



# Cochise County Board of Supervisors

Public Programs...Personal Service  
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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, November 15, 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.*

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

**PRESENTATION**

Presentation of 30-year service award to Clerk of the Superior Court, Mary Ellen Dunlap.

**CONSENT**

**Board of Supervisors**

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

**Community Development**

2. Approve the renewal of Contract No. IFB 15-07-HFP-04 for Aggregate and Concrete Crushing at various County located pits for the Community Development Highway and Floodplain Division to various contractors in the not to exceed amount of \$350,000 for the period of November 1, 2016 through October 31, 2017.
3. Approve the appointment of Mr. Grady Butler to the Board of Adjustment, District 1, for the remainder of a four-year term ending December 31, 2017.

4. Approve the appointment of Ms. Kristen Gregan to the Board of Adjustment, District 1, for a four-year term beginning January 1, 2017, and ending on December 31, 2020.
5. Approve the reappointment of Mr. Gary Brauchla to the Planning & Zoning Commission, for a four-year term ending December 31, 2020.

### **County Sheriff**

6. Approve contract 2017-PT-069 between Cochise County and the Governor's Office of Highway Safety in the amount of \$10,080 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP) effective October 1, 2016 to September 30, 2017.
7. Approve contract 2017-II-005 between Cochise County and the Governor's Office of Highway Safety in the amount of \$34,920 for overtime and employee related expense funds for the DUI/Impaired Driving and Youth Alcohol Enforcement Program effective October 1, 2016 to September 30, 2017.

### **Finance**

8. Approve demands and budget amendments for operating transfers.

### **Health & Social Services**

9. Approve the Arizona Department of Health Services IGA contract # ADHS17-133164 Amendment #1 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$103,980 effective July 1, 2016 and ending June 30, 2017.

### **Indigent Defense**

10. Approve contract awards to Scott W. Schlievert and Tiffany Ann Fina, Esq. for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for the period of November 15, 2016 through June 30, 2016.

### ***PUBLIC HEARINGS***

### **Board of Supervisors**

11. Approve a new liquor license application for a series #12 restaurant license submitted by Ms. Brenda M. Pratt for Morning Star Cafe, LLC, located at 10428 E. Highway 92, Hereford, AZ 85615

### ***ACTION***

### **Board of Supervisors**

12. Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

## **Community Development**

13. Adopt Resolution 16-46, authorizing revisions to the Road Maintenance System for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue as described therein.
14. Adopt Resolution 16-47, authorizing revisions to the County Maintained Road Atlas format as described therein.

## **County Attorney**

15. Approve the Intergovernmental Agreement (IGA) with the Whetstone Water Improvement District for the County Attorney's Office to provide legal services effective November 15, 2016 with an automatic annual renewal option.

## **CALL TO THE PUBLIC**

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

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

### **SUMMARY OF CURRENT EVENTS**

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

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

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

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

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

**Presentations / Special Events  
Board of Supervisors**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016  
Presentation - 30 years of service-Mary Ellen Dunlap  
**Submitted By:** Kim Lemons, Board of Supervisors  
**Department:** Board of Supervisors  
**Presentation:** No A/V Presentation    **Recommendation:** Approve  
**Document Signatures:** BOS Signature    **# of ORIGINALS** 0  
Required    **Submitted for Signature:**

**NAME of PRESENTER:**    **TITLE of PRESENTER:**  
**Mandated Function?:**    **Source of Mandate or Basis for Support?:**

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**  
Presentation of 30-year service award to Clerk of the Superior Court, Mary Ellen Dunlap.

**Background:**  
na

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

**Impact of NOT Approving/Alternatives:**  
na

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

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**Budget Information**

*Information about available funds*

<b>Budgeted:</b> <input type="checkbox"/>	<b>Funds Available:</b> <input type="checkbox"/>	<b>Amount Available:</b>
<b>Unbudgeted:</b> <input type="checkbox"/>	<b>Funds NOT Available:</b> <input type="checkbox"/>	<b>Amendment:</b> <input type="checkbox"/>

**Account Code(s) for Available Funds**  
1:

**Fund Transfers**  
**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

Minutes

**Submitted By:** Rebecca Reynolds, 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?:**

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**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of November 1, 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.

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

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**Community Development**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

Contract Renewal for Aggregate Crushing at County Located Pits

**Submitted By:** Terry Hudson, Procurement

**Department:** Procurement

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

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

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

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve the renewal of Contract No. IFB 15-07-HFP-04 for Aggregate and Concrete Crushing at various County located pits for the Community Development Highway and Floodplain Division to various contractors in the not to exceed amount of \$350,000 for the period of November 1, 2016 through October 31, 2017.

**Background:**

This will