

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number DC-17-003

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 7th day of June, 2016, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2016 and terminate on June 30, 2017. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

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

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	NOT APPROVED
Fringe Benefits (for salaries/overtime)*	NOT APPROVED
Overtime	\$124,240.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$124,240.00
Positions Funded:	
Overtime only	
Equipment Type: NOT APPROVED	

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

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$50,938.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$42,242.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$31,060.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE'S approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

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

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

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

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary

- payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
 30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
 31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
 32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
 33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
 35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
 36. 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. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
 37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2014-DJ-BX-1020 and 2015-DJ-BX-1070 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

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

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

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

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

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

53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.

54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

55. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

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

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
73. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

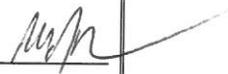
74. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
75. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
76. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
77. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.
7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).

Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

11. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
12. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: 

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

FOR GRANTEE:



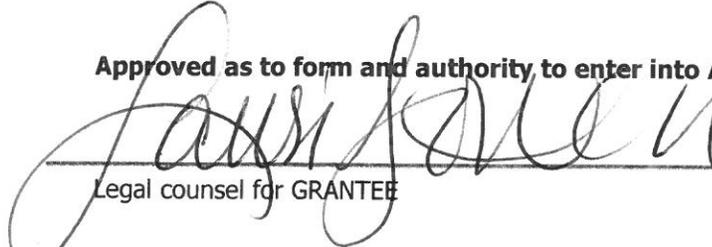
Authorized Signatory 08/09/16

Date

~~Sheriff Mark Dannels~~

Printed Name and Title

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE 

Date

Lauri Owen, Civil Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

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

Date

Richard Searle, Chairperson
Cochise County Board of Supervisors

Arlethe G. Rios
Clerk of the Board



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

DOC Lease at BDI

Submitted By: Terry Rutan, Procurement

Department: Procurement

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Amendment No. 6 to ADC Agreement No. 090098DC extending the Lease Agreement for the Arizona State Department of Corrections Facilities located at Bisbee-Douglas International Airport.

Background:

On November 28, 1983 the Board of Supervisors approved a lease agreement with the Arizona Department of Corrections for the lease of property at Bisbee-Douglas International Airport to build a prison complex to house Arizona inmates. The term of the contract was for twenty five years and has been extended through June 30, 2016. This is an extension for a period of one month through July 31, 2016. DOC currently pays a lease payment of \$1.00 (one dollar) per year and \$2.30 per 1000 gallons of water used. Facilities Management and Procurement Department recommend approval.

Department's Next Steps (if approved):

Sign the lease extension and complete negotiations for a new lease agreement.

Impact of NOT Approving/Alternatives:

The Department of Corrections will vacate the Arizona State Prison Complex - Douglas

To BOS Staff: Document Disposition/Follow-Up:

After approval/signature return 3 originals to Procurement to fully execute. The lease agreement extension will be hand carried to the BOS office, negotiations will continue to establish a new long term lease agreement.

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):

This is a revenue generating agreement.

Attachments

Amendment 6

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT SIX

The Agreement entered into between the Cochise County Board of Supervisors, hereinafter referred to as the County, and the Director of the Arizona Department of Corrections, for and on behalf of the Arizona State Prison Complex-Douglas (ASPC-Douglas), hereinafter known as the Department is hereby amended as follows:

1. To extend this Agreement through July 31, 2016 based on the understanding that a new lease be established no later than August 1, 2016. The new lease will include the water rates, maintenance of the wells, and any other required improvements.
2. It is mutually agreed that the terms and conditions of Land Lease No. 7044 between Cochise County and the Arizona Department of Corrections, ASPC-Douglas, for the real property known as Bisbee-Douglas International Airport remain valid through the term of this Agreement No. 090098DC, with the exception of the water rate as determined by this Agreement herein until a new Lease with the determined cost and scope of additional renovations of the water system can be fully executed.

All other terms and conditions of this Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

COCHISE COUNTY BOARD OF
SUPERVISORS

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual _____ Date _____
Richard Searle
Typed Name
Chairman
Typed Title
1415 Melody Lane, Building G
Bisbee, Arizona 85603
Typed Address

Signature of Authorized Individual _____ Date _____
Michael P. Kearns
Typed Name
Division Director, Administrative Services
Typed Title
1601 West Jefferson, MC 328
Phoenix, Arizona 85007-3002
Typed Address

Additional Signatures as Applicable

Signature _____ Date _____
Typed Name _____
Typed Title _____

Signature _____ Date _____
Typed Name _____
Typed Title _____

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016
ADHS14-053052 Amendment 3 (WIC/BFPC)
Submitted By: Ray Falkenberg, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Prevention Services Director
Source of Mandate or Basis for Support?: Constituent services

NAME of PRESENTER: Judy Gilligan
Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve IGA ADHS14-053052 Amendment 3 for Women, Infant, Child (WIC) Services, Breastfeeding Peer Counselor Program (BFPC), and the Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$581,930 and \$48,500 respectively, for the period of 10/1/16 – 9/30/17.

Background:

The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The WIC Program provides income eligible families with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of nutritionally healthy staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Breastfeeding Peer Counselor Program provides counseling and support services that complement the WIC-provided breastfeeding education by allowing for additional, more in-depth education by a peer counselor trained through a breastfeeding curriculum. The goal of the BFPC program is to increase the incidence and duration of breastfeeding for all breastfeeding women in Cochise County.

IGA ADHS14-053052 is based on an annual caseload of 3,500 annually.

This amendment reflects revised Price Sheets for each program – there was a reallocation between line items but the budget total remains the same.

Department's Next Steps (if approved):

Execute IGA amendment.

Impact of NOT Approving/Alternatives:

The WIC Program has provided nutrition services to low income families in Cochise County for over 30 years. Approximately 3,500 county residents would be impacted by the discontinuation of the WIC Program. During these tough economic times Cochise County families are depending on the WIC Program to help meet their nutritional needs.

To BOS Staff: Document Disposition/Follow-Up:

N/A -- Department to execute IGA amendment and return to ADHS.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 630430
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017

One-time Fixed Costs? (\$\$): 0
Ongoing Costs? (\$\$): 0
County Match Required? (\$\$): 0

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 36662

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

IGA

Grant Approval Form

Exec Summary



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040 MAIN
(602) 542-1741 FAX

CONTRACT No.: ADHS14-053052

AMENDMENT No.: 3

PROCUREMENT OFFICER
Jacqueline S. Ortega-Avila

WIC, BFPC AND FMNP SERVICES

Effective October 1, 2016, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Nineteen (19), THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT https://www.fsrc.gov/ is hereby added to read as follows:

19. If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

CONTINUED ON NEXT PAGE

COCHISE COUNTY COMMUNITY HEALTH SERVICES

Contractor Name

1415 WEST MELODY LANE, BUILDING A

Address

BISBEE ARIZONA 85602-3090
City State Zip

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

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

Elda Orduno

June 22, 2016

Signature

Date

Elda Orduno

Printed Name

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

State of Arizona

Signed this ___ day of ___ 20__

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053052	AMENDMENT No.: 3	PROCUREMENT OFFICER Jacqueline S. Ortega-Avila

2. The **WIC Price Sheet** in Amendment Two (2) is hereby replaced with the revised **WIC Price Sheet** of this Amendment Three (3). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **WIC Price Sheet is still \$581,930.00**.
3. The **BFPC Price Sheet** in Amendment Two (2) is hereby replaced with the revised **BFPC Price Sheet** of this Amendment Three (3). There was a reallocation between the line items but the budget total remains the same. The total budget amount for the **BFPC Price Sheet is still \$48,500.00**.
4. In ProcureAZ the "Items" Tab of the Master Blanket Purchase Order will be revised to reflect the pricing upon execution of this Amendment Three (3).

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053052	AMENDMENT No.: 3	PROCUREMENT OFFICER Jacqueline S. Ortega-Avila

REVISED PRICE SHEET

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

WOMEN, INFANTS, AND CHILDREN (WIC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$315,884.00
EMPLOYEE RELATED EXPENSES	\$143,018.00
PROFESSIONAL & OUTSIDE EXPENSES	\$1.00
TRAVEL EXPENSES	\$21,350.00
OCCUPANCY EXPENSES	\$1.00
OTHER OPERATING EXPENSES	\$15,013.00
CAPITAL OUTLAY EXPENSES	\$1.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$36,662.00
RD SUPPLEMENT	\$50,000.00
TOTAL \$581,930.00	

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$25,138.00
EMPLOYEE RELATED EXPENSES	\$12,138.00
PROFESSIONAL & OUTSIDE EXPENSES	\$4,000.00
TRAVEL EXPENSES	\$5,445.00
OCCUPANCY EXPENSES	\$1.00
OTHER OPERATING EXPENSES	\$1,777.00
CAPITAL OUTLAY EXPENSES	\$1.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
TOTAL \$48,500.00	

MARCH 1, 2017 TO SEPTEMBER 30, 2017

FARMER'S MARKET NUTRITION PROGRAM (FMNP)			
TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	ESTIMATED NUMBER OF PARTICIPANTS
WIC FMNP CHECK ISSUANCE	\$1.25	WIC Participant	AS NEEDED

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053052	AMENDMENT No.: 3	PROCUREMENT OFFICER Jacqueline S. Ortega-Avila

ADDITIONAL TERMS AND CONDITIONS:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is meant to fund additional Registered Dietitian position(s) to meet high-risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

ADDITIONAL WIC PROGRAM:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2017 is: 3,500

ADDITIONAL BREASTFEEDING PEER COUNSELING PROGRAM:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

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

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Executive Summary Form

Agenda Number:

Recommendation:

This is to request your approval of IGA ADHS14-053052 Amendment 3 for WIC Services, Breastfeeding Peer Counselor Program (BFPC), and the Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$581,930.00 and \$48,500.00 respectively, for the period of 10/1/16 – 9/30/17. This amendment reflects revised Price Sheets for each program – there was a reallocation between line items but the budget total remains the same.

Background (Brief):

The WIC Program is a supplemental nutrition program for income-eligible women, infants, and children. The WIC Program provides income eligible families with nutrition education and referrals to social services within the County. The Program also provides food vouchers to clients for a variety of nutritionally healthy staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Breastfeeding Peer Counselor Program provides counseling and support services that complement the WIC-provided breastfeeding education by allowing for additional, more in-depth education by a peer counselor trained through a breastfeeding curriculum. The goal of the BFPC program is to increase the incidence and duration of breastfeeding for all breastfeeding women in Cochise County.

IGA ADHS14-053052 is based on an annual caseload of 3,500 annually.

Fiscal Impact & Funding Sources:

The WIC and BFPC grant is a cost-reimbursement grant. The total net county subsidy for the contract is \$231,293, calculated as follows:

Grant	Amount	Salaries + ERE's	Negotiated Overhead	A-87 OH @49.06%	Net Co. Subsidy
WIC	\$581,930	\$508,902	\$36,662	\$249,667	\$213,005
BFPC	\$48,500	\$37,276	\$0	\$18,288	\$18,288
FM	"As Needed"	\$0	\$0	\$0	\$0
Total:	\$630,430	\$546,178	\$36,662	\$267,955	\$231,293

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

The WIC Program has provided nutrition services to low income families in Cochise County for over 30 years. Approximately 3,500 county residents would be impacted by the discontinuation of the WIC Program. During these tough economic times Cochise County families are depending on the WIC Program to help meet their nutritional needs.

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016
First Things First / Child Care Health Consulting Amendment #3
Submitted By: Ray Falkenberg, Health & Social Services
Department: Health & Social Services
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: Registered Nurse
Source of Mandate or Basis for Support?: Demand from 38 child care centers in Cochise County

NAME of PRESENTER: Maureen Kappler
Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve renewal of Grant Agreement, GRA-STATE-16-0785-01-Y2, Amendment #3, for Child Care Health Consultation, between the Arizona Early Childhood Development and Health Board (First Things First) and Cochise Health & Social Services, in the amount of \$100,020, for the period of 7/1/16 – 6/30/17.

Background:

In November 2006, in a statistical landslide, Arizona voters passed Proposition 203; a citizen's initiative that funds quality early childhood development and health. Designed to be a voluntary system of early care and education, Proposition 203 included the following principles
* Local communities must come together to plan and administer what works best in their community.
* It must be flexible enough to accommodate the unique demographics of our state.
* It must be transparent and held accountable for outcomes.
With its passage, the Proposition created a new state level board known as the Arizona Early Childhood Development & Health Board. The Board subsequently adopted the name First Things First as an uplifting reference to the voter-enacted initiative, and to exemplify the importance of early childhood.
This grant has provided Child Care Health Consultants (CCHCs) to child care family home centers school facilities in the county for the last six years. CCHCs are specially trained RNs who provide guidance on health and safety issues such as communicable disease, sanitation and disinfecting practice, immunization, safe playgrounds and play areas, behavior issues, staff health, CPR and First Aid training, ensure a system of communication with anyone involved in the child's care, assist with policy development and keep the centers current on Arizona rules and regulations and quality standards for childcare, educate children, their family members and childcare providers about child development, mental and physical health, nutrition and physical activity needs, as well as oral health. They also link staff, families and children with community health resources and help families to establish a medical home, meaning providers who the family can turn to with medical needs, instead of not addressing them, or utilizing the Emergency Department for clinic needs.

Department's Next Steps (if approved):

Execute and return agreement.

Impact of NOT Approving/Alternatives:

The services listed (and other not listed) would come to an end. Registered Nurses would not provide health and safety guidance in many areas to the childcare centers in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

N/A -- department to execute and return agreement.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** 100020
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2017

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

Ongoing Costs? (\$\$):

County Match Required? (\$\$):

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 35546

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Attachments

[Exec Summary](#)

[Amendment #3](#)

[GrantApprovalForm](#)

Executive Summary Form

Agenda Number: HLT-- 2959

GRA-STATE-16-0785-01-Y2 Amendment #3

Recommendation: We respectfully request your approval of this grant. This is the renewal of a cost-reimbursement grant in the total amount of \$100,020 for FY 2017.

Background: In November 2006, in a statistical landslide, Arizona voters passed Proposition 203; a citizen's initiative that funds quality early childhood development and health. Designed to be a voluntary system of early care and education, Proposition 203 included the following principles:

- * Local communities must come together to plan and administer what works best in their community.
- * It must be flexible enough to accommodate the unique demographics of our state.
- * It must be transparent and held accountable for outcomes.

With its passage, the Proposition created a new state level board known as the Arizona Early Childhood Development & Health Board. The Board subsequently adopted the name First Things First as an uplifting reference to the voter-enacted initiative, and to exemplify the importance of early childhood.

This grant has provided Child Care Health Consultants (CCHCs) to child care family home centers school facilities in the county for the last six years. CCHCs are specially trained RNs who provide guidance on health and safety issues such as communicable disease, sanitation and disinfecting practice, immunization, safe playgrounds and play areas, behavior issues, staff health, CPR and First Aid training, ensure a system of communication with anyone involved in the child's care, assist with policy development and keep the centers current on Arizona rules and regulations and quality standards for childcare, educate children, their family members and childcare providers about child development, mental and physical health, nutrition and physical activity needs, as well as oral health. They also link staff, families and children with community health resources and help families to establish a medical home, meaning providers who the family can turn to with medical needs, instead of not addressing them, or utilizing the Emergency Department for clinic needs.

Fiscal Impact & Funding Sources:

Net county subsidy is \$35,546, calculated as follows:

Salaries/EREs	78,163
A-87 OH at 49.06%	38,347
Authorized OH	2,801
Net County Subsidy	<u>35,546</u>

Executive Summary Form

Next Steps/Action Items/Follow-up:

Respectfully ask for approval from the Board of Supervisors to ensure that these services continue.

Impact of Not Approving: The services listed (and other not listed) would come to an end. Registered Nurses would not provide health and safety guidance in many areas to the childcare centers in Cochise County.

FIRST THINGS FIRST

4000 North Central Avenue, Suite 800, Phoenix, Arizona 85012
602.771.5100 | 877.803.7234 | azftf.gov

Chair

Janice Decker

Vice Chair

Dr. Pamela Powell

Members

Nadine Mathis Basha

Gayle Burns

Heidi Quinlan

Vivian Saunders

Ruth Solomon

Gerald Szostak

Ex-Officio Members

Hon. Diane Douglas
Superintendent, ADE

Timothy Jeffries
Director, DES

Dr. Cara Christ
Director, DHS

Chief Executive Officer

Sam Leyvas

DATE: April 8, 2016

TO: Cochise Health & Social Services

ATTENTION: Mary Gomez
mgomez@cochise.az.gov

FROM: Russell Spencer, Fiscal Specialist

RE: Grant Renewal Information for Fiscal Year (FY) 2017

The Board of First Things First will be considering the renewal of your current grant award at its June 2016 meeting. If renewed, the award period for your grant, GRA-STATE-16-0785-01-Y2, will be July 1, 2016 through June 30, 2017.

Follow Up Action Necessary

Please confirm the award amount and contracted service units on the attached Grant Renewal Amendment Notification Form, have it signed by your designated signatory, and scan/email it back to me. Electronic submission to rspencer@azftf.gov is preferred but if sending by standard mail, please send to our attention, First Things First, 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012.

If the renewal is approved by the Board of First Things First at the June 2016 meeting, First Things First will countersign the document and scan/email it back for your records.

For the FY 2017 award:

Budget - The line-item budget for FY 2017 will be available in PGMS after the grant is awarded and will be based on the final approved line-item budget from FY 2016. Any necessary changes to the FY 2017 grant can be made after the grant is awarded through a budget modification request.

Staffing/Personnel - The FY 2017 staffing/personnel will be based on the latest Staff Change Notification Form/Program Personnel Table from FY 2016. If there are changes in staff for FY 2017, or if the latest version of the Staff Change Notification Form/Program Personnel Table (revised September 2015) has not yet been used, please complete the latest version of this form and submit through the FTF Communication Log in PGMS once the grant is awarded. This form is located in the Grantee Resources section of PGMS, in the Grant Implementation Toolkit.

Reminders - The program narrative and data reporting; reimbursement requests; and general grant management documentation will continue to be submitted through PGMS. In addition, all renewed grantees must continue to adhere to the latest version of the Standards of Practice that apply to this grant and to the latest version of the Uniform Terms and Conditions referenced in the original agreement. Both documents are also located in the Grantee Resources section of PGMS.

Closing out FY 2016:

Your current grant ends June 30, 2016. Final narrative and data reports must be submitted on or before July 20, 2016 and your final request for reimbursement must be submitted no later than August 17, 2016 (45 days from the grant end date.) Unexpended funds from FY 2016 do not carry over to FY 2017.

If you have any questions or concerns, please do not hesitate to contact, Russell Spencer, rspencer@azftf.gov, 602-771-5043.

Thank you.

	Grant Renewal Amendment Notification Amendment #3	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2017 Grant Award GRA-STATE-16-0785-01-Y2 QF Child Care Health Consultation	

Grantee:

Cochise Health & Social Services

PURPOSE OF AMENDMENT:

1. Pursuant to First Things First Uniform Terms and Conditions, "Amendments" of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to amend the contract as follows. The renewal award period is July 1, 2016 through June 30, 2017.
2. Total award amount for the grant period is \$100,020
3. Contracted Service Units:
 Primary Strategy: QF Child Care Health Consultation

 Number of center based providers served: 25
 Number of home based providers served: 13
 Number of Non-QF Centers: 0
 Number of Non-QF Homes: 0
4. The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice.
5. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents.

Grantee hereby acknowledges receipt and understanding of the contract amendment

Signature

Name

Title

Date

The above referenced amendment is hereby executed effective July 1, 2016 once signed and dated below:

Josh Allen
CFO/COO

Date

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

New Liquor License Fort Willcox RV Park

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: # 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 a new liquor license application for a series #10 (beer & wine store) liquor license submitted by Ms. Pamela Lynn Harper for Fort Willcox RV Park located at 1765 West Fort Willcox Loop, Willcox, AZ 85643.

Background:

Ms. Pamela Lynn Harper has applied for a series #10 (beer & wine store) liquor license for Fort Willcox RV Park located at 1765 West Fort Willcox Loop, Willcox, AZ 85643. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application.

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

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:
Unbudgeted:

Funds Available:
Funds NOT Available:

Amount Available:
Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Application

Review Forms

Affidavit of Posting

rec'd 5/5/16 2:40pm



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

- SECTION 1 This application is for a:
Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

- SECTION 2 Type of Ownership:
J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

18 MAY 2 04:16 PM 2016

SECTION 3 Type of license

LICENSE # 10023167

1. Type of License:

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: HARPER PAMELA LYNN
Last First Middle

2. Owner Name: (Ownership name for type of ownership checked on section 2)

3. Business Name: FORT WILLCOX RV PARK
(Exactly as it appears on the exterior of premises)

4. Business Location Address: (Do not use PO Box) Street City State Zip Code County

5. Mailing Address: (All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: Daytime Contact Phone:

7. Email Address:

8. Is the Business located within the incorporated limits of the above city or town? Yes No

9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No

If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price Paid for State (Beer, Series 7 Beer, Wine Bar or Series 9 Liquor Store (license only) \$

AMENDMENT
Fees: Application Interim Permit Department Use Only 44.00 Finger Prints Total of All Fees 244.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No
Accepted by: OS Date: 5/2/16 License #: 10023167



16 APR 26 11:47 AM 944

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602) 542-5141

Application for Liquor License
Type or Print with Black Ink

- SECTION 1 This application is for a:
[] Interim Permit (Complete Section 5)
[X] New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
[] Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
[] Location Transfer (Bars and Liquor Stores Only)
[] Probate/ Will Assignment/ Divorce Decree
[] Government (Complete Sections 2, 3, 4, 10, 13, 16)
[] Seasonal

- SECTION 2 Type of Ownership:
[] J.T.W.R.O.S. (Complete Section 6)
[] Individual (Complete Section 6)
[] Partnership (Complete Section 6)
[] Corporation (Complete Section 7)
[X] Limited Liability Co (Complete Section 7)
[] Club (Complete Section 8)
[] Government (Complete Section 10)
[] Trust (Complete Section 6)
[] Tribe (Complete Section 6)
[] Other (Explain)

SECTION 3 Type of license

LICENSE # 10023167

1. Type of License: SERIES 10 BEER/WINE STORE

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: HARPER PAMELA LYNN
Last First Middle

2. Owner Name: FORT WILLCOX LLC
(Ownership name for type of ownership checked on section 2)

3. Business Name: FORT WILLCOX RV PARK
(Exactly as it appears on the exterior of premises)

4. Business Location Address: 1765 W FORT WILLCOX LOOP WILLCOX AZ 85643 COCHISE
(Do not use PO Box) Street City State Zip Code County

5. Mailing Address: 1765 W FORT WILLCOX LOOP WILLCOX AZ 85643
(All correspondence will be mailed to this address) Street City State Zip Code

6. Business Phone: 520-384-4986 Daytime Contact Phone: 907-723-1754

7. Email Address: mounthionak@yahoo.com

8. Is the Business located within the incorporated limits of the above city or town? [X] Yes [] No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? [] Yes [X] No
If Yes, what City, Town or Tribal Reservation is this Business located in:

10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$

Fees: Application 100.00, Interim Permit 100.00, Department Use Only Site Inspection 44.00, Finger Prints, Total of All Fees 244.00
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? [X] Yes [] No
Accepted by: [Signature] Date: 5/2/16 License #: 10023167

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 10023160

Issue Date: 11/25/2015

Expiration Date: 6/30/2016

Issued To:
BARBARA C HOLMES, Agent
FORT WILLCOX RV PARK LLC, Owner

Mailing Address:

Location:
FORT WILLCOX RV PARK
1765 W FORT WILLCOX LOOP
WILLCOX, AZ 85643

BARBARA C HOLMES
FORT WILLCOX RV PARK LLC
FORT WILLCOX RV PARK
1765 W FORT WILLCOX LOOP
WILLCOX, AZ 85643

EXP 6/30/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10023160

2. Is the license currently in use? Yes No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, BARBARA C HOLMES declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
(Print Full Name) PERSON on the stated license and location.

Owner/Agent not available. Purchase agreement attached.

X _____
(Signature)

State ARIZONA County of COCHISE
 The foregoing instrument was acknowledged before me this

_____ day of APRIL, 2016
Day Month Year

My Commission Expires on: _____
Date (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No
 If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

- Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7
 L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: FORT WILLCOX LLC
 2. Date Incorporated/Organized: 18 APRIL 2016 State where Incorporated/Organized: ARIZONA
 3. AZ Corporation or AZ L.L.C File No: L20852477 Date authorized to do Business in AZ: 21 APRIL 2016
 4. Is Corp/L.L.C. Non Profit? Yes No
 5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
PITTS	CAROLINE	MARIE	MGR/MEM	1765 W FORT WILLCOX LOOP	WILLCOX	AZ	85643

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
PITTS	CAROLINE	MARIE	100%	1765 W FORT WILLCOX LOOP	WILLCOX	AZ	85643

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (Interim Permit) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

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

My commission expires on _____
Day/ Month/Year Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207(B)(5))

1. Distance to nearest School: 3.5 miles Name of School: WILLCOX UNIFIED HIGH SCHOOL
 (if less than one (1) mile note footage) Address: 480 N Bisbee Ave, Willcox, AZ 85643

2. Distance to nearest Church: 2640 ft Name of Church: Seventh Day Adventist Church
 (if less than one (1) mile note footage) Address: 1000 S Church Rd, Willcox, AZ 85643

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

2. If the premise is leased give lessors: Name: _____
 Address: _____
Street City State Zip

3. Monthly Rent/ Lease Rate: \$ _____

4. What is the remaining length of the lease? _____ yrs _____ months

5. What is the penalty if the lease is not fulfilled? \$ _____ or other: _____
 (Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
RV PARK SPACE RENTAL & RETAIL STORE

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:

License #: 10023160 Individual Owner /Agent Name: BARBARA C HOLMES
 (Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H) (2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

Entrances/Exits

Liquor storage areas

Patio: Contiguous

Walk-up windows

Drive-through windows

Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No

If yes, what is your estimated completion date? _____

Month/Day/Year

2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.

3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).

4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

(Applicant's Initials)

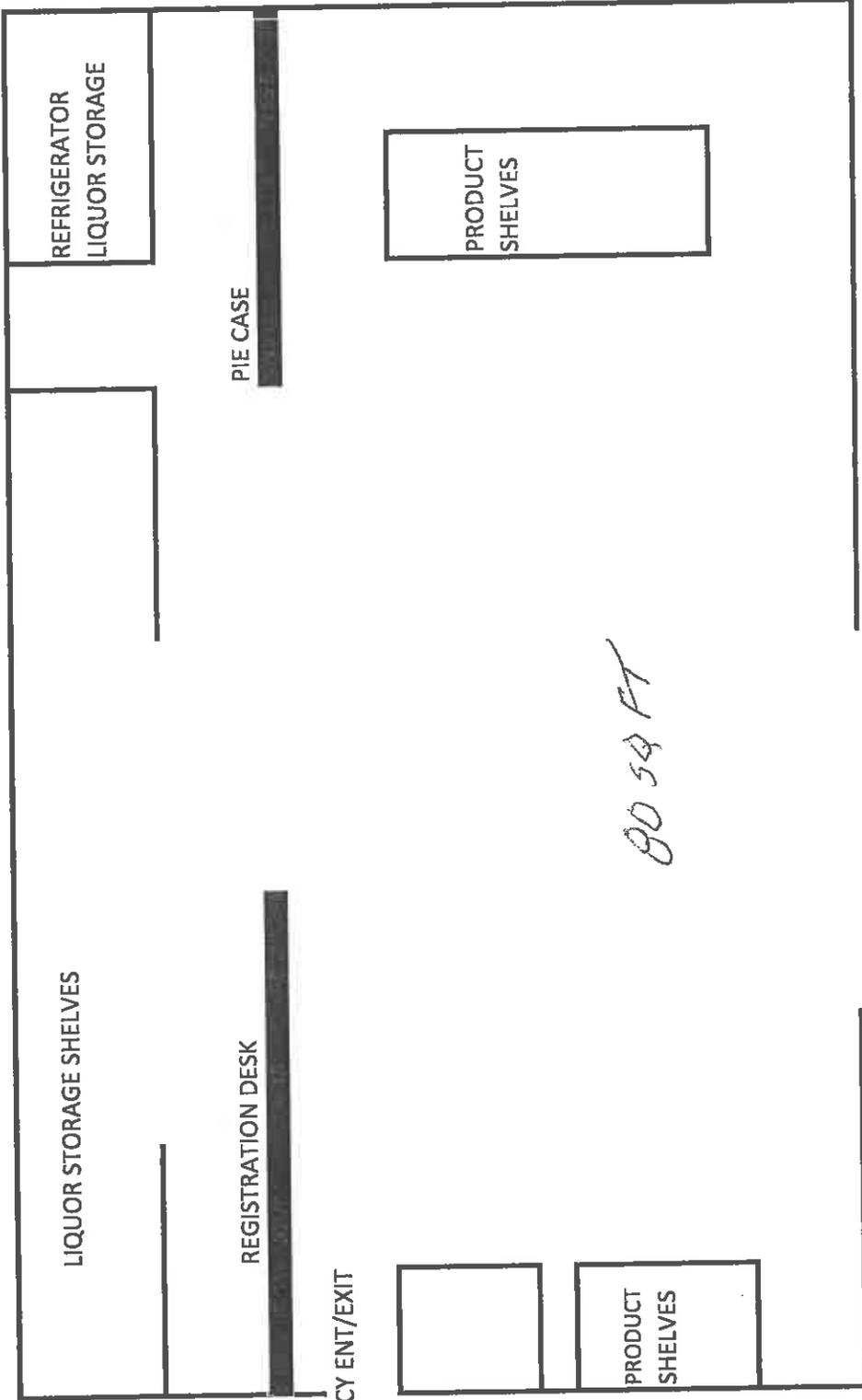
SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

DIAGRAM ATTACHED



FORT WILLCOX RV PARK
1765 W WILLCOX LOOP
WILLCOX AZ 85643

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) PAMELA LYNN HARPER, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature) *[Handwritten Signature]*

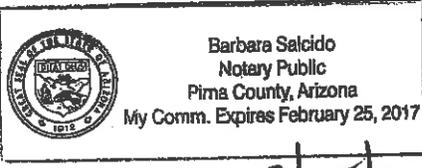
State of ARIZONA County of PIMA

The foregoing instrument was acknowledged before me this

19 of APRIL, 2016

Day Month Year

Barbara Salcido
Signature of NOTARY PUBLIC



My commission expires on: 2/25/2017

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Pamela Lynn Harper Address: 1765 W Fort Willcox Loop
Business Name: Fort Willcox RV Park City/Zip: Willcox, AZ 85643
Liquor License #: 10023167 Parcel #: 203-11-061
Ownership Type: Limited Liability Company Liquor License X Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

Cochise County Environmental Health has no issues or concerns with the proposed application

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

Name:

Carl Hooper

Title: Environmental Health Specialist

Signature:

Date: 5/18/2016

Contact phone: 520 432 9442

Email: chooper@cochise.az.gov

Return completed form with any attachments by: 5/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200
Fax (520) 432-5016

For Internal use only:

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Pamela Lynn Harper Address: 1765 W Fort Willcox Loop
 Business Name: Fort Willcox RV Park City/Zip: Willcox, AZ 85643
 Liquor License #: 10023167 Parcel #: 203-11-061
 Ownership Type: Limited Liability Company Liquor License X Special Event Liquor License
 Partner(s): Pamela Lynn Harper

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: On September 29, 2015 the site was inspected and it was not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y N Zoning: General Business (GB)
 Use permitted by P&Z? Y N Permit#: 14-0984
 Date Permit Issued: August 14, 2014 Use Permitted: Added retail sales to existing office.
 If use not permitted, is it LNC? Y N Year LNC Established: 1971 – RV Park

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

Name: Dora V Flores Title: Zoning Administrator
 Signature: Dora V Flores Date: May 11, 2016
 Contact phone: 520-432-9300 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 5/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Pamela Lynn Harper Address: 1765 W Fort Willcox Loop
Business Name: Fort Willcox RV Park City/Zip: Willcox, AZ 85643
Liquor License #: 10023167 Parcel #: 203-11-061
Ownership Type: Limited Liability Company Liquor License X Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the location in the last five years.

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

Approval

Disapproval

No Recommendation

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 051316

Contact phone: 432-9506

Email: mgenz@cochise/az/gov

Return completed form with any attachments by: 5/18/2016

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Pamela Lynn Harper Address: 1765 W Fort Willcox Loop
Business Name: Fort Willcox RV Park City/Zip: Willcox, AZ 85643
Liquor License #: 10023167 Parcel #: 203-11-061
Ownership Type: Limited Liability Company Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

xxx Yes No

If not, please attach pertinent documentation.

Comments:

Name: Kathleen wilson Title: Tax specialist 1
Signature: Kathleen wilson Date: 5/11/2016
Contact phone: 520-432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: 5/18/2016



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 5/24/16 Date of Posting Removal: 6/14/16

Applicant's Name: Harper Pamela Lynn
Last First Middle

Business Address: 1765 W Fort Willcox Loop Willcox AZ 85643
Street City Zip

License #: 10023167

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

Charles Robert Cooper Inspector 520-432-9300
Print Name of City/County Official Title Phone Number

Charles Cooper 6-14-16
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

RECEIVED
 COCHISE COUNTY
 BOARD OF SUPERVISORS
 2016 JUN 14 P 12:46

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Tuesday, May 24, 2016

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

Cochise County Board of Supervisors

PLACE 1415 Melody Lane, Bldg 6, Bisbee DATE/TIME Tuesday, June 28, 2016 @ 10:00 am

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

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

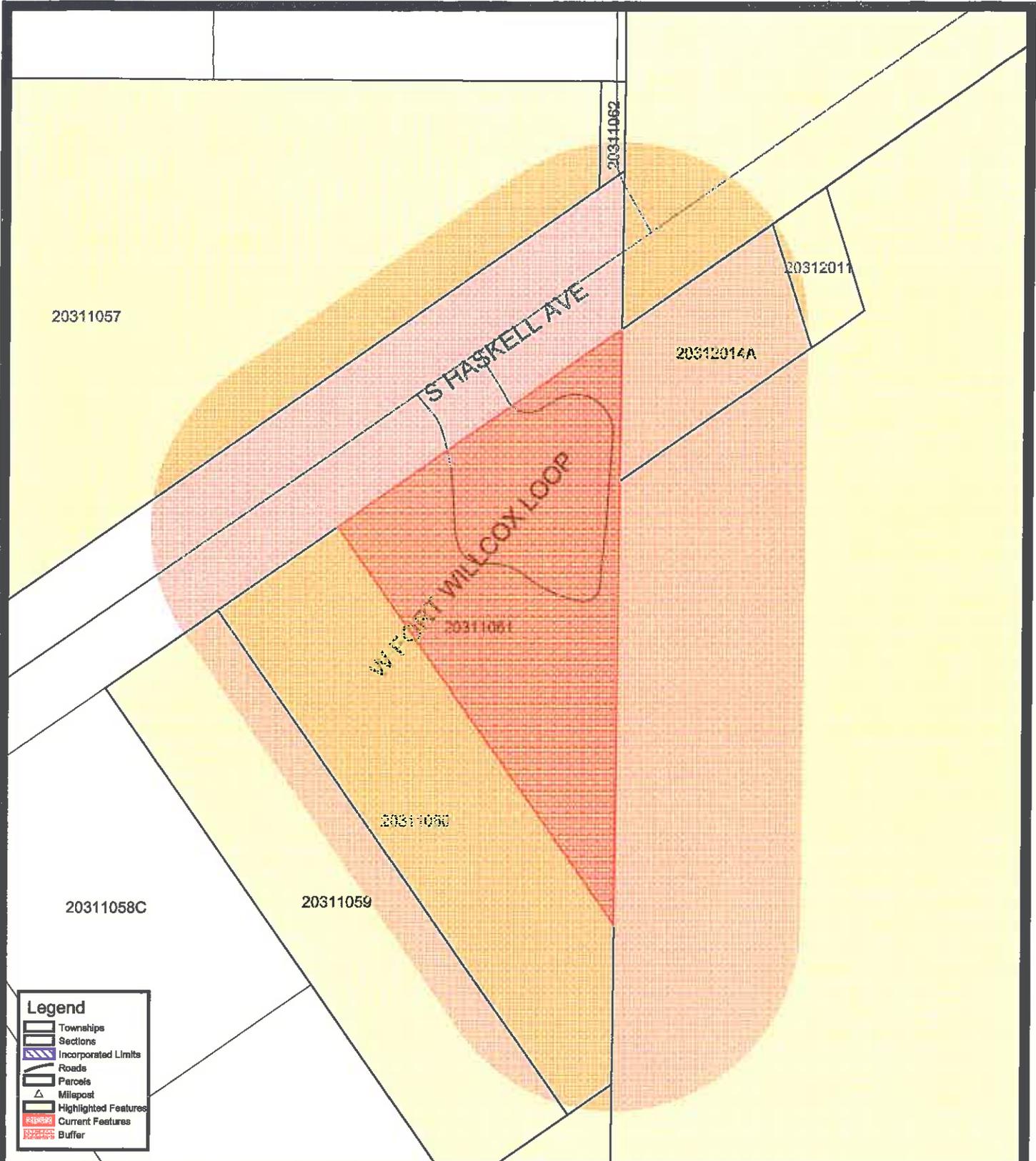
STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

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

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 520-432-9920 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.



Legend

- Townships
- Sections
- Incorporated Limits
- Roads
- Parcels
- Milepost
- Highlighted Features
- Current Features
- Buffer



Liquor License Posting
 203-11-061
 Ft Willcox RV Park

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



**Public Hearings 11.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

Franchise for Mobilite LLC

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: Britt Hanson **TITLE of PRESENTER:** Chief Civil Deputy Attorney

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** 40-283

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 16-18 granting a Telecommunications and Fiber Optic Services franchise to Mobilite, LLC.

Background:

Mobilite, LLC has applied for a communications/fiber optic franchise in all of Cochise County. The \$500.00 franchise fee has been paid and the Acceptance of Franchise has been signed. The Notice of Public Hearing has been published three times as required by statute. To date, there have been no letters or phone calls either for or against granting the franchise.

Department's Next Steps (if approved):

Send a copy of the recorded Resolution, Certificate of Clerk, and the minutes to Mark Krause.

Impact of NOT Approving/Alternatives:

Mobilite LLC would not be able to apply for a permit to work in the county right-of-ways.

To BOS Staff: Document Disposition/Follow-Up:

Record and give recorded copy to BOS Staff for follow up.

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

Application

Public Notice

Resolution

**COCHISE COUNTY, ARIZONA
APPLICATION FOR FRANCHISE**

Applicant's Name: Mobilitie, LLC

Address: 3972 Barranca Parkway Suite J City: Irvine State: CA Zip: 92606

Telephone: 1 (877) 296-1009 Emergency Telephone: (877) 338-1287

Who will own and operate the system, if other than applicant:

Name: N/A

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Emergency Telephone: _____

Indicate the type of franchise you are applying for:

Cable TV Electricity Gas Sewer Water

Telecommunications

Fiber Optic

Note: If you are claiming an exemption from obtaining a franchise please specify reason:

Does the applicant have an existing or proposed agreement with anyone proposing to have an ownership interest in the franchise? Yes No

If the answer is yes, please attach a statement from Corporate Council setting forth the name(s) and address(es) of the person(s) with such ownership interest, and a copy of the agreement.

What is the applicant's experience in providing service for the utility for which applicant is applying for a franchise? Mobilitie, LLC is part of the largest privately held public utility in the country, in fact the only utility company with competitive local exchange carrier (CLEC) status in all 50 states. Mobilitie, LLC constructs and provides transport services to support a variety of uses, including M2M and IoT applications. Mobilitie, LLC has worked with the nation's leading companies including wireline and wireless carriers, sports and entertainment venues, real estate and hospitality firms, healthcare and transportation providers as well as higher education and government entities to provide connectivity for their customers and constituents.

How many people do you anticipate serving with this utility? Mobilitie, LLC's network will provide better connectivity for the entire county of Cochise.

THIS APPLICATION MUST BE ACCOMPANIED BY A \$500 NONREFUNDABLE FRANCHISE APPLICATION FEE AND A LEGAL DESCRIPTION OF THE BOUNDARY OF THE AREA TO BE SERVED BY THE FRANCHISE.

**NOTICE TO THE PUBLIC
BEFORE THE BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

IN THE MATTER OF THE APPLICATION for approval of an application by Mobilitie LLC to renew a franchise for a telecommunications and fiber optic services for domestic and commercial use license to use public streets, roads and alleys;

NOTICE IS HEREBY GIVEN, that the Board of Supervisors of Cochise County, Arizona, has been requested to approve the assignment of a telecommunications and fiber optic services for domestic and commercial use license to use the public roads, streets, alleys and highways within the following described area, to-wit:

A map is on file with the Clerk of the Board of Supervisors.

Prior to the consideration of this request, the Cochise County Board of Supervisors shall hold a public hearing on the 28th day of June, 2016 at 10:00 o'clock A.M., at the Cochise County Board of Supervisors' Hearing Room which is located at 1415 Melody Lane, Building G, Bisbee, Arizona at which the applicant, Mobilitie LLC and its proposal shall be examined and the public and all interested parties shall be afforded a reasonable opportunity to be heard.

Dated this 1st day of June, 2016.

Arlethe G. Rios
**CLERK, BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA**

RESOLUTION 16 - ____

**GRANTING A TELECOMMUNICATIONS SERVICES FRANCHISE TO
MOBILITIE, LLC**

KNOW ALL MEN BY THESE PRESENTS, THAT,

WHEREAS, MOBILITIE, LLC has applied and petitioned, pursuant to A.R.S. §§ 40-283 and 9-583, to the Board of Supervisors of Cochise County, Arizona, for the right, privilege, license, and franchise to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways, within the County, facilities for the purpose of maintaining and operating a telecommunication system, and all other facilities and improvements necessary for local network and intrastate telecommunications services; and

WHEREAS, reasonable public notice of this Application has been provided in the manner required by A.R.S. § 40-283 of the filing of said Application and of the public hearing on this matter set for _____, 2016 at 10:00 A.M. at the regular meeting place of the Board in the City of Bisbee, Arizona, as the time and place for the consideration of the matter; and

WHEREAS, it appears from the affidavit of publication of the San Pedro Valley News-Sun that due and regular notice of said date, time, and place set for the consideration of such action has been published once a week for three (3) consecutive weeks prior to the said date of the hearing, to-wit: in the issues of the Wednesday, the __ of ____, the __ of ____, and the __ of ____, 2016 of said newspaper, and the matter being called at 10:00 o'clock A.M., and it appearing that the Board of Supervisors has not received a petition signed by more than 50% of the qualified electors of said County asking the Board to deny said Application on or before the date set for consideration thereof; and

WHEREAS, said Application came on regularly to be heard on the __ day of ____, 2016, before the Board of Supervisors of Cochise County, and the Board considered the Application for the franchise, and there being good cause to grant this Application,

NOW, THEREFORE, it being determined by the Board of Supervisors of Cochise County that the grant of this franchise is regular, proper, authorized by law and in the best interest of Cochise County, and the inhabitants thereof;

NOW, THEREFORE, IT IS HEREBY ORDAINED:

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

Page | 2

1. That this Board of Supervisors of Cochise County, Arizona, acting for and on behalf of said County (the "County"), does hereby grant unto MOBILITIE, LLC (hereinafter called "Grantee") a nonexclusive right, privilege, license, and franchise (hereinafter "the franchise") to construct, install, operate, and maintain along, over, under and across the streets, alleys, and highways under the jurisdiction of the County, facilities for the purpose of maintaining and operating a telecommunications system, and all other facilities and improvements necessary for telecommunications. This grant does not include the authorization to use State highways and those areas within the corporate boundaries of any city or town. This grant is subject to the terms, conditions, and limitations expressed below or incorporated herein by reference.

2. The County reserves the right to impose future restrictions, limitations and conditions upon the exercise of the rights granted herein as it deems best for the public safety and welfare. The Grantee is further required to comply with all lawful, applicable ordinances of Cochise County regulating the conduct of work within the public rights-of-way; as such ordinances are now enacted or may be amended or adopted from time to time. The Grantee is required to obtain a separate Right-of-Way Use Permit from the County prior to initiating any construction in the right-of-way and to pay the applicable fees for the associated inspections.

3. The franchise granted hereby shall not be exclusive, and nothing herein shall be construed to prevent the County from granting other like or similar franchises to any other person, firm, or corporation.

4. The Grantee shall bear all expenses and costs, including damages and compensation for the alteration of the direction, surface, grade, or alignment of a public roadway or for revenues lost by the Grantee, which may arise in connection with its exercise of the rights granted herein.

5. The Grantee shall erect, construct, and maintain all facilities authorized herein in a good and workmanlike manner and in compliance with all valid laws, ordinances, and regulations, which may be in, force from time to time. All such work shall be performed in such a manner as may be necessary to avoid any unreasonable damage, disturbance, or modification to existing public rights-of-ways, including roads, streets, highways, bridges, borrow ditches or shoulders thereon.

6. The Grantee shall, immediately upon erecting, constructing, replacing or repairing its facilities, or any part thereof, at its own cost and expense, restore any effected public right-of-way, including any road, street, highway, bridge, borrow ditch or shoulder thereon, to not less than the same condition which existed prior to the Grantee's action.

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

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7. The County does not waive or relinquish any rights it may have to the full and complete use of the public rights-of-way subject to this franchise, whether for road purposes or otherwise. The rights of the County in and to the use of the right-of-way are, and shall be, paramount and superior to the rights of the Grantee. In the event that the location of the Grantee's facilities may interfere or conflict with the County's use, expanded use, alteration, improvement, or maintenance of the County's rights-of-way, the County may require the Grantee to relocate, at the Grantee's expense, all facilities which give rise to such interference or conflict. The County will provide the Grantee with reasonable notice of any relocation requirement and will provide a reasonable period of time for the Grantee to perform such relocation.

8. The Grantee assumes the sole responsibility for all liability for any injury or damage to any person or property, or to the road and right-of-way itself, caused by or arising out of the exercise of the rights granted herein and directly attributable to any act or commission of the Grantee. The Grantee shall indemnify, defend and hold harmless Cochise County, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the Grantee, its agents, employees, or anyone acting under its direction, control or on its behalf. The County shall indemnify, defend and hold harmless Grantee, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature, including all costs of legal defense, arising out of the exercise of these rights which are attributed to any act or omission of the County, its agents, employees, or anyone acting under its direction, control or on its behalf.

9. The County grants this franchise for a term of five (5) years from the date of its authorization. This franchise may not be sold, leased, assigned, conveyed or transferred in any manner, in whole or in part, without the express written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any provision in this agreement to the contrary, Grantee shall have the right to assign this franchise to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of the Grantee that are subject to this franchise. Notwithstanding anything contained herein to the contrary, Grantee may, without County's consent, provide capacity across Grantee's facilities to a third party as long as management and control of the facilities remain with Grantee.

10. The County reserves the right to alter or amend the terms of this franchise in any manner necessary to protect the safety or welfare of the public or the public interest. This reservation includes, but is not limited to, the authority to impose such amended franchise fees, rentals or use payments, or other form of compensation or assessment as the County may be

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

Page | 4

authorized, now or in the future, to impose under the laws of the State of Arizona and the United States.

///

11. The County may terminate this franchise in the event that the Grantee fails to comply with the material terms and conditions of this franchise. The Board of Supervisors, or its designee, shall provide the Grantee with written notice of noncompliance and allow the Grantee a period of not less than sixty (60) days to remedy any breach. If the Grantee continues to fail to comply with the terms of this franchise after this notice and remedy period, the Board of Supervisors may, following a public hearing, revoke all rights granted herein and render this franchise null and void. Grantee may terminate any site license or permit granted hereunder for convenience upon thirty (30) days written notice to County.

12. Upon termination of the franchise, whether by expiration of its term, or for cause, or by voluntary abandonment, and after written notice from the County, the Grantee shall remove all of its facilities installed pursuant to the rights granted herein within one hundred eighty (180) days of such termination, and shall repair any damages caused thereby. All such facilities which are not removed within this period shall be deemed to be abandoned and shall become the property of the County.

13. This franchise will not be effective for any purpose until the Grantee has indicated its acceptance in writing below.

14. The rights, privileges, and franchise granted herein are made pursuant to the laws of Arizona, including A.R.S. §§ 40-283 and 9-582, et seq., which are incorporated herein by reference.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Cochise, State of Arizona, has caused these presents to be executed and signed by the Chairman of the Board of Supervisors on this ___ day ____, 2016.

**BOARD OF SUPERVISORS
COUNTY OF COCHISE:**

Richard Searle, Chairman

ATTEST:

APPROVED AS TO FORM:

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

Page | 5

Arlethe Rios,
Clerk of the Board

Britt Hanson,
Chief Civil Deputy County Attorney

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

Page | 6

ACCEPTANCE OF FRANCHISE

This is to certify that the Grantee, MOBILITIE, LLC, has on the ____ day of _____, 2016, accepted the foregoing franchise. Grantee agrees that it will be bound by, observe, and carry out the terms and conditions of such franchise.

Dated: _____

GRANTEE:

MOBILITIE, LLC

By: _____

RESOLUTION 16-__

Re: Granting A Telecommunications Services Franchise to Mobilitie, LLC

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CERTIFICATE OF CLERK

I, Arlthe Rios, Clerk of the Board of Supervisors of Cochise County, Arizona, do hereby certify that the foregoing excerpt from the minutes of the meeting of the Board of Supervisors of Cochise County, Arizona, held on _____, 2016 constitutes a true and correct copy of the said minutes insofar as they relate to the Application of MOBILITIE, LLC, for a telecommunications services franchise in the County and to the granting of said telecommunications services franchise pursuant to the resolution hereinabove set out, all as appears in the official records of the Board of Supervisors.

IN WITNESS WHEREOF, I have set my hand and official seal of the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

ARLETHE RIOS, CLERK,
BOARD OF SUPERVISORS
COCHISE COUNTY, ARIZONA

Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016
Authorizing the abandonment of right-of-way and the alteration of a County Highway for Friend Drive located in Naco

Submitted By: Teresa Murphy, Community Development

Department: Community Development **Division:** Right of Way
Presentation: PowerPoint **Recommendation:** Approve

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

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

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-7203; 11-251(44); 28-6701 thru 68-60703; 28-2701 thru 28-7215

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 16-19 abandoning any interest the County might have in a portion of dedicated public right-of-way known as Friend Drive in Naco.

Background:

In the 1907 Official Map of the Townsite of Naco, Maps and Plats Book 0, page 68 and Book 1, page 138-139, the streets and alleyways were dedicated to the public, including the unnamed Friend Drive. In the past, several land exchanges have occurred within this segment of Friend Drive to alleviate traffic issues as well as the encroachment of the buildings into the public right-of-way. In 1998, Resolution 98-70 established Friend Drive as a County Highway, in order to vacate this portion, state laws require advertisement and a public hearing to abandon the highway status. Staff has advertised for thirty (30) days prior and once (1) a week for two (2) consecutive weeks prior to the date of public hearing.

The applicant, Naco Fire Department has requested the abandonment of the portion of Friend Drive as it adjoins their parcel. In recent years Friend Drive has become a high traffic area for illegal border crossing as well as drug smuggling. The fire department has been tagged with graffiti, their equipment has been vandalized and their fence has been knocked down on numerous occasions. Friend Drive right-of-way has also become a parking lot for semi-trucks doing business with the adjacent warehouse. There have been times when the fire department has been unable to access their property or necessary firefighting equipment. The fire department has stated that if the abandonment is approved they will erect a fence along the property line to alleviate many of their prior concerns. The alleyway deeded in Fee#0003-05998 will remain open for utility companies and private easements will be granted to neighboring property owners to access the west side of their parcels. Adjacent property owners have been contacted and were requested to give comments. Robert Willis, managing member of Copper Glance LLC, has objected to this abandonment stating that the rear access to his parcel would be cut off from direct access to Martinez Street via Friend Drive. He also states that his parcel is a commercial property and rear deliveries would be impossible without through access as trucks would be unable to turn around in the area remaining a public dedication. Lionel Urcadez, owner of the Gay 90's Bar, is in support of the abandonment. Local utilities have been contact and have made no objections to the abandonment. The Transportation Planner states that the short-term benefits of the abandonment may outweigh the uncertain long-term benefits of retaining this dedicated right-of-way. The partial abandonment would fragment the roadway connectivity and it is recommended that if the County pursues this abandonment, that the entire segment of Friend Drive be abandoned. Appropriate easements for utilities as well as private owners should be retained. The willingness of all the adjacent property owners to take over the historic travel-way should be a serious consideration in deciding if this abandonment if appropriate at this time. The application fee of \$75, administrative fee of \$300 and the Land Purchase Fee of \$3,750.00, totaling \$4,125.00, have not been paid at this time. Due to budgetary constraints, the Naco Fire Department has requested the fees associated with this abandonment be waived. It is within the power appointed to the Board per ARS 28-7208, for consideration for the public benefit to waive the land purchase fee. In the 2015 abandonment of public right-of-way within the Brian A Terry Border Patrol Station, the land purchase fees were waived due to the public benefit of the location of the secured compound whose proximity to the United States/Mexico border ensures a vital role in the support of national security.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

If the abandonment is not approved, the portion of Friend Drive will remain a public right-of-way.

To BOS Staff: Document Disposition/Follow-Up:

Record resolution and deed; send original deed and copy of resolution to Teresa Murphy, Right-of-Way/Hwy Division.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Executive Summary](#)

[Executive Summary Map](#)

[Resolution 16-](#)

[Quit Claim Deed](#)

[Private Easement](#)

[Transportation Planner Comments](#)

[Utility Approval](#)

[Letter of Support](#)

[Letter of Opposition](#)

[Location Map](#)

[Friend Drive PowerPoint Presentation](#)



Cochise County Community Development Highway and Floodplain Division

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

DATE: 6/15/2016
TO: Board of Supervisors
THRU: Karen C. Riggs, Director
FROM: Teresa Murphy, Right-of-Way Agent
SUBJECT: Friend Drive Abandonment

Recommendation:

Staff recommends adoption of the accompanying resolution to alter the Highway status and abandon any interest the County may have in a portion of dedicated public right-of-way known as Friend Drive in Naco.

Background (Brief):

In the 1907 Official Map of the Townsite of Naco, Maps and Plats Book 0, page 68 and Book 1, page 138-139, the streets and alleyways were dedicated to the public, including the unnamed Friend Drive. In the past, several land exchanges have occurred within this segment of Friend Drive to alleviate traffic issues as well as the encroachment of the buildings into the public right-of-way. In 1998, Resolution 98-70 established Friend Drive as a County Highway, in order to vacate this portion, state laws require advertisement and a public hearing to abandon the highway status. Staff has advertised for thirty (30) days prior and once (1) a week for two (2) consecutive weeks prior to the date of public hearing.

The applicant, Naco Fire Department has requested the abandonment of the portion of Friend Drive as it adjoins their parcel. In recent years Friend Drive has become a high traffic area for illegal border crossing as well as drug smuggling. The fire department has been tagged with graffiti, their equipment has been vandalized and their fence has been knocked down on numerous occasions. Friend Drive right-of-way has also become a parking lot for semi-trucks doing business with the adjacent warehouse. There have been times when the fire department has been unable to access their property or necessary firefighting equipment. The fire department has stated that if the abandonment is approved they will erect a fence along the property line to alleviate many of their prior concerns. The alleyway deeded in Fee#0003-05998 will remain open for utility companies and private easements will be granted to neighboring property owners to access the west side of their parcels. Adjacent property owners have been contacted and were

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

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



Cochise County Community Development Highway and Floodplain Division

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

requested to give comments. Robert Willis, managing member of Copper Glance LLC, has objected to this abandonment stating that the rear access to his parcel would be cut off from direct access to Martinez Street via Friend Drive. He also states that his parcel is a commercial property and rear deliveries would be impossible without through access as trucks would be unable to turn around in the area remaining a public dedication. Lionel Urcaez, owner of the Gay 90's Bar, is in support of the abandonment. Local utilities have been contact and have made no objections to the abandonment.

The Transportation Planner states that the short-term benefits of the abandonment may outweigh the uncertain long-term benefits of retaining this dedicated right-of-way. The partial abandonment would fragment the roadway connectivity and it is recommended that if the County pursues this abandonment, that the entire segment of Friend Drive be abandoned. Appropriate easements for utilities as well as private owners should be retained. The willingness of all the adjacent property owners to take over the historic travel-way should be a serious consideration in deciding if this abandonment if appropriate at this time.

The application fee of \$75, administrative fee of \$300 and the Land Purchase Fee of \$3,750.00, totaling \$4,125.00, have not been paid at this time. Due to budgetary constraints, the Naco Fire Department has requested the fees associated with this abandonment be waived. It is within the power appointed to the Board per ARS 28-7208, for consideration for the public benefit to waive the land purchase fee. In the 2015 abandonment of public right-of-way within the Brian A Terry Border Patrol Station, the land purchase fees were waived due to the public benefit of the location of the secured compound whose proximity to the United States/Mexico border ensures a vital role in the support of national security.

Fiscal Impact & Funding Sources:

There are no costs associated with the abandonment of Friend Drive.

Next Steps/Action Items/Follow-up:

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

Impact of Not Approving:

If the abandonment is not approved, the portion of Friend Drive will remain a public right-of-way.

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



Executive Summary Map

Proposed Abandonment of Friend Drive within the Naco Townsite

Section 19
Township 24 South
Range 24 East

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



MARTINEZ STREET

Naco Fire Department

Stephen Ralls
Celebrations Venue

Luis Valenzuela

Dian Moncrief

Copper Glance LLC

Leonel Urcadez
Gay 90's Bar

JCDC LLC

FRIEND DRIVE

TOWNER AVENUE

Legend

- Naco Fire Department Parcels
- Proposed Abandonment
- Previous Abandonment
- Maintained Roads

RESOLUTION 16-___

**AUTHORIZING THE ALTERATION OF A COUNTY HIGHWAY AND THE
ABANDONMENT OF A PUBLIC RIGHT-OF-WAY IN NACO**

WHEREAS, the Board of Supervisors of Cochise County, Arizona, is authorized to alter or abandon a County highway pursuant to A.R.S. §§ 28-6701 through 28-6703 and dispose of or extinguish interest in a portion of roadway that is not necessary for public road use pursuant to A.R.S. §§ 28-7201 through 28-7215; and

WHEREAS, there has been presented to the Board of Supervisors of Cochise County Arizona, a formal request from the majority adjoining property owner, praying for the abandonment of that certain public right-of-way, known as Friend Drive, more particularly described as follows:

See attached **EXHIBIT “A”**

WHEREAS, the Board of Supervisors having considered all comments regarding this request at their meeting held June 28, 2016, and having determined that the public right-of-way described hereinabove is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, the Board of Supervisors at their meeting held on April 18, 2006, adopted Resolution 06-24 which serves as a guideline for departmental staff but does not preclude the Board of Supervisors from taking any action deemed appropriate and in the best interest of the public; and

WHEREAS, Resolution 06-24 subsection II.B does not consider the public benefit received by Cochise County, however due to the operations of the Naco Fire Department and the need to have a secured facility and access to emergency vehicles, which is further enabled through said abandonment, a public benefit is received by Cochise County; and

WHEREAS, the vacated right-of-way have a market value commensurate with the public benefit received by Cochise County in accordance with A.R.S. § 28-7208; and

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

WHEREAS, pursuant to A.R.S. § 11-251(44), notice to the public having been given by publication thereof thirty (30) days prior in the Arizona Range News, the official newspaper for

RESOLUTION 16-__

Re: Authorizing The Alteration Of A County Highway And The Abandonment Of A Public Right-Of-Way In Naco

Page | 2

Cochise County, in which said notice stated the property ownership, and legal descriptions of the lands involved; and

WHEREAS, unknown public utilities may exist within said right-of-way,

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

IT IS FURTHER RESOLVED that the interest of Cochise County in lands described above is hereby vacated and the issuance of Quit Claim Deeds vesting title in the adjacent property owners is hereby authorized pursuant to A.R.S. § 28-7205.4. The Chairman of the Board is hereby authorized to execute the Quit Claim Deed(s) and all other documents necessary to completion of this transaction.

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

IT IS FINALLY RESOLVED, that any previous resolution in conflict herewith, is hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2016.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

Elda Orduno for

Britt W. Hanson,
Chief Civil Deputy County Attorney

QUIT CLAIM DEED

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to **NACO FIRE DISTRICT**, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

See attached **EXHIBIT "A"**

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

Subject to easements for existing utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 16-____ adopted by the Cochise County Board of Supervisors.

Dated this _____ day of _____, 2016.

Richard Searle, Chairman
Board of Supervisors

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, for the purpose and consideration herein contained.

My Commission Expires:

Notary Public

EXHIBIT "A"

A portion of Block 9 and Friend Drive formerly un-named 50.00' wide right-of-way adjacent to Block 9 as shown on the Official Map of the Townsite of Naco, Maps and Plats Book 1, pages 138-139, as filed in the Office of the Recorder, Cochise County, Arizona and more particularly described as follows:

BEGINNING at the intersection of the south line of Martinez Street, formerly known as Second Street and the west line of Block 9, said Naco Townsite, said point also being the Northwest corner of a parcel of land conveyed in Fee# 0003-05997;

Thence East along said South line of said Martinez Street and along the north line of said land conveyed in Fee# 0003-05997, a distance of 50.00 feet to the Northeast corner of said parcel conveyed in Fee# 0003-05997;

Thence Southwest along the Southeast line of said land conveyed in Fee# 0003-05997, a distance of 47.27 feet to the South corner of said parcel conveyed in Fee# 0003-05997, said point also being a point on the southwest boundary of said Block 9

Thence Southeast along said boundary of Block 9 a distance of 7.39 feet to a point of a tangent curve to the left having a radius of 566.80 feet and a central angle of $00^{\circ}44'49''$;

Thence Southeast along said boundary of Block 9 and along said tangent curve to the left, a distance of 123.05 feet to the south corner of the West half of said Block 9;

Thence West parallel to the South line of said Martinez Street, a distance of 49.04 feet to the east line of a parcel of land conveyed in Fee# 9806-16436;

Thence Northwest along said east line of said parcel of land conveyed in Fee# 9806-16436 the following courses:

Northwest a distance of 27.65 feet to a point on a tangent curve to the left, having a radius of 187.00 feet and a central angle of $08^{\circ}28'19''$;

Northwest along said tangent curve a distance of approximately 26.11 feet;

Northwest a distance of 113.33 feet to the Northeast corner of said land conveyed in Fee# 9806-16436, said point also being a point on the South line of said Martinez street;

Thence East along the South line of said Martinez Street a distance of 26.19 feet more or less to the POINT OF BEGINNING.

GRANT OF PRIVATE EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, NACO FIRE DISTRICT, "Grantors", hereby grants to, THE PRESENT AND FUTURE OWNERS OF LOTS 506, 508, 510 & 512 Block 9 NACO TOWNSITE, Book 1 of Maps and Plats, pages 138-139, records of Cochise County, Arizona, "Grantees" an easement for the purpose of ingress and egress across that certain parcel of land in County of Cochise, State of Arizona, more particularly described as follows:

See attached **EXHIBIT "A"**

In Witness Whereof, this instrument has been duly signed and executed this _____ day of June, 2016 .

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

Joe Garcia, Treasurer
Naco Fire District

This instrument was duly acknowledged before me this _____ day of June , 2016, by Joe Garcia, Treasurer for the purpose and consideration therein contained.

Notary Public

My Commission Expires:

EXHIBIT “A”

That 20-foot public alleyway in Block 9 as it adjoins Lots 506, 508, 510 & 512, Block 9, as shown on the Official Map of the Townsite of Naco, Maps and Plats Book 1, pages 138-139, as filed in the Office of the Recorder, Cochise County, Arizona.



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

Date: June 7, 2016

To: Theresa Murphy, Right-of-Way Agent I

From: Karen L. Lamberton, AICP, County Transportation Planner

Subject: Proposed Abandonment of dedicated right-of-way on Friend Drive/Parcel 102-57-023/024

The applicant has requested abandonment of a public right-of-way known as Friend Drive, a diagonal primitive road located between Martinez St. and Towner Ave. in the Naco townsite. This short internal circulation roadway was dedicated to the public in 1907 and appears to have served the Naco Port of Entry, freight and border business in the past.

Comprehensive and Area Plan Compatibility

This area is subject to the Naco Community Plan and Development Map adopted on Feb. 17, 1998 per Resolution 98-09. Goals of that plan included a desire for a park system, maintain the historic character of the area, and preserve natural drainageways. The plan also called for a "safe and convenient traffic system", moving freight/manufacturing traffic off of residential roadways, providing for adequate parking. Policy 6 of Element Two (Roads) specifically desired an ordinance to regulate inappropriate use of residential streets by semi-trucks. Resolution 99-85 was then enacted establishing a no truck or trailer parking zone on both Towner Ave. and Dominguez St. Although the roadway along Martinez St. is also signed for No Parking of Trucks clearly the area is frequently being used for the unauthorized parking of semi-trucks and/or staging of these vehicles for loading. Friend Drive was not included in this no truck/trailer restriction.

The area subject to this abandonment request was identified for business (retail and services) purposes in the Naco Area Plan Land Use Map.

The Comprehensive Plan, updated in 2014, states that public alleys should be discouraged. This policy was brought forward by the Highway Dept. due to the difficulty in maintaining the narrow roadways. In addition, inevitably these back alleyways become heavily encroached upon by adjacent property owners for other uses. As is the case with this abandonment request, property owners begin to rely upon the public access routes for their own uses, sometimes maintaining or landscaping these areas, and using unauthorized driveways onto the dedicated right-of-way routes. The public, however, still has a right to continue to use these public routes creating conflicts between the private uses and public rights.

Transportation Circulation Analysis

Like many of the areas that have been in active use since the establishment of Cochise County, Naco has numerous historic, narrow, native-surfaced routes that local residents have relied on for connectivity through their neighborhood. Identifying those routes for improvement to effectively move 21st century traffic as well as identifying routes to be closed off and re-vegetated for safety, effective circulation and consolidation of fragmented private parcels is needed in these older Colonia areas.

A Colonia Area Circulation Plan for the Naco area identified in the 2025-2035 timeframe of the 2040 Long-Range Transportation Plan. An ideal traffic circulation design for the Naco area would include clearly defined and maintained alleyways and connecting streets. However, a Colonia transportation circulation plan is not yet in place and funding for the implementation of recommendations for such a plan is unlikely in the near-future. Continued changes in land uses and the future growth (or decline) of the Naco Port of Entry is also uncertain.

At the present time, this back alleyway/roadway is providing access to the back parking areas for several private residents and/or businesses as well as a back access route for the Naco fire department. Freight (semi-trucks) were parked on Friend Drive both times staff made site visits and have been observed in previous site visits to the Port of Entry area. The route is well-used for a small, dirt roadway reflecting the number of private property owners on both sides of this road. It appears that it is more heavily used by the property owners than by pass-through traffic as the county-maintained roadways, Towner Ave. and Martinez St. are more easily accessed and are chip-sealed. However, the presence of the Gay 90's bar on the northwest corner of Friend Dr. at the Towner St. intersection indicates that patrons use Friend Drive as an alternative route. In addition, this segment of Friend Drive is part of a longer, diagonal route that moves northwest through Naco that has historically been used by area residents.

This roadway serves a small neighborhood circulation purpose and it may be preferred by those property owners to have legal control over this back access route to their properties. It also serves as a staging area for semi-trucks for adjacent business – either these owners should gain legal control over those “parking” areas (via an abandonment of the public rights) or should contain their vehicles within their own business properties. The Naco Fire Dept. has requested this abandonment in order to ensure their future access for fire equipment and to control the adjacent land to their Fire Dept. restricting vehicular traffic so that they have room to expand and bring out equipment currently stored or staged in the back area of their lot.

Completely closing access off could be problematic for future utility access (which exists within this right-of-way at this time) and for private property owner's reliance on the public right-of-way for their back garage access. It also is in current use and the partial abandonment proposed would create undesired dead-ends and fragment the existing roadway. Providing utility, private or public easements might mitigate the impact on adjacent property owners; however, any roadway that has multiple easements is often better off with a fully dedicated public right-of-way in order to avoid future conflicts when properties change hands or land uses change. In addition, this area is very close to the International Border. Long-range Border Master Plans recommend the acquisition of small parks and parking lot features near Ports of Entry to serve pedestrian, tourists and freight movement in these key economic generator zones. As such, giving up right-of-way in this area may later be seen as short-sighted as it is positioned to serve border and business needs.

Recommendation:

The short term benefits of the abandonment may outweigh the uncertain long-term benefits of retaining this dedicated right-of-way. At this time this alleyway/roadway is primarily being used for private ownership travel purposes; however, there is use of this route as an alternative route by the public at this time. In addition, parking for the Gay 90's bar is frequently occurring within the public right-of-way.

A partial abandonment would fragment the roadway connectivity. It is recommended that if the County pursues this abandonment, that the County considers the abandonment of the entire segment of Friend Drive, rather than retain any portion of it. Appropriate easements for utilities and for the private owners currently accessing the back of their properties via Friend Drive should be retained. The property owners adjacent to this right-of-way could then take their own actions to develop private driveways and parking areas. The willingness of all the adjacent property owners to take over this historic travel-way in the Naco Colonia area should be a serious consideration in deciding if this abandonment is appropriate at this time.

Murphy, Teresa

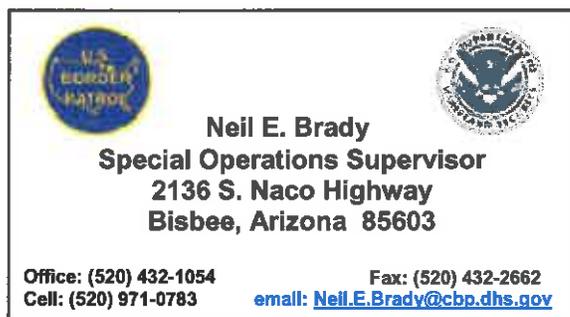
From: BRADY, NEIL E (NCO) [NEIL.E.BRADY@CBP.DHS.GOV]
Sent: Thursday, June 02, 2016 8:05 AM
To: Murphy, Teresa
Cc: SNAVELY, JEFFREY W (NCO)
Subject: Re: Abandonment in Naco- Request for Comments
Attachments: FriendDrive Abandonment.pdf

Maam,

The U.S. Border Patrol has no objection to the abandonment of that section of Friend Drive in Naco. There will be minimal to no impact to Border Patrol Operations.

Please let me know if there is anything else that you need.

Neil Brady



From: Murphy, Teresa [<mailto:TMurphy@cochise.az.gov>]
Sent: Thursday, June 02, 2016 7:45 AM
To: BRADY, NEIL E (NCO) <NEIL.E.BRADY@CBP.DHS.GOV>
Subject: Abandonment in Naco- Request for Comments

Agent Brady,

This department has received a request to abandon the public right-of-way for that portion Friend Drive in Naco. Please find a maps indicating the area of this proposed abandonment.

Should a full abandonment be approved, the public and private interest in this right-of-way will be vacated and become the private property of the adjoining land owners.

Since approval of this abandonment request may impact patrol/enforcement operations, we are contacting you so that you have the opportunity to comment for or against the requested abandonment. If you wish to submit comments on this matter, please do so by June 13th, 2016. This will ensure that your comments are included in the packet presented to the Board of Supervisors for their review of this request.

Your attention to this matter is appreciated. If you have any questions or need information, please do not hesitate to contact me.

Murphy, Teresa

From: Bowie Clemons [bowie.clemons@swgas.com]
Sent: Tuesday, May 31, 2016 3:20 PM
To: Murphy, Teresa
Cc: Stephen York
Subject: RE: Abadonment in Naco-Request for Comments

Teresa,
The proposed right of way abandonment will not affect any existing Southwest Gas Facilities.
Thanks,
Bo

From: Murphy, Teresa [mailto:TMurphy@cochise.az.gov]
Sent: Tuesday, May 31, 2016 2:37 PM
To: Bowie Clemons <bowie.clemons@swgas.com>
Subject: EXTERNAL: Abadonment in Naco-Request for Comments

Bowie,

This department has received a request to abandon the public right-of-way for that portion Friend Drive in Naco. Please find a maps indicating the area of this proposed abandonment.

Should a full abandonment be approved, the public and private interest in this right-of-way will be vacated and become the private property of the adjoining land owners.

Since approval of this abandonment request may impact utility operations, we are contacting you so that you have the opportunity to comment for or against the requested abandonment. If you wish to submit comments on this matter, please do so by June 13th, 2016. This will ensure that your comments are included in the packet presented to the Board of Supervisors for their review of this request.

Your attention to this matter is appreciated. If you have any questions or need information, please do not hesitate to contact me.

Teresa Murphy
Cochise County Community Development
Highway and Floodplain Division
1415 Melody Lane, Building F
Bisbee, AZ 85603
520-432-9300
520-432-9337 fax

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

The information in this electronic mail communication (e-mail) contains confidential information which is the property of the sender and may be protected by the attorney-

Murphy, Teresa

From: Keith Dojaquez [kdojaquez@southwesternutility.com]
Sent: Monday, June 06, 2016 11:38 AM
To: Murphy, Teresa
Subject: RE: Abandonment In Naco- Request for Comments

Great. Thank you for the information.

Keith

From: Murphy, Teresa [mailto:TMurphy@cochise.az.gov]
Sent: Monday, June 06, 2016 11:36 AM
To: Keith Dojaquez <kdojaquez@southwesternutility.com>
Subject: RE: Abandonment In Naco- Request for Comments

Keith,

Only the portion of Friend Drive west of the alley is being abandoned, it looks as though the lines in question run west on Friend and then north through the alley to Martinez. The applicant has said they would build a fence along the perimeter of the abandonment to limit vandalism and to secure their facility.

We will also be including the following verbiage in the Resolution to vacate the right-of-way:

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

Teresa Murphy

Cochise County Community Development
Highway and Floodplain Division

From: Keith Dojaquez [mailto:kdojaquez@southwesternutility.com]
Sent: Friday, June 03, 2016 1:49 PM
To: Murphy, Teresa
Subject: RE: Abandonment In Naco- Request for Comments

Hi Teresa,

Naco Water has water mains on Friend Drive and Martinez all of the way south to the U.S. Customs Office (attached is a map). If this road is abandon, how will this affect the utility company to have access to these lines?

Thank you,

Keith Dojaquez
Southwestern Utility Management, Inc.
2015 N. Forbes Blvd #107 Tucson, AZ 85745
Mailing: P.O. Box 85160 Tucson, AZ 85754
Tel: 520-624-1460 EX 102
Fax: 520-792-0377
kdojaquez@southwesternutility.com

Murphy, Teresa

From: Catherine.Johnson@aps.com
Sent: Monday, June 13, 2016 1:10 PM
To: Murphy, Teresa
Subject: RE: Abandonment In Naco, AZ

That sounds great.

From: Murphy, Teresa [<mailto:TMurphy@cochise.az.gov>]
Sent: Tuesday, June 07, 2016 3:03 PM
To: Johnson, Catherine
Subject: RE: Abandonment In Naco, AZ

Catherine,

I appreciated your response. The applicant is a local Fire Department that is hoping by abandoning the portion of Friend Drive adjacent to their parcel, they will be able to fence the area off to discourage criminal activity. We will add a clause to the Abandonment Resolution protecting existing rights-

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

Would this addition to the Resolution address your concerns over existing APS facilities?

Teresa Murphy

Cochise County Community Development
Highway and Floodplain Division

From: Catherine.Johnson@aps.com [<mailto:Catherine.Johnson@aps.com>]
Sent: Tuesday, June 07, 2016 11:23 AM
To: Murphy, Teresa
Subject: Abandonment In Naco, AZ

Hi Teresa,

Per request, APS has completed the abandonment request sent on June 2, 2016. Please see attached letter for response. If you have further questions, please feel free to contact me.



Catherine Johnson

Right-of-Way Representative, Land Services
P.O. Box 53933
Phoenix, AZ 85072-3933, M.S. 3286
Office (602) 371-7956 **Cell** (602) 531-4020
Email- Catherine.Johnson@aps.com

June 16, 2016

Re: Proposed Abandonment of Friend Drive

To Whom It May Concern:

This letter is concerning the abandonment of the public right-of-way for the portion of Friend Drive. I am in favor of the abandonment for the following reasons; the big semi-trucks enter and park in back of my building. During monsoon season, the semi-trucks make big holes on the non-improved road. Also, when the semi's are parked on Friend Drive, be it overnight or just a few hours, the neighborhood children play on top of the semi's which could lead to one them getting injured. Furthermore, when the semi-trucks turn from Towner Avenue to the entrance of Friend Drive, due to the fact that the semi-trucks are so wide they do not have enough room that they drive over the drainage ditch and do severe damage to the drainage ditch. Not to mention they've hit a number of parked vehicles on Towner Avenue. Unfortunately, the people from Salazar Forwarding Agency have no regard for the other businesses in the area.

Thank you very much for your attention given to the above. Please feel free to contact me if you have any questions or concerns.

Sincerely,

Leonel Urcadez, Owner
Gay 90's Bar
3856 S Towner Avenue
Naco, Arizona 85620
(520) 432-2377 – Home
(520) 432-4677 - Business

Murphy, Teresa

From: Robert [groverwillis@q.com]
Sent: Wednesday, June 15, 2016 7:20 AM
To: Murphy, Teresa
Subject: RE: Abandonment of Friend Drive

Ms. Murphy:

Thank you for your help. Please submit my emails with the agenda package.

Robert Willis

Sent from [Mail](#) for Windows 10

From: [Murphy, Teresa](#)
Sent: Tuesday, June 14, 2016 2:50 PM
To: [Robert](#)
Subject: RE: Abandonment of Friend Drive

Mr. Willis,

We will include your opposition with the agenda package to be presented to the Board of Supervisors. May I submit the email correspondence on your behalf or would you prefer I submit a separate statement? The public hearing for the abandonment of Friend Drive has been set for Tuesday June 28, 2016 at 10:00 am, Board of Supervisors Hearing Room, located at 1415 Melody Lane, Bldg G, Bisbee. If you wish to speak please submit the correct form to the Clerk of the Board, Arlethe G, Rios, prior to the start of the meeting. If you have any questions please feel free to contact me.

Teresa Murphy

Cochise County Community Development
Highway and Floodplain Division

From: Robert [<mailto:groverwillis@q.com>]
Sent: Thursday, June 09, 2016 7:10 AM
To: Murphy, Teresa
Subject: RE: Abandonment of Friend Drive

Ms. Murphy:

Again, no through access between Martinez and Towner would be possible after the proposed abandonment. The proposed easement would do nothing to alleviate this situation. The only solution I can see is an easement through the proposed abandonment, or an extension of the proposed easement north to Martinez.

Robert Willis

Sent from [Mail](#) for Windows 10

From: [Murphy, Teresa](#)
Sent: Wednesday, June 8, 2016 3:08 PM
To: [Robert](#)
Subject: RE: Abandonment of Friend Drive

Mr. Willis,

It is my understanding that if the abandonment was approved, Naco Fire Department would grant private easements to adjoining parcel owners (see attached diagram for easement location). Do you believe this easement would address your concerns?

Teresa Murphy

Cochise County Community Development
Highway and Floodplain Division

From: Robert [<mailto:groverwillis@q.com>]

Sent: Wednesday, June 08, 2016 2:59 PM

To: Murphy, Teresa

Subject: Abandonment of Friend Drive

Ms. Murphy:

I have been out of town since May 23, 2016, and just received your letter this morning regarding the abandonment of Friend Drive in Naco. I am the managing member of Copper Glance LLC and the owner of parcel 10257029 as shown on your map.

I am very much opposed to the proposed abandonment, as I would lose through access to the rear of my property as a result of the abandonment. This is commercial property as you know, and rear deliveries would be nearly impossible without through access. It would become very difficult to impossible for trucks to turn around in the remaining right-of-way, which narrows to less than 25 feet.

Please record my opposition to the proposed abandonment.

I may be reached at this email address or at the numbers below.

Robert Willis, Managing Member
Copper Glance LLC
411 West Vista
Bisbee, AZ 85603
520-432-2278
520-249-3953

Sent from [Mail](#) for Windows 10

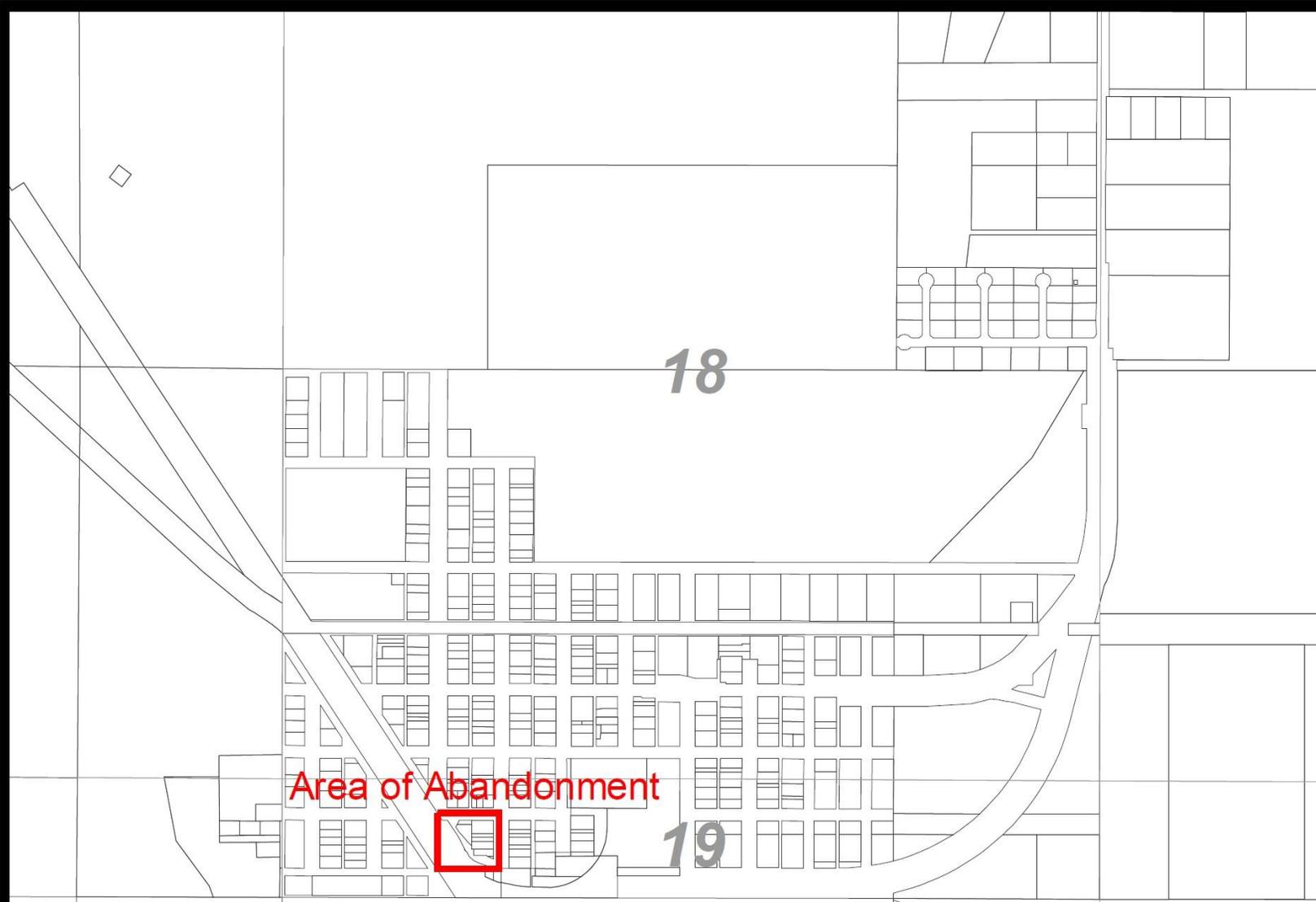


Location Map

Proposed
Abandonment of
Friend Drive within
the Naco Townsite

Section 19
Township 24 South
Range 24 East

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



Republic of Mexico

Legend
Sections
Area of Abandonment



Executive
Summary Map

Proposed
Abandonment of
Friend Drive within
the Naco Townsite

Section 19
Township 24 South
Range 24 East

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



0' 1" = 50'

MARTINEZ STREET

Naco Fire
Department

Stephen Ralls
Celebrations Venue

Luis Valenzuela

Dian Moncrief

Copper Glance LLC

Leonel Urcadez
Gay 90's Bar

JCDC LLC

FRIEND DRIVE

TOWNER AVENUE

Legend

- Naco Fire Department Parcels
- Proposed Abandonment
- Previous Abandonment
- Maintained Roads



Friend Drive facing South

Public Programs...Personal Service





Friend Drive facing North

Public Programs...Personal Service





Rear access to parcels along Friend Drive

Public Programs...Personal Service





Location Map

Proposed
Abandonment of
Friend Drive within
the Naco Townsite

Section 19
Township 24 South
Range 24 East

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



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19

Area of Abandonment



Republic of Mexico

Legend

- Sections
- Area of Abandonment

Regular Board of Supervisors Meeting**Community Development**

Meeting Date:	06/28/2016		
Assurance Agreement Extension Request for Rancho Arizona Subdivision			
Submitted By:	Paul Esparza, Community Development		
Department:	Community Development	Division:	Planning & Zoning
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	1
NAME of PRESENTER:	Paul Esparza	TITLE of PRESENTER:	Planning Director
Docket Number (If applicable):	S-03-02		
Mandated Function?:	Not Mandated	Source of Mandate or Basis for Support?:	

Information**Agenda Item Text:**

Approve Extension of Assurance Agreement for the completion of the Rancho Arizona Subdivision improvements, Docket S-03-02, to July 6, 2019, per the request of developer James W. Sandlin.

Background:

The Rancho Arizona Subdivision is a 48-lot RU-4 development located about a one-half mile west of Palominas Road and one-half mile south of Three Canyons Road. When complete, the development would take access from Rancho Arizona Drive, a private street which would extend east to Palominas Road. The Board of Supervisors approved the Final Plat on June 13, 2006. The assurance agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all infrastructure improvements are completed. The assurance agreement under current consideration would expire on July 6, 2016. The developer has requested a fourth extension citing weak economic conditions in the overall real estate market. The final plat and assurance agreement were recorded on July 6, 2006 and provided three years for completion of the improvements.

In June 2009, staff granted an administrative extension for one year to July 6, 2010.
 In June 2010, the BOS extended the assurance agreement for three years to July 6, 2013.
 In June 2013, the BOS extended the assurance agreement for three years to July 6, 2016.

Department's Next Steps (if approved):

If the Board approves the extension request, the next step would be for the Board Chairman, Clerk of the Board and the Deputy County Attorney to sign the Extension Agreement.

Impact of NOT Approving/Alternatives:

If the Board does not approve the extension request, the assurance agreement for this subdivision will expire on July 6, 2016. The Assurance Agreement provides authorization for the County to abandon the subdivision final plat and convert the property to unsubdivided land if the required improvements fail to be installed in compliance with the County's standard specifications within three years.

To BOS Staff: Document Disposition/Follow-Up:

When the document has been signed by all parties, please return the original to the Planning Division for recordation and filing.

Attachments

ext request letter

Extension Assurance Agreement

BOS Memo

Original Assurance Agreement

James W. Sandlin
893 Calimus Flatt Rd.
Bells, TX 75414
(903)819-7951

Cochise County Planning Department
1415 W. Melody Lane
Bisbee, AZ 85603

ATTN: Paul Esparza, Planning Director

Re: Rancho Arizona Subdivision, Docket S-03-02
Parcel # 104-27-004G
Assurance Agreement Extension

Dear Mr. Esparza:

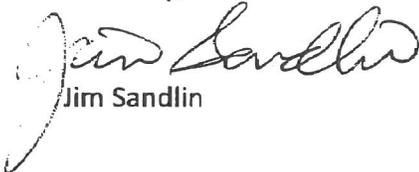
Our Assurance Agreement is due to expire July 6, 2016. We are requesting another 3 year extension.

The economic conditions at the current time make doing the improvements impractical. If we do the improvements at this time and the lots were not sold and houses built, the improvements would be allowed to deteriorate without the attention of residents. It is our intention to complete the improvements as soon as it is feasible. We feel it would be in the best interest of everyone concerned to wait until actual homebuilding would happen until completing the improvements.

Although we have our approved public report, we have never attempted to sell lots and have no intention to sell lots until all improvements have been 100% completed.

Please extend our subdivision approval. We can be reached at (909)819-7951 if you need anything further.

Sincerely,



Jim Sandlin

**EXTENSION OF ASSURANCE AGREEMENT FOR COMPLETION OF
THE RANCHO ARIZONA SUBDIVISION IMPROVEMENTS,
DOCKET NO. S-03-02.**

THIS EXTENSION AGREEMENT made and entered into as of this _____ of _____, 2016, between PIONEER TITLE AGENCY, INC., an Arizona Corporation, as Trustee under Trust No. #515034, hereinafter referred to as "Trustee", and James W. Sandlin and Terry L. Russell, as Beneficiaries of Trust No. #515034, hereinafter referred to as "Beneficiaries", and COCHISE COUNTY, Arizona:

WHEREAS, a final plat has been recorded for the Rancho Arizona Subdivision, as Docket No. S-03-02, in Book 15, pp. 63-63A of Maps and Plats, in the Office of the Cochise County Recorder;

WHEREAS, an Assurance Agreement between Cochise County and Pioneer Title Agency, Inc, as Trustee under Trust #515034, with beneficiaries James W. Sandlin and Terry L. Russell, was made for the completion of subdivision improvements for the Rancho Arizona Subdivision;

WHEREAS, said Agreement was recorded on July 6, 2006; Fee #60725641, in the Office of the Cochise County Recorder, with an expiration date of July 6, 2016;

WHEREAS, the above Assurance Agreement provides that the developer may petition the County for an extension of the agreement beyond the three years given for completion of improvements;

WHEREAS, the beneficiaries maintain that economic considerations have made progress on improvements within the development difficult to achieve in the allotted time;

WHEREAS, Pioneer Title Agency, Inc, as Trustee under Trust #515034, beneficiaries James W. Sandlin and Terry L. Russell, have requested an extension of time for completion of improvements to July 6, 2019; and

WHEREAS, Cochise County believes that such an extension is justified.

NOW, THEREFORE IT IS HEREBY AGREED THAT:

The Assurance Agreement for Completion of Subdivision Improvements recorded on July 6, 2006; Fee # 60725641, is extended with a new expiration date of July 6, 2019, and the parties hereto agree to abide by the terms of such Assurance Agreement.

IN WITNESS WHEREOF, the parties have executed this Extension of Assurance Agreement this ____ day of _____, 2016.

COCHISE COUNTY:

Richard Searle, Chairman, Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Deputy County Attorney

TRUSTEE:



Pioneer Title Agency, Inc
An Arizona Corporation, as Trustee under
Trust No. #515034 only and not in its capacity

BY: R. Keith Newlon
Trust Officer

Print Name: _____

STATE OF ARIZONA)
)
) SS.
COUNTY OF _____)

On this the _____ day of _____, 2016, before me, the undersigned Officer, personally appeared _____, who acknowledged him/herself to be the _____ of _____, an Arizona corporation, and that he/she as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such Officer.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

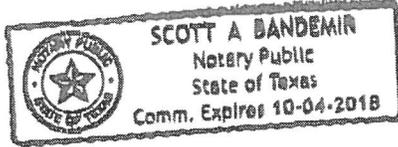
OWNER/BENEFICIARY:

James Sandlin
Owner/Beneficiary

Print Name and Title: JAMES W. SANDLIN, OWNER

The foregoing instrument was acknowledged before me this 16th day of June, 2016, by Scott A. Bandemir as Notary.

Scott A. Bandemir
Notary Public



My Commission Expires: 10-4-2018

STATE OF ARIZONA)
)
) SS.
)
COUNTY OF _____)

On this the _____ day of _____, 2016, before me, the undersigned Officer, personally appeared _____, who acknowledged him/herself to be the _____ of _____, an Arizona corporation, and that he/she as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such Officer.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

OWNER/BENEFICIARY:

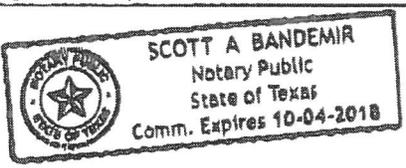
Terry L Russell
Owner/Beneficiary

Print Name and Title: TERRY L. RUSSELL, OWNER

The foregoing instrument was acknowledged before me this 16th day of June, 2016, by Scott Bandemir as Notary

[Signature]

Notary Public



My Commission Expires: 10-4-18



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

INTEROFFICE MEMO

Date: June 16, 2016
To: Cochise County Board of Supervisors
From: Paul Esparza, Planning Director
Subject: Docket S-03-02 Rancho Arizona Assurance Agreement Extension

This item is a request for a fourth extension of the assurance agreement for the Rancho Arizona Subdivision (Docket S-03-02). The subdivision consists of 48 lots, and is located about one-half mile west of Palominas Road and about one-half mile south of Three Canyons Road in Hereford. When complete, the development would take access from Rancho Arizona Drive, a private street which would extend east to Palominas Road. The Board of Supervisors approved the final plat on June 13, 2006. The final plat and assurance agreement were recorded on July 6, 2006.

An Assurance Agreement is a contract between the Board of Supervisors and a trust company that guarantees lots will not be offered for sale until all improvements are constructed. The Assurance Agreement under current consideration would expire on July 6, 2016 if not extended by Board action. The owner has requested this extension citing weak economic conditions in the overall real estate market.

This request is for Pioneer Title Agency, Inc. as trustee under trust number 515034; James W. Sandlin and Terry L. Russell are the beneficiaries of this trust. Two documents are presented for the Chairman's signature – a resolution extending the date for the completion of improvements to July 6, 2019, at the request of the owner, and the required assurance agreement form bearing the signatures of the trustee and beneficiary.

Motion

Mr. Chairman, I move to adopt the resolution extending the Rancho Arizona Subdivision assurance agreement with Pioneer Title Agency, Inc. as trustee under trust number 515034 to July 6, 2019.

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

Rancho Arizona

JUL 06 2006
11am-0-0-3

**COCHISE COUNTY
ASSURANCE AGREEMENT
FOR COMPLETION OF SUBDIVISION IMPROVEMENTS**

THIS AGREEMENT made and entered as of this 13th day of January,
2005, between Pioneer Title Agency, Inc., as Trustee under Trust no. 515034,
hereinafter referred to as "Trustee", James W. Sandlin and
Terry L. Russell, as
Beneficiary(ies) of Trust no. 515034, hereinafter referred to as "Beneficiary", and
COCHISE COUNTY, Arizona, hereafter referred to as "County."

RECITALS :

1. Trustee is owner of a certain parcel of property located in Cochise County, Arizona, and described in paragraph 1 below.
2. Beneficiary has established Trust no. 515034 for the purpose of developing a subdivision of Cochise County and has conveyed legal title to the Trustee.
3. The parties hereto wish to establish specific terms, conditions and guidelines for compliance with the provision of A.R.S. Section 11-806.01 and the Cochise County Subdivision Regulations.

AGREEMENT :

In consideration of the County approving a final plat for the property which is the subject matter of this Agreement, the parties mutually agree that:

1. Property Description. The property which is the subject matter of this agreement is described in that attached Exhibit "A" and recorded in Book 15, at Page(s) 63+63A of Maps and Plats on the 16th day of July, 2006, in the Office of the Cochise County Recorder.
2. Assurances. This Agreement is submitted as a means of assuring the completion of the subdivision improvements required by A.R.S. Section 11-806.01, the Cochise County Subdivision Regulations, all Plans and Specifications approved and on file with the County, and any special conditions, if applicable, on Exhibit "B" attached hereto and made a part hereof. These subdivision improvements include but are not limited to,

streets, alleys, sidewalks, curbs and gutters, sanitary sewer systems, water supply, lot staking and monuments, traffic and street signs, and drainage and flood control improvements, as applicable.

3. Conveyances and Transfers of Title. The Trustee shall not transfer title to, enter into contracts for sale of property, lease, or in any way convey, in whole or in part, any of the property described in paragraph 1 without obtaining prior written approval from the County, except as authorized in the Agreement. A Release of Assurances shall only be given by the County upon satisfactory completion as verified by County inspections of the required improvements.
4. Bulk Sales. Notwithstanding paragraph 3, the Trustee may sell or convey all of the property described in paragraph 1 in one transaction to a single successor to the beneficiary's interests, provided that such successor, prior to the conveyance, shall have entered into an appropriate agreement with the County to assure completion of the improvements, and the County has approved, in writing, the transfer.
5. Conveyance Out of Trust for the Purpose of Encumbrance; Condition on Other Interests. Notwithstanding paragraph 3, the Trustee may convey the property described in paragraph 1 to the Beneficiary of the Trust for the limited purposes of allowing any obligations secured by the Trust, other than those which are the subject of this Agreement with Cochise County, to be subordinated to subsequent loans for the purpose of constructing improvements on the subject land or to create security for additional loans for the purchase or improvement of this land. In such event, the property shall immediately thereafter be reconveyed to the Trustee. This Agreement shall be deemed to be a condition on and restriction on the rights and interests of any third party whose interest in the property arises after the date of this Agreement, however such interest is created, the same as if such party were included as a signatory of this Agreement.

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6. Substitution of Assurances. Subdivider or Beneficiary may offer substitute assurances at any time during the term of this Agreement in accordance with the provisions of the Cochise County Subdivision Regulations. The Assurance shall be in a form and amount acceptable to the County, and shall to the extent applicable, partially or wholly replace the Assurances in this Agreement.
7. Completion of Improvements. The required improvements shall be completed by the Subdivider within three (3) years from the date of this Agreement. This date for completion of improvements may be extended by separate agreement of the parties where Subdivider or Beneficiary is prevented from completing the improvements by act of God, strike or similar event or circumstances beyond its control, or at the discretion of the County.
8. Inspection and Approval of Improvements. The Subdivider shall arrange for the inspection of all improvements required for this project, to ensure satisfactory completion. Satisfactory completion of all such improvements, in conformance with the required standards and specifications, shall be confirmed by a written statement, signed and sealed by the project engineer. Until these improvements have been satisfactorily completed, the County will not release the property
9. Payment of Applicable Property Taxes. The County shall not release, in whole or in part, any of the property described in paragraph 1 until all property and taxes and assessments due and owing on the subject property have been paid in full.
10. Partial Release of Assurances. The County, in its discretion, and upon receipt of a written request from Trustee, may give the Trustee a Release of Assurances for a portion of the Lots created by the subdivision plat described in paragraph 1, provided that all of the improvements required in connection with such lots have been satisfactorily completed; and provided

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further that the lots released and improvements associated with such lots can function independently on a permanent basis in the event the remaining portion of the subdivision is never developed.

11. Release of Assurances. Upon completion of all improvements required under this Agreement or upon receipt of acceptable substitute assurances replacing this Agreement, the County shall release the Assurances in this Agreement.
12. Failure to Complete Improvements. Trustee and Beneficiary hereby agree that in the event that the required improvements are not completed within the time period provided by paragraph 7, the County may replat that portion of the property described in paragraph 1 for which a release of assurances has not been given. The purpose of the new plat will be to abandon the subdivision and return the property to approximately the same boundary configurations of record as existed before the subdivision plat was recorded. Prior to initiating any action to replat, the County shall provide Trustee and Beneficiary with thirty (30) days written notice of the intent to replat.

The County, by this Agreement, is expressly authorized to replat this property after the required notice has been provided. All expenses by the County, including legal costs if applicable, in executing a replat shall be paid for by Beneficiary, and shall, if unpaid, become a lien on the property.

13. Effect on Trust Agreement. Trustee and Beneficiary agree that any provision of Trust no. 515034 that is incompatible or inconsistent with this Agreement shall be null and void and not enforceable. The Trust shall not be revoked prior to a full Release of Assurances without prior written consent of Cochise County. Nor shall any amendment which would alter this Assurance Agreement be effective until the County has approved such amendment.

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14. Incorporation or Annexation. In the event the property which is the subject matter of this Agreement is incorporated into or annexed by a city or town, the city or town shall automatically become the successor in interest to all of the County's rights and obligations under this Agreement.
15. Purpose of Agreement. The purpose and intent of this Agreement is to prohibit the sale of individual subdivision lots to the public prior to the completion of the subdivision improvements that are associated with such lots. The sale or conveyance of such lots without the necessary improvements is harmful to the public and places excessive burdens on the County. The terms and conditions of this Agreement shall be construed and interpreted as broadly as necessary to accomplish this purpose.

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COCHISE COUNTY ASSURANCE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Assurance Agreement this 13th day of June, 2006.

COCHISE COUNTY:

[Signature]

Chairman, Cochise County Board of Supervisors

ATTEST:

[Signature]

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

Deputy County Attorney

TRUSTEE:

PIONEER TITLE AGENCY, INC.

(Title Company)

an Arizona corporation, as Trustee under Trust no. 515034 only and not in its capacity

By: [Signature]

Trust Officer

STATE OF ARIZONA)

ss.

COUNTY OF Cochise)

On this the 19 day of May, 2006, before me, the undersigned officer, personally appeared R. Keith Newlon, who acknowledged himself/herself to be the Trust Officer of



FEE # 060725641
OFFICIAL RECORDS
COCHISE COUNTY
DATE 07/06/06 HOUR 11

REQUEST OF
COCHISE COUNTY PLANNING DEPT
CHRISTINE RHODES-RECORDER
FEE : PAGES : 8

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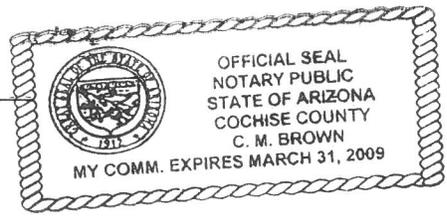
COCHISE COUNTY ASSURANCE AGREEMENT

PIONEER TITLE AGENCY, INC., an Arizona corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

[Handwritten signature]

Notary Public



My Commission Expires: 3/31/09.

OWNER/BENEFICIARY

[Handwritten signatures of James W. Sandlin and Terry L. Russell]

Owner/Beneficiary- JAMES W. SANDLIN

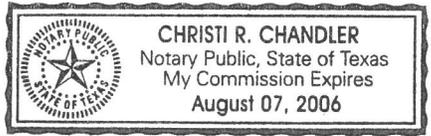
TERRY L. RUSSELL

STATE OF ~~ARIZONA~~)
 TEXAS) ss.
COUNTY OF GRAYSON)

The foregoing instrument was acknowledged before me this 24 day of January, 2005, by James Sandlin + Terry Russell as Owner / Beneficiary.

[Handwritten signature of Christi R. Chandler]

Notary Public



My Commission Expires:

Exhibit "B"
Rancho Arizona Assurance Agreement

Prior to lot release, Final Conditions, Covenants and Restrictions shall be recorded indicating, at a minimum, the following water conservation measures:

1. Require drought-tolerant landscaping only.
2. No evaporative coolers as the primary cooling system in a home.
3. Require hot water recirculation systems in each home.
4. Require use of low-flow appliances in each home.

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Regular Board of Supervisors Meeting

Meeting Date: 06/28/2016

Legal Advertising

Submitted By: Terry Rutan, Procurement

Department: Procurement

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 3

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

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 11-255

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an award of contract for Legal Advertising Services to the Arizona Range News as per the responses received for Invitation for Bid (IFB) No. 16-38-PUR-03 for the period of July 1, 2016 through June 30, 2017.

Background:

In accordance with ARS 11-255, the Board shall contract annually for all legal advertising, publications and printing required to be done by all departments of county government. IFB No. 16-38-PUR-03 was released on May 6, 2016 and mailed to six newspaper publishing firms within Cochise County. Two bids were received by the bid closing date and time of June 2, 2016, 4:00 P.M. MST. The bids were evaluated by procurement staff.

The Procurement Department is recommending an award of contract to the Arizona Range News as the lowest responsive and responsible bidder meeting all the requirements of the bid solicitation.

Fiscal Impact based on the annual estimated volume/usage, the annual cost by each bidder is as follows:

Sierra Vista Herald \$66,549.80
 Arizona Range News \$39,879.55

Department's Next Steps (if approved):

Award contract and monitor contractor performance during the term of the contract.

Impact of NOT Approving/Alternatives:

County will be in violation of ARS 11-255.

To BOS Staff: Document Disposition/Follow-Up:

3 originals of the contract will be hand carried to the BOS staff: after approval and signature, 1 for BOS files; 2 returned to Procurement.

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

InvitationForBid

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

**INVITATION for BIDS #IFB 16-38-PUR-03
Legal Advertising**

**NOTICE OF INVITATION FOR BIDS 16-38-PUR-03
LEGAL ADVERTISING**

**REQUESTED BY COCHISE COUNTY
PROCUREMENT DEPARTMENT**

**BIDS ARE DUE June 2, 2016
AT 4:00 P.M., LOCAL STANDARD TIME**

Notice is hereby given that sealed competitive bids for providing specified material, services, equipment or construction, will be accepted by the Senior Buyer at the specified location, until the time and date cited. The bids will be publicly opened in the Procurement Department conference room and will be read aloud. Any bids received later than the date and time specified above will be returned unopened.

Cochise County is seeking qualified firms/organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This includes publication of solicitation notices, election proclamations; Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, annual publication of the County's tentative budgets and other public notices as required or authorized to be published at County expense. Other classified advertising and display ads may also be taken into consideration. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County.

Copies of the solicitation are available on the Public Purchase e-Procurement web site at www.publicpurchase.com. For detailed registration information visit the County's web site www.cochise.az.gov click on "Departments", and then click on "Procurement". If additional information is needed contact the Procurement Representative, Terry Rutan, Senior Buyer at phone 520-432-8392, fax 520-432-8397, TDD (520)432-8360, or e-mail trutan@cochise.az.gov.

The Cochise County Board of Supervisors reserves the right to accept or reject any offer or any part thereof; to defer action on the offers; to reject all offers; to waive any informalities in the bidding procedures. Deviations from the bid specifications may be considered at the option of the Board of Supervisors.

Bids shall be received at: Cochise County Procurement Department, 1415 Melody Lane, Building C, Bisbee, Arizona 85603, until the time and date cited above. Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late bids shall be returned unopened. Electronic format proposals will not be accepted unless specifically required in the Invitation for Bids.

It is the Bidder's responsibility to monitor the Public Purchase e-Procurement web site for possible addenda to this bid to inform him/herself of the most current specifications, terms and conditions and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: www.publicpurchase.com. Failure of the bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to return signed addenda(s), when required, may be cause for the rejection of the bid.

Terry Rutan
Senior Buyer

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

INVITATION for BIDS #IFB 16-38-PUR-03
Legal Advertising

AGREEMENT #16-38-PUR-03

BETWEEN COCHISE COUNTY

And
Arizona Range NEWS

This Contract is made between the County of Cochise, State of Arizona (the County) whose Authorized representative is:

Terry Rutan, Senior Buyer
Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

Arizona Range NEWS
1125 S. Haskell Ave
Willcox, AZ 85644
Monica L. Watson

This Contract is designated by the County as No. 16-38-PUR-03, Legal Advertising

The County and Contractor agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

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

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

As specified in Contract Documents

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

Payment as specified in Contract Documents

BID FORM

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material/equipment/ service in compliance with all terms, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

1.0 Provide the following information; all line items must have a response.

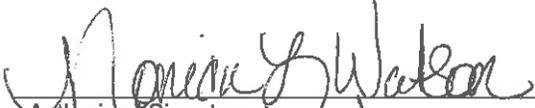
Item Number	Description	Response
1.1	Frequency of publication	Weekly
1.2	Day or days of publication	Wednesday
1.3	Deadline for receipt of copy	5pm Thurs. Prior
1.4	Type size and style used for legal advertising only	10pt, Palatino
1.5	Lines per column inch for legal advertising only	" "
1.6	Column width used for legal advertising only	1.5"
1.7	Able to accept "tif" or "pdf" files	Yes
1.8	Is the "slug" included as a part of price per column inch for which the County will be charged?	<input checked="" type="checkbox"/> Yes [] No
1.9	Cost of additional copies of any particular issue	.50¢
1.10	Average annual paid subscriptions (Number of issues not dollar amount)	1,900
1.11	Average number of newsstand sales per issue (Number of issues not dollar amount)	2,200
1.12	List cities and communities in Cochise County reached by paid subscriptions (Attach additional pages if needed)	Wilcox, Benson, Dragon Sansimon, Sierravista Bisbee, Zfrida, Sunsites
1.13	List cities and communities in Cochise County where newsstands are located (Attach additional Pages if needed)	Same as above
1.14	Rate Card submitted	Yes
1.15	Sample of legal ad submitted	Yes

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

**INVITATION for BIDS #IFB 16-38-PUR-03
Legal Advertising**

This Agreement is entered into this _____ day of _____ 2016

CONTRACTOR:


Authorized Signature
MONICAL. Watson
Print Name and Title

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Richard Searle
Chair

ATTEST:

Arlethe Rios
Clerk of the Board

REVIEWED BY:

COCHISE COUNTY
PROCUREMENT DEPARTMENT


Terry Hudson, Procurement Director

APPROVED AS TO FORM

Office of the Cochise County Attorney

PART EIGHT

EXHIBITS AND ATTACHMENTS

1.0 Exhibit 1:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LISTED UNITS WILL BE MADE AVAILABLE FOR PUBLIC SALE THROUGH PUBLIC AUCTION PURSUANT TO A.R.S.§42-18303, ET. SEQ. ON MONDAY, NOVEMBER 17, 2008 AT 10:00 A.M. IN THE BOARD OF SUPERVISORS HEARING ROOM LOCATED AT 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA. THIS FACILITY IS HANDICAPPED ACCESSIBLE. ALL SALES WILL BE CONSUMMATED AT THE TIME OF PUBLIC AUCTION. THIS IS A SALE OF REAL ESTATE WITHIN THE COUNTY HELD BY THE STATE BY TAX DEED.

PERSONS WISHING TO MAKE A SEALED BID IN PERSON OR BY MAIL MAY DO SO BY PRESENTING SUCH BID TO THE CLERK OF THE BOARD OF SUPERVISORS, 1415 W. MELODY LANE, BUILDING G, BISBEE, ARIZONA 85603 ALONG WITH TWO CASHIERS CHECKS, ONE IN THE AMOUNT OF THE BID AND THE OTHER IN THE AMOUNT OF \$50.00 (ADMINISTRATIVE FEE) BY 5:00 P.M. ON FRIDAY, NOVEMBER 14, 2008. ALL SUCH BIDS MUST BE SEALED AND IDENTIFIED ON THE OUTSIDE OF THE ENVELOPE WITH THE UNIT NUMBER, NAME AND ADDRESS OF SUBMITTER. SUCH SEALED BIDS WILL BE OPENED AND PRESENTED AS THE FIRST BID ON ANY ADVERTISED UNIT AT THE BEGINNING OF THE PUBLIC AUCTION OF THAT UNIT.

ANYONE WISHING TO BID PUBLICLY MAY DO SO AT THE TIME AND PLACE NOTED ABOVE FOR THE PUBLIC SALE SUBJECT TO THE REQUIREMENTS LISTED BELOW.

ANYONE WISHING TO DESIGNATE AN AGENT TO BID ON THEIR BEHALF MUST SUBMIT A NOTARIZED LETTER INDICATING SO AND SUBJECT TO THE REQUIREMENTS LISTED BELOW.

A MINIMUM BID SET BY THE BOARD OF SUPERVISORS WILL BE ASSIGNED TO EACH UNIT AND PARCEL. A ONE-TIME ADMINISTRATIVE FEE OF \$50.00 WILL BE COLLECTED PER SUCCESSFUL BIDDER AT TIME OF PAYMENT.

NOTES:

- (1) ALL PROPERTIES ARE SOLD ON AN "AS IS BASIS." THE COCHISE COUNTY BOARD OF SUPERVISORS STRONGLY RECOMMENDS THAT ALL PERSONS INTERESTED IN THE SUBJECT UNITS CONTACT THE COCHISE COUNTY PLANNING DEPARTMENT AT (520) 432-9450 TO DETERMINE BASIC ZONING REQUIREMENTS APPLICABLE TO SAID UNITS. A TAX PARCEL NUMBER, LEGAL DESCRIPTION OR COUNTY-ASSIGNED RURAL ADDRESS WILL NEED TO BE PROVIDED TO REQUEST THIS INFORMATION. UNITS FAILING TO MEET APPLICABLE ZONING REGULATIONS MAY BE INELIGIBLE FOR BUILDING PERMITS.
- (2) THE BOARD OF SUPERVISORS WILL EXECUTE AND DELIVER TO THE PURCHASER A DEED CONVEYING THE TITLE OF THE STATE IN AND TO THE PURCHASED PROPERTY FREE OF ALL LIENS (EXISTING EASEMENTS REMAIN). BACK TAXES DUE ON THE PARCELS PUT UP FOR AUCTION WILL BE ELIMINATED AND WILL NOT BE PAID BY THE SUCCESSFUL BIDDER. DEEDS WILL BE ISSUED ONLY IN THE NAME OF THE SUCCESSFUL BIDDER AS INDICATED ON THE APPLICATION BID NUMBER FORM.

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- (3) PROPERTIES NOT SOLD AT AUCTION WILL BE OFFERED ON A CONTINUING DAY TO DAY BASIS UNTIL SOLD THROUGH THE BOARD OF SUPERVISORS OFFICE .
- (4) CERTAIN TITLE COMPANIES MAY, AT THEIR DISCRETION, REFRAIN FROM OFFERING TITLE INSURANCE FOR THESE UNITS IN CONNECTION WITH A RE-SALE. POTENTIAL BUYERS ARE ADVISED TO CONSULT WITH THEIR TITLE COMPANIES OR LEGAL ADVISERS REGARDING THIS ISSUE.
- (5) INQUIRIES REGARDING COMPLIANCE WITH ADA PROVISIONS, ACCESSIBILITY OR ACCOMMODATIONS REGARDING THE AUCTION SITE CAN BE DIRECTED TO CHRIS MULLINAX, SAFETY/LOSS CONTROL ANALYST, AT (520) 432-9297.
- (6) INFORMATION REGARDING THE LIST OF PARCELS FOR SALE, A COUNTY MAP INDICATING THE APPROPRIATE LOCATIONS OF THE PARCELS AS WELL AS TERMS AND CONDITIONS RELATED TO THIS SALE CAN BE SEEN AT
WWW.COCHISE.AZ.GOV

KATIE HOWARD, CLERK
COCHISE COUNTY
BOARD OF SUPERVISORS

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BOARD OF SUPERVISORS LAND AUCTION / 2002

UNIT NAME	LEGAL DESCRIPTION	VALUE	YR.TAXES	TAXES	ZONING
ASSESSED CURRENT UNPAID					
1 STEWART TITLE & TRUST TR #0765	VALLEY SPRINGS #3 LOTS 2 & 1 TR 13	\$448		\$114	
	RU-4	\$3,054			
	PARCELS 103-28-095-1 & 096-4				
2 STEWART TITLE & TRUST TR #0765	VALLEY SPRINGS #3 LOTS 7, 6 & 5	\$1,344		\$171	
	RU-4	\$4,581			
	TR 13				
	PARCELS 103-28-114-3, 115-6 & 116-9				
3 CIENEGA SIERRA VISTA APT, INC					A
POR OF SW BY M & B BEG 1765.63'		\$198		\$25	
	Sierra Vista	\$779			
	E OF W1/4 COR; THN S 89DEG 41MIN				
	E 180.096'; THN S 56DEG 32MIN W				
	592.70'; THN S 35DEG 56MIN W				
	327.50'; THN S 45DEG 51MIN W				
	254.94'; THN S 37DEG 16MIN W 50.25'				
	N 52DEG 43MIN W 100'; THN N 37DEG				
	16MIN E 58.05'; THN N 45DEG 51MIN E				
	253.77'; N 35DEG 56MIN E 336.99';				
	THN N 56DEG 32MIN E 461.12' TO POB.				
	AKA PORTION OF COYOTE WASH. SEC 6				
	TWN 22 S RNG 21 E OF GSRB & M				
	PARCEL 107-51-353-4				
4 MARGARET L DAVIS	ARIZONA SUN SITES #9 LOTS 2, 3 & 4	\$144	\$18		\$597SR-22
	BLK 852				
	PARCELS 114-02-022-3, 023-6 & 024-9				
5 DONALD R LAIMON	ARIZONA SUN SITES #9 LOT 20 BLK 862	\$48	\$6		\$199SR-22
THOMAS G LAIMON	PARCEL 114-02-240-9				
6 RHEA M OHL	ARIZONA SUN SITES #9 LOT 15 BLK 864	\$48	\$6		\$134SR-22
	PARCEL 114-02-275-1				
7 PHILIP & MARIE G SERIO	ARIZONA SUN SITES #9 LOTS 17 & 18	\$96	\$12		\$595SR-22
ROBERT G & PHYLLIS L HARDY	BLK				
873					
	PARCELS 114-02-457-3 & 458-6				
8 MERLE EFFING	ARIZONA SUN SITES #10 LOTS 3, 4, 5,	\$288	\$36		\$2,505
PAUL M & PEARL E KIMBALL	20, 21				
& 22 BLK 886					
	C/O JOHN H KIMBALL				
	PARCELS 114-03-003-1, 004-4, 005-7,				
	020-0, 021-3 & 022-6				
9 MERLE EFFING	ARIZONA SUN SITES #10 LOTS 7 & 8	\$96	\$12		\$358SR-22
	BLK 886				
	PARCELS 114-03-007-3 & 008-6				
10 LEWIS MAXWELL SOWERS					
ARIZONA SUN SITES #10 LOTS 14, 15 &		\$144		\$18	
		\$597			SR-22
HAROLD RICHARD SOWERS					16
BLK 888					
	PARCELS 114-03-230-3, 231-6 & 232-9				

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11	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOTS 13 & 14 \$96 \$12 \$874 JOHN P MCCOLLUM, JR BLK 912 ROBERTA A MCCOLLUM PARCELS 114-05-121-6 & 122-9 AKA ROBERTE A MCCOLLUM				SR-22
12	LINDELL H & FLORENCE C BONNEY ARIZONA SUN SITES #10 LOT 23 BLK \$48 \$6 \$730 915 PARCEL 114-05-191-9				SR-22
13	ALLEN K GILLETTE CARLOS & MARIA DE LEON BLK 955 TRACY DE LEON 14 PEARLE S WESTCOTT AKA PEARLE S WESCOTT 956 HARLAN J & LELIA E HENDERSON PARCELS 114-08-030-4, 031-7 & 032-0 15 PEARLE S WESTCOTT AKA PEARLE S WESCOTT 966 LUCY C KOSICK \$58 \$6 \$299 C/O BETTY KOSICK 485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6	ARIZONA SUN SITES #10 LOTS 13, 14 & 15 PARCELS 114-08-013-5, 014-8 & 015-1 ARIZONA SUN SITES #10 LOTS 6, 7 & 8 BLK ARIZONA SUN SITES #10 LOTS 1, 2 & 3 BLK PARCELS 114-08-235-3, 236-6 & 237-9 ARIZONA SUN SITES #4 W 50' OF E SR-22	\$144	\$18	\$1,053
14	PEARLE S WESTCOTT AKA PEARLE S WESCOTT 956 HARLAN J & LELIA E HENDERSON PARCELS 114-08-030-4, 031-7 & 032-0 15 PEARLE S WESTCOTT AKA PEARLE S WESCOTT 966 LUCY C KOSICK \$58 \$6 \$299 C/O BETTY KOSICK 485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6	ARIZONA SUN SITES #10 LOTS 6, 7 & 8 BLK ARIZONA SUN SITES #10 LOTS 1, 2 & 3 BLK PARCELS 114-08-235-3, 236-6 & 237-9 ARIZONA SUN SITES #4 W 50' OF E SR-22	\$144	\$18	\$597 SR-22
15	PEARLE S WESTCOTT AKA PEARLE S WESCOTT 966 LUCY C KOSICK \$58 \$6 \$299 C/O BETTY KOSICK 485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6	ARIZONA SUN SITES #10 LOTS 1, 2 & 3 BLK PARCELS 114-08-235-3, 236-6 & 237-9 ARIZONA SUN SITES #4 W 50' OF E SR-22	\$144	\$18	\$597 SR-22
16	LUCY C KOSICK \$58 \$6 \$299 C/O BETTY KOSICK 485.45' OF N1/2 OF BLK 590 PARCEL 115-05-317-6	ARIZONA SUN SITES #4 W 50' OF E SR-22			
17	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE FRANK A & DOROTHY A FLOWER	ARIZONA SUN SITES #4 LOTS 9, 10 & 11 BLK 552 PARCELS 115-07-235-7, 236-0 & 237-3	\$384	\$27	\$1,837
18	ELOISE COLE C/O COCHISE TITLE AGENCY INC 554	ARIZONA SUN SITES #4 LOTS 5 & 6 BLK	\$230	\$18	\$1,148
19	DEXTER T WHITE SR HELEN WHITE C/O DONALD R WHITE	PARCELS 115-07-271-1 & 272-4 ARIZONA SUN SITES #4 LOTS 8 & 13 BLK 560 PARCELS 115-08-062-4 & 067-9	\$256	\$18	\$638 SR-22
20	ROSE L LILLY C/O JOHN HEDDEN	ARIZONA SUN SITES #4 LOT 16 BLK 560 PARCEL 115-08-070-7	\$128	\$9	\$402 SR-22
21	RALPH R & ESTHER L HILLEARY ARIZONA SUN SITES #4 LOT 22 BLK 570 \$115 \$9 \$806 SR-22 PARCEL 115-08-280-0				
22	LARRY W & SHARON V HENRY ARIZONA SUN SITES #2 LOT 5 BLK 252 \$128 \$9 \$737 SR-43 PARCEL 115-09-067-2				
23	LAWRENCE H & LETHA G HENRY ARIZONA SUN SITES #2 LOT 7 BLK 252 \$128 \$9 \$737 SR-43 PARCEL 115-09-069-8				

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24	EDGAR J & MYRA A FULLER	ARIZONA SUN SITES #4 LOT 16 BLK 620			
	\$128	\$9			
	\$696	SR-22			
		PARCEL 115-12-016-2			
25	JENNIE P BRESAK	ARIZONA SUN SITES #4 LOTS 13 & 14	\$230	\$18	\$535SR-22
	RAYMOND G & ELSIE B KNAPP	BLK			
477					
26	CHARLES BAILEY	PARCELS 116-06-013-3 & 014-6			
		ARIZONA SUN SITES #1 LOT 11 BLK 138	\$115	\$9	\$280SR-43
		PARCEL 116-09-151-9			
27	SALLY BAILEY	ARIZONA SUN SITES #1 LOTS 4, 5, 6,			
	\$575	\$65			
	\$1,720	SR-43			
	PETER STEENHUSEN JR				12 &
13	BLK 147				
	HAZEL H MAERZ	116-09-276-9, 277-2, 278-5, 284-2			
		& 285-5			
28	VIRGIL PADIEN & LENA MAE				
		ARIZONA SUN SITES #4 LOTS 16 & 17			
	\$230	\$18			
	\$1,179	SR-22			
	LOWERY	BLK 527			

Affidavit of Compliance:

This Affidavit of Compliance must be completed and returned with the bid.

AFFIDAVIT OF COMPLIANCE

STATE OF ARIZONA)
SS.
COUNTY OF COCHISE}

Monica L. Watson being duly sworn upon his oath, hereby deposes and says:

- (1) That Affiant is a duly authorized representative of

- (2) That, in the course of preparations for submission of a bid for publication services to be rendered to Cochise County pursuant to A.R.S. §11-255 and §39-201, et. seq., Affiant has read, and understands the requirement for bidders established pursuant to A.R.S. §39-201(A).

- (3) That, based upon such understanding, Affiant swears that Arizona Range News is fully in compliance with the requirements of A.R.S. §39-201
(Name of Firm)

FURTHER, AFFIANT SAYETH NOT.

Signature Monica L. Watson

SUBSCRIBED AND SWORN to before me this 27 day of July, 2016

NOTARY PUBLIC [Signature]

My Commission Expires: 5/21/20



PART ONE

1.0 Introduction:

This document constitutes an Invitation for Bids (IFB) or a Request for Proposal (RFP), via competitive sealed bids/proposals from qualified individuals and organizations to provide equipment, materials, services or construction per the Specifications/Scope of Work as set forth herein.

1.1 For ease of use only, this document is divided into the following sections:

Part One	Introduction and Background
Part Two	General Instructions to Bidders/Offerors
Part Three	Special Instructions to Bidders/Offerors
Part Four	Scope of Work/Statement of Work
Part Five	Special Terms and Conditions
Part Six	General Terms and Conditions
Part Seven	Form of Agreement
Part Eight	Exhibits and Attachments

PART TWO

GENERAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Definition of Key Words Used in the Invitation for Bids/Request for Proposals:

- 1.1 **County:** Cochise County, Arizona
- 1.2 **Contractor, Consultant:** The individual, partnership, or corporation who, as a result of the competitive bidding/proposal process, is awarded this Contract by Cochise County
- 1.3 **Contract:** The legal agreement executed between Cochise County, Arizona, and the Contractor, specifically Cochise County Contract No. 16-38-PUR-03
- 1.4 **May:** Indicates something that is not mandatory but permissible
- 1.5 **Shall, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of the bid/proposal as non-responsive.
- 1.6 **Should:** Indicates something that is recommended but not mandatory. If the Bidder/Proposer fails to provide recommended information, the County may, at its sole option, ask the Bidder/Proposer to provide the information or evaluate the bid/proposal without the information.
- 1.7 **Will:** Indicates an expression of intent, but is not binding
- 1.8 **Solicitation:** An Invitation for Bids ("IFB") or Request for Proposals ("RFP")
- 1.9 **Responsible Bidder or Offeror:** Individual, partnership, or corporation who has the capability to perform the Contract requirements and the integrity and reliability that will assure good faith performance
- 1.10 **Responsive Bidder or Offeror:** Individual, partnership, or corporation who submits a bid or proposal that conforms in all material respects to the Invitation for Bids or Request for Proposals

2.0 Preparation of Bid/Offer:

It is the responsibility of all bidders/offerors to thoroughly examine the entire Invitation for Bids/Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date.

- 2.1 **Form; No Facsimile or Telegraphic Offers:**
A bid/offer shall be submitted on the forms provided in this solicitation or photocopies of those forms. A facsimile, telegraphic or Mailgram bid/offer shall be rejected.
- 2.2 **Typed or Ink; Corrections:**
The bid/offer must be typed or in ink. The person signing the bid/offer must initial erasures, interlineations or other modifications in the bid/offer in ink. Modifications will not be permitted after bids/offers have been opened.
- 2.3 **Bid/Proposal Form; Original Signatures:**
The Bid Form/Proposal Form within the solicitation must be submitted with the bid/offer and must include an original signature by a person authorized to sign the bid/offer. The signature shall signify the bidder/offeror's intent to be bound by the bid/offer and the terms of the solicitation. Failure to submit an original signature with the bid/offer shall result in rejection of the bid/offer.
- 2.4 **Exceptions to Terms and Conditions:**
A bid/offer that takes exception to a material requirement of any part of the solicitation, including a material term and condition, shall be rejected.

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2.0 Provide the following pricing information. All line items must be completed:

Item Number	Estimated Annual Usage (Column Inches)	Description	Price per Column Inch (Based on 2" Column)	Extended Price
2.1	6,367	Printing of camera-ready copy to enlarge/reduce for first insertion	\$1.45	9232.15
2.2	5,000	Second (duplicate) insertion	\$1.45	7250.00
2.3	2,000	Printing of copy, including typesetting	\$1.45	2900.00
2.4	8,127	Charge per column inch for inserting printing of Treasurer's Notice of Tax Sale Insert	\$1.95	15847.65
2.6	130 copies	Charge for copies of Treasurer's Notice of Tax Sale Insert	Price per Copy .50¢	\$ 65.00
2.7		Charge for additional copies of Treasurer's Notice of Tax Sale Insert	Price per Copy .50¢	
2.8	850	Charge per column inch for first printing of Board of Supervisors' Notice of Land Sale	\$1.45	1232.50
2.9		Annual publication of County's tentative budgets	\$1.45	
2.10	1,219	Legal Display Ads	2.75	3352.25
2.11		Charge for additional original Publisher's Affidavit of Publication	Price Each \$1.00	
2.12		Charge for photocopies of Publisher's Affidavit of Publication	Price Each \$1.00	
2.13		Charge for processing magnetic media submitted in IBM compatible ASCII format	Ø	Ø

3.0 Charges for Additional Services:
Will not be used in the evaluation process.

	Column Inches	Description	Price per Column Inch	Extended Price
3.1	8,446	Display inches, not legal	4.80	40540.80
3.2	2,753	Classified inches, not legal	4.80	13214.40

4.0 Indicate if the bidder has the capability of receiving camera ready copy via e-mail (the County standard is Microsoft Word 2007): yes

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F. E. T.

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BID CLARIFICATION AND AUTHORIZATION

This information must be provided by the responder or the bid shall be considered unresponsive.

07-272187
Arizona Transaction (Sales) Privilege Tax License
Number 860497096
Federal Employer Identification Number
ARIZONA Range
Company Name
112 S. Haskell Ave
Mailing Address
Willcox, AZ 85644
City State Zip
Code

For clarification of this offer contact:
Joan Hancock
Name
Business Office Manager
Title
520-515-4660 / 520-
Phone Fax
Joan.hancock@svherald.com
e-mail

Bid Authorization:

(Monica L. Watson)
Signature of Person Authorized to Sign Offer
MONICA L. WATSON
Printed or Typed Name
Publisher
Title
928-428-2560 / 928-428-5396
Phone Fax
monica@eacourier.com
e-mail address

3.0 Inquiries:

All inquiries related to this solicitation shall be directed to the Senior Buyer unless otherwise stated in the solicitation.

3.1 Submission of Inquiries:

The Senior Buyer or the contact person identified in the solicitation may require that an inquiry be submitted in writing. Any inquiry related to a solicitation shall refer to the appropriate solicitation number, page, and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry since it may be identified as an offer and not be opened until after the bid/offer due date and time.

3.2 Timeliness:

The Senior Buyer shall receive any inquiry at least seven (7) days before the bid/offer due date and time. Failure to meet this time requirement may result in the inquiry not being answered.

3.3 No Right to Rely on Verbal Responses:

Any inquiry that raises material issues and results in changes to the solicitation shall be answered solely through a written solicitation addendum. A Bidder/Offeror may not rely on verbal responses to its inquiries.

4.0 Submission of Offer:

Bids/offers should be fully completed and in a sealed envelope/package BEFORE delivery to the Procurement Department. The Procurement Department will not provide the use of telephones or any packaging materials for the use of the bidder/offeror in the preparation or delivery of the bid/offer.

Bids/proposals shall be received at:

**Cochise County Procurement Department
1415 Melody Lane, Building C
Bisbee, Arizona 85603**

until the time and date cited above in the cover page. **Sealed bids/proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above.** Late bids shall be returned unopened. Electronic format bids/proposals will not be accepted unless specifically required in the solicitation.

4.1 Sealed Envelope or Package:

Each bid/offer shall be submitted in a sealed envelope or package that identifies its contents as:

IFB 16-38-PUR-03, Legal Advertising

The name and address of the firm/individual submitting the Bid/Proposal must be clearly indicated on the outside of the envelope or package containing the offer. **Bids/offers that are not in sealed envelopes or packages WILL NOT BE ACCEPTED.**

4.2 Addenda:

Each solicitation addendum shall be signed with an original signature by the person signing the bid/offer, and shall be submitted no later than the bid/offer due date and time. Failure to return a signed copy of a material solicitation addendum shall result in rejection of the bid/offer.

4.3 Late Bids/Offers:

A bid/offer received after the exact bid/offer due date and time shall be rejected. The bid/proposal will be returned unopened to the Bidder/Offeror.

4.3.1 The Official Time Clock is located in the Procurement Department. All times referred to in this solicitation are determined by this clock.

- 4.4 Overnight Delivery Service:**
Overnight delivery services do not deliver overnight to the Bisbee area. Shipment of bids/offers should be made with adequate allowances for slow delivery time.
- 4.5 Bid/Offer Amendment or Withdrawal:**
A bid/offer may not be amended or withdrawn after the offer due date and time.
- 4.6 Public Record:**
Under applicable law, all bids/offers are public records and must be retained by the County. Bids are public records upon opening. Offers are open to public inspection after Contract award. If a bidder/offeror believes that information in its offer should remain confidential, it shall stamp as confidential that information and submit a statement with its bid/offer detailing the reasons why that information should not be disclosed. The County shall make a final determination whether or not the information is confidential. If it is determined that the information may be disclosed, the bidder/offeror shall be informed in writing of such determination.
- 5.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date, unless otherwise stated in the solicitation.
- 6.0 Taxes:**
The County is subject to State of Arizona and other Government Agency taxes imposed within Arizona. State of Arizona Use Tax will be paid directly to the state when orders are placed with out-of-state vendors. No taxes other than those imposed within the State of Arizona will be paid in addition to the bid/offer price.
- 7.0 Cost of Bid/Offer Preparation:**
The County will not reimburse any Bidder/Offeror the cost of responding to a solicitation.
- 8.0 Certifications, Disclosure, and Disqualification:**
- 8.1 Non-collusion, Employment and Debarment:**
By signing the Bid/Proposal Page or other official Contract form, the Bidder/Offeror certifies that:
- 8.1.1** It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its bid/offer; and
- 8.1.2** It does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
- 8.2 Disclosure:**
If a Bidder/Offeror has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Bidder/Offeror shall disclose that information in its bid/offer. Failure to do so shall result in rejection of the bid/offer.
- 8.3 Disqualification:**
The bid/offer of a Bidder/Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 9.0 Award of Contract::**
The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

9.1 Waiver and Rejection Rights:

Notwithstanding any other provision of the solicitation, the County reserves the right to:

- Waive any immaterial defect or informality;
- Reject any and all bids/offers or portions thereof; or
- Cancel a solicitation

10.0 Contract Inception:

A response to a solicitation is an offer to Contract with the County based upon the terms, conditions and specifications contained in the County's solicitation does not become a Contract unless and until it is awarded by the Board of Supervisors. A Contract has its inception in the award document, eliminating a formal signing of a separate Contract. For that reason, all of the Terms and Conditions of the procurement Contract are contained in the solicitation, unless any of the Terms and Conditions are modified by a solicitation addendum, a Contract amendment, or by mutually agreed upon terms and conditions in the Contract documents.

11.0 Protests and Disputes:

A protest shall comply with and be resolved according to the Cochise County Procurement Policy, Section Fifteen. Any interested party may protest a solicitation, a proposed award or the actual award of a County contract. All written protests will be reviewed and receive a written response. Protests may be transmitted by facsimile machine.

Protestors should first contact the Procurement by telephone, with their questions regarding a solicitation, award or proposed award as the first step in the protest process. Frequently, the questions or problems can be resolved in this manner. Receipt of a verbal response does not preclude filing a formal written protest.

- Protests regarding alleged improprieties in a solicitation that are apparent before the bid opening shall be filed five (5) working days before the bid opening date.
- Protests regarding materials included by addendum and received by the protestor less than five (5) working days before the bid opening shall be submitted with the bid.
- Protests regarding a proposed award shall be submitted as soon as known by the date of award.
- Protests regarding the actual award of a contract shall be filed within five (5) working days of the contract award, or within five (5) working days of the mailing of the notice of award, whichever is later.

A formal protest must be in the form of a letter from the protester to the Procurement Director. It must include:

- The name, address, and telephone number of the protestor and the original signature of the protestor or its representative;
- The name and number of the solicitation that is being protested;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

The Procurement Director will respond to all disputes within seven (7) working days of the receipt of the dispute. The response shall contain an explanation of the basis for the decision. The time period for this response may be extended for good cause for up to thirty (30) calendar days. The disputant shall be notified in writing that the time for issuance of a response has been extended.

12.0 Order of Precedence:

In the event of a conflict in the provision of this solicitation, the following shall prevail:

- Special Terms and Conditions
- General Terms and Conditions
- Specifications or Scope of Work or Services
- Documents referenced in the solicitation
- Special Instructions to Bidders/Offerors
- General Instructions to Bidders/Offerors

PART THREE
SPECIAL INSTRUCTIONS TO BIDDERS/PROPOSERS

1.0 Bidder/Offeror's Contacts:

- 1.1 All questions regarding this solicitation, including technical specifications, solicitation, process, etc., must be directed to Terry Rutan, Senior Buyer, at (520)432-8392. The bidder/offeror shall not contact or direct inquiries concerning this solicitation to any other County employee unless the solicitation specifically identifies a person other than the Senior Buyer as a contact.
- 1.2 Bidders/offerors may not contact the employees of Cochise County concerning this solicitation while the bid/proposal evaluation process is in progress.

2.0 Pre-bid/Proposal Conference:
A pre-bid conference will not be held.

3.0 Bid/Proposal Format:

One (1) original and three (3) copies of each bid must be submitted on the forms and in the format specified in the solicitation. The original copy of the bid should be clearly labeled "**ORIGINAL**". Failure to include the requested information may have a negative impact on the evaluation of the bid. **Do not submit bids in ring binders.**

3.1 Submittals:

The complete bid packet shall be submitted in response to this solicitation and must include:

- Completed Bid Form
- Affidavit of Compliance
- Form of Agreement completed as per instructions in Part Seven
- A sample of print, including a legal notice or classified ad.
- A local rate card

Failure to submit these items shall result in rejection of the bid.

4.0 Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete an effective response to the solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive paper and binding, and expensive visual and other presentations are neither necessary nor desired.

5.0 Alternate Bids:

Bids submitted as "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraphs and page numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid. If no exceptions are requested, the County will expect and require complete compliance with the specifications and all conditions of purchase.

6.0 Subcontractors:

Bidder must list any subcontractor that will be used in performance of services herein. Include detail on respective qualifications for each subcontractor listed.

7.0 Bid Rejection:

Submission of additional terms, conditions, and/or agreements with the bid will result in bid rejection.

PART FOUR
SPECIFICATIONS

1.0 **Background And Objective:**

Cochise County is seeking qualified firms or organizations to provide publication of legal advertising for all County departments. Legal advertising is that which is required by statute for all County Departments. This may include Publication of Solicitation Notices, election proclamations, Treasurer's Notice of Tax Sales, Board of Supervisors' Notice of Land Sales, the County's tentative budgets and other public notices as required or authorized to be published at County expense. This does not include advertising, publishing or printing that is required by statute to be done in a location other than that of the official newspaper of the County. This specification establishes requirements for legal advertising.

The Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The pricing portion of the bid shall be based on the price per column inch. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.

2.0 **Definitions:**

Terminology used in this specification is intended to be generic in nature and consistent with meanings that have been defined through general use and/or accepted trade practices. Where variant meanings may exist, the Senior Buyer will determine the applicable interpretation. For the purposes of this solicitation, the following definitions shall apply:

2.1 **Newspaper:**

As defined in A.R.S. §39-201: □ publication regularly issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation or circulation at nominal rates, but shall have a bona fide list of paying subscribers.

3.0 **Scope of Work:**

ALL QUANTITIES LISTED ARE ESTIMATES ONLY. ACTUAL USAGE BY THE COUNTY CAN AND DOES VARY FROM YEAR TO YEAR.

3.1 **General Requirements:**

The newspaper must meet or exceed the following requirements:

- 3.1.1 Be a newspaper that for at least one (1) year has been admitted to the United States mail as second class matter.
- 3.1.2 Meet all current and future applicable U. S. Postal regulations.
- 3.1.3 Be printed and published within Cochise County
- 3.1.4 Provide a sample of print, including a legal notice or classified ad. This representative sample shall establish the standard for legibility and print quality that will be used to evaluate the Contractor's performance pursuant to this contract.
- 3.1.5 Provide a local rate card. Bid prices shall not exceed the rate per column inch, per insertion, charged for legal advertising as shown on the Contractor's local rate card.
- 3.1.6 Submit a completed Affidavit of Compliance as required by A.R.S. §39-201.
- 3.1.7 Provide the County with one (1) contact person who will be responsible for answering all questions pertaining to this contract.

3.1.8 Provide the County Treasurer with three hundred (200) copies of the published Treasurer's Notice of Tax Sales. This shall be published as an insert to the newspaper. The cost for these copies must be specified on the Bid Form.

3.1.9 Publish the County's annual tentative budgets

3.2 Publishing Requirements:

3.2.1 Publication:

All copy shall be published in the next regular issue (or initially published if more than one (1) publication is required) or on the specified dates of the publication subject to receipt of camera-ready or draft for typesetting copy prior to copy deadline unless publication within this time frame is prevented by unforeseen circumstances beyond the control of the Contractor, or unless otherwise directed by the County.

- All legal advertisements shall appear in each copy of the newspaper bearing the specified date of publication regardless of distribution method.
- Contractor shall republish at no charge to the County any incorrect ads caused by the Contractor's error or omissions. Ads deemed by the County to be substantially impaired due to inadequate legibility, insufficient distribution or late publication shall be republished at no charge to the County. The County may choose to refuse payment for the above reasons if a republication would be of no value to the County. Failure to correct errors or omissions in future publications shall be cause for termination of the Contract.

3.2.2 Copy:

All copy shall be considered in camera-ready form suitable for enlargement or reduction as necessary, unless it is specified by the requesting department that the copy be typeset. A proof may be requested for approval on all typeset copy.

- Camera-ready copy is defined a typed, clean copy with no filled-in letters or other copy deficiencies that would prevent a clear printing in the newspaper. The Contractor shall contact the department placing the ad to notify it that the copy shall have to be typeset by the printer unless the department provides acceptable copy before the deadline.
- Copy may be submitted on an IBM compatible ASCII format diskette, or electronically (e-mail). If the format is not considered camera-ready (with enlargement or reduction as necessary) then additional charges for processing such submissions must be specified on the Bid Form. The requesting department may ask for a proof copy before publishing.
- All legal notices shall be printed such that it shall minimize costs wherever possible but shall conform to reasonable standards of readability. Unless otherwise specified, copy shall be no larger than 6-point type size and no less than eleven (11) lines per column inch. All typeset copy shall be single-spaced unless requested to be otherwise. Any legal notice to be printed in any format other than standard two-inch (2") columns must be reviewed and approved by the requesting County department before publication. Billable column inches shall be calculated based on the agreed-to format divided by the number of two-inch (2") columns.

3.2.3 Proof of Publication:

Contractor shall provide a proof of publication on each single publication or following a series of multiple publications. The affidavit shall be submitted at the same time as the invoice or within five (5) days of the advertisement date or the final date of a multiple publication ad, whichever is sooner.

4.0 Invoicing:

Each County department requesting publication of legal advertising shall be billed separately, with a separate account number, and referencing a Purchase Order number if requested by the department.

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

**INVITATION for BIDS #IFB 16-38-PUR-03
Legal Advertising**

- 4.1 Each invoice shall reflect the number of column inches, whether the copy was camera-ready or typeset, and the appropriate rate including all costs of publication.
 - 4.2 Second insertions (duplicate) shall be charged at the same fixed rate whether original copy was camera-ready or typeset.
 - 4.3 Cochise County has implemented a purchasing card program through Bank of America. Participating vendors may receive payment from the County via this purchasing card program. Bidder/Offerors should consult with their servicing bank to discuss this program and all applicable fees.
 - 4.4 The contractor shall provide each department with a monthly statement showing all charges made by the newspaper and the payments made by the County, along any adjustments made and a resulting balance.
- 5.0 Exhibits and Attachments:**
See Part Eight for Exhibits and Attachments relevant to this Scope of Work.

PART FIVE

SPECIAL TERMS AND CONDITIONS

- 1.0 Bid/Proposal Opening:**
Bids/proposals shall be opened publicly at the time and place designated on the cover page of this document.
- 1.1 Bids:**
Bids shall be read publicly and recorded.
- 1.2 Proposals:**
The name of each offeror shall be read publicly and recorded. Proposals shall not be subject to public inspection until after the Contract award.
- 2.0 Offer Acceptance Period:**
In order to allow for an adequate evaluation, the County requires a bid/offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 3.0 Award of the Contract:**
The Board of Supervisors shall award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication service for County staff.
- 4.0 Effective Date of Contract:**
Approval of the award by the Board of Supervisors, countersigned by the Clerk of the Board is the conditions precedent to the effectiveness of this Contract.
- 5.0 Upon Award of the Contract:**
The successful Bidder shall sign and file with the County, within ten (10) days after notification of Award, all documents necessary to the successful execution of the Contract, to include contract documents, Form of Agreement, and insurance certificates and bonds as required.
- 6.0 Term of the Contract:**
The term of the Contract shall be from July 1, 2016, through June 30, 2017.
- 7.0 Confidential Information:**
If a person believes that any portion of proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Senior Buyer should be so advised in writing. The County shall review all requests for confidentiality and provide a written determination. If the confidentiality request is denied, such information shall be disclosed as public information unless the person utilizes the "Protest" provision listed elsewhere in this solicitation.
- 8.0 Suspension or Debarment Status:**
If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the Bidder or Offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a Contract. The County may also exercise any other remedy available by law.
- 9.0 Authorization for Orders:**
Authorization for purchases under the terms and conditions of this Contract shall be made only upon issuance of a Purchase Order or use of a County issued purchasing card. A separate delivery release shall be issued against the purchase Order, either in writing or by telephone.

10.0 Requirements Contract:

During the period of the Contract, the Contractor shall provide all the services/materials described in the Contract. The Contractor understands and agrees that the County shall have no obligation to the Contractor if no services are required. Any quantities that are included in the Scope of Work reflect the current expectations of the County for the period of the Contract. **The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount of the service/materials as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees that the County may require services/materials in an amount less than or in excess of the estimated annual Contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.**

11.0 Compensation and Method of Payment:

In consideration of the performance of the services described in the specifications/scope of work, the County shall pay the Contractor the sum or amounts as set forth in the Bid Form herein, and the Contractor shall charge the County only in accordance with those same amounts.

11.1 The County shall pay the Contractor within thirty (30) days following the receipt of itemized invoices for the services rendered. No payment shall be issued prior to receipt of material or service and correct invoice.

12.0 Exclusive Possession:

Information and public records are provided by Cochise County under this contract only for the purpose of publication of legal advertisements on behalf of the County. Public records and information may be used for other commercial purposes only upon specific request, made pursuant to the requirements of A.R.S. §38-121.03.

13.0 Submission of Copy for Publication:

Cochise County agrees to submit such copy as it may desire to be published no later than the Contractor's established deadline for receipt of advertising unless specifically agreed otherwise in writing by the parties. It is further understood and agreed that the County is not obligated herein to submit said copy in any specific form, format or configuration except that the County agrees that all such copy shall be legible and readable.

14.0 Legibility:

The representative sample of publication submitted with the Contractor's bid shall establish the standards for legibility and print quality that shall be used to evaluate the Contractor's performance pursuant to this contract. In the event that any insertion materially deviates from these standards, the County may decline to pay for said insertion. If the deviation is not corrected in insertions subsequent to notice by the County of such deviation, the County may terminate this contract upon notice of intent to terminate.

14.1 If, prior to any publication or republication pursuant to this contract, the Contractor determines that it cannot meet the legibility or print quality standards, as set forth herein, with the time limits established for publication, it shall immediately notify the County. Following such notice, the County, at its option, may cause publication to be made in another newspaper or may cause the insertion to be printed by another publishing firm and inserted in the Contractor's newspaper. All costs for printing or publication shall be the sole responsibility of the Contractor. Unless the Contractor's inability to perform is the result of unforeseen circumstances beyond the Contractor's control, the County may terminate this contract on receipt of notice or inability to perform by notice to the Contractor of intent to terminate. If the County receives two (2) notices of inability to perform within the effective term of this contract, the County may terminate by Notice of Intent to Terminate, regardless of the reason for the inability to perform.

15.0 Publication Time:

Time is of the essence with respect to the publication services required by this contract. The Contractor understands and agrees that, in the event that material submitted by the County is not published within the time limit specified in this contract, the County may, at its sole discretion, decline to pay any charges for publication of said material. Any such decision not to pay shall in no way excuse the Contractor from its obligation to publish said material at the earliest possible time.

16.0 Compliance with Legal Requirements:

The Contractor shall comply with all applicable statutes, regulations, ordinances and other legal requirements including but not limited to Title 39, Chapter 2 of the Arizona Revised Statutes (Section 39-201 et seq.)

17.0 Contract Management Conference:

The Contractor shall attend, at a time mutually convenient to the parties, a contract management conference. At the conference the parties may clarify any matters pertaining to their performance pursuant to this contract and establish such procedures as may be required to ensure proper performance.

18.0 Contract Management and Contacts:

To the greatest possible extent, the Contractor shall address matters involving individual insertions with the designated representative of the office or department responsible for the insertion. Procedural issues involving payments shall be directed to the County Finance Department. Matters involving contract interpretation shall be directed to the Senior Buyer, who shall be responsible for administering this contract. Amendments to this contract may be authorized only by formal action of the Board of Supervisors.

19.0 Contract Performance; Reporting:

Departments utilizing the Contractor's services pursuant to this contract shall be asked to evaluate the Contractor's performance prior to the expiration of the contract and to report instances of unsatisfactory performance to the Senior Buyer as they occur. Evaluations and reports shall be made as part of the contract file and may be utilized to enforce compliance with the provisions of the contract and to evaluate the Contractor's eligibility for future contract awards.

20.0 Insurance:

The Contractor agrees to obtain and maintain insurance coverage during the effective term of this contract in an amount and of a kind sufficient to protect the Contractor and the County from actions and claims arising from the Contractor's performance under the terms of this contract. The Contractor shall provide a current certificate of insurance to the County prior to approval of this agreement.

PART SIX

GENERAL TERMS AND CONDITIONS

1.0 Certification:

By signature on the Bid Page/Proposal Form of this solicitation the Bidder/Offeror certifies:

- 1.1 The submission of the bid/offer did not involve collusion or other anti-competitive practices.
- 1.2 The Bidder/Offeror shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order 75.5 and A.R.S. §31-1461 et. seq.
- 1.3 The Bidder/Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the bid/offer with a false statement shall void the bid/offer, any resulting Contract and may be subject to legal remedies provided by law.
- 1.4 The Bidder/Offeror agrees to promote and offer to the County only those materials and/or services as stated in and allowed for under resultant Contract(s) as County Contract items.

2.0 Gratuities:

The County may, by written notice to the Contractor, cancel this Contract if it is found by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing a Contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or to withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals, which are generally made available to eligible County Government customers, shall not be prohibited by this paragraph.

3.0 Applicable Law:

This Contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Contract or in statutes pertaining specifically to the State. The Law of the State of Arizona shall govern this Contract, and suits pertaining to this Contract shall be brought only in Federal or State Courts in the State of Arizona.

4.0 Arizona Procurement Code:

The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Cochise County Purchasing Policy are a part of this document as if fully set forth herein.

5.0 Legal Remedies:

All claims and controversies shall be subject to A.R.S. §12-1518 ET. al.

6.0 Contract:

The Contract shall be based upon the solicitation issued by the County and bid/offer submitted by the Contractor in response to the solicitation. The bid/offer shall substantially conform to the terms; conditions and other requirements set for with the rest of the solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the bid/offer shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the County of Cochise and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7.0 Contract Amendments:

This Contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Contractor.

8.0 Provisions Required by Law:

Each and every provision of Law and any clause required by Law to be in the Contract shall be read and enforced as though it were included herein. And if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

9.0 Termination by the County:

The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or consultant to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.

9.1 This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Contractor. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

9.2 The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise or condition of the contract. The County shall issue a written ten (10) day notice of default to the Contractor for acting or failing to act any of the following, in the opinion of the County:

9.2.1 Contractor provides personnel who do not meet the requirements of the contract;

9.2.2 Contractor fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;

9.2.3 Contractor attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;

9.2.4 Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

9.2.5 Contractor fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Contractor shall not or cannot perform to the requirements of the contract.

10.0 Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract that may remain in effect without the invalid provision or application.

11.0 Relationship of Parties:

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

12.0 Interpretation - Parole Evidence:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the

parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Cochise County Purchasing Policy is used in this Contract, the definition contained in the Policy shall control.

13.0 Assignment - Delegation:

The Contractor without prior written permission of the County shall assign no right or interest in this Contract, and no delegation of any duty of the Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

14.0 Subcontracts:

The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the County. All subcontracts shall comply with Federal and State Laws and Regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

15.0 Rights and Remedies:

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

16.0 Warranties:

Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified and any inspection incidental thereto by the County shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirement may be set forth in this document.

17.0 Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify and hold harmless the County, its agents and employees, from and against any and all claims, damages, losses, expenses, and attorney's fees, arising out of or in connection with or incidental to the performance of this agreement, provided that such claim damage, loss, or expense:

17.1 is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and

17.2 is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

This indemnity shall not extend to the negligent acts or omissions of the County, its agents and employees, or to that portion of any joint liability that is attributable to any of them.

18.0 Overcharges by Antitrust Violations:

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

19. Force Majeure:

19.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring Force Majeure which such party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this agreement. Force Majeure shall not include the following occurrences:

16.1.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

19.1.2 Late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure.

19.2 If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

20.0 Right to Assurance:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

21.0 Records:

Pursuant to provisions of A.R.S. Title 35, Chapter 1, Article 6, §35-214 and §35-215, each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced for the County.

22.0 Advertising:

Contractor shall not advertise or publish information concerning this Contract without prior written consent of the County. The County shall not unreasonably withhold permission.

23.0 Right to Inspect Plant:

The County may, at reasonable times, and at the County's expense, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. §41-2547.

24.0 Inspection:

All material, service or construction are subject to final inspection and acceptance by the County. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's

risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.

25.0 Exclusive Possession:

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the County of Cochise and shall not be used or released by the Contractor or any other person except with prior written permission of the County.

26.0 Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

27.0 No Replacement of Defective Tender:

Every tender of materials must fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the cancellation clause set forth within this document.

28.0 Default in One Installment to Constitute Total Breach:

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute a breach of the Contract as a whole. Compliance shall conform to the cancellation clause set forth within this document.

29.0 Shipment Under Reservation Prohibited:

Contractor is not authorized to ship materials under reservation and no tender of a Bill of Lading shall operate as a tender of materials. Compliance shall conform to the cancellation clause set forth within this document.

30.0 Liens:

All goods, services and other deliverables supplied to the County under this Contract shall be free of all Liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all Liens.

31.0 Payment:

A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provision of A.R.S. Title 35.

32.0 Licenses:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the Contract.

33.0 Preparation of Specifications by Persons Other than County Personnel:

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the County's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

34.0 Cost of Bid Preparation:

The County shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

35.0 Public Record:

All bids and proposals submitted in response to this solicitation shall become the property of the County and shall become a matter of Public Record available for review, subsequent to the award notification, as provided by the Cochise County Procurement Policy.

36.0 Payment by the County:

Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of services herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service shall or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

37.0 Independent Contractor:

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Cochise County; and the County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants or agents.

37.1 The County shall not withhold from the contract payments to the contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further the County shall not provide to the contractor any insurance coverage or other benefits, including Workers Compensation, normally provided by the County for its employees.

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

**INVITATION for BIDS #IFB 16-38-PUR-03
Legal Advertising**

PART SEVEN

FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**CONTRACTOR**". **Do not fill in the date.**

1.1 Return the completed Form of Agreement with the bid/proposal packet.

Arizona Range News Classified Rates

Effective January 1, 2016

Willcox – Arizona Range News

1 Week	*\$13
4 Week Special	*\$29
Bold or ALL CAPS	\$1 per run
Border	\$2 per run

Benson – San Pedro Valley News-Sun

1 Week	*\$10.76
4 Week Special	*\$26.91
Bold or ALL CAPS	\$1 per run
Border	\$2 per run

*25 words or less

More than 25 words: .42¢ per word

CLASSIFIED AD DEADLINE FRIDAY AT 1 P.M.

Arizona Range News Obituary Rates

Word Count	Price	w/photo
250 or fewer	\$41	\$51
251 to 350	\$51	\$61
351 to 450	\$61	\$71
451 to 550	\$71	\$81
551 to 650	\$81	\$91
651 to 750	\$91	\$101
751 to 850	\$101	\$111
851 to 950	\$111	\$121
951 to 1051	\$121	\$131

Benson add tax 2.5 percent

OBITUARY DEADLINE MONDAY NOON.

Subscription Rates

Cochise County	6 months	\$22.5
Cochise County	1 Year	\$36.4
Elsewhere in AZ	6 months	\$24.5
Elsewhere in AZ	1 Year	\$41.6
Outside AZ	6 months	\$30.5
Outside AZ	1 Year	\$52

Public Notices

\$7 per column inch:

\$29 is required to start an account.(If you decide to publish in the Arizona Range News, the \$29 will be put towards the total bill. If you decide not to publish in the Range News, the \$29 will be put towards a typing fee.) Affidavits (2 copies) will be mailed to you after the last publication.

PUBLIC NOTICE DEADLINE THURSDAY NOON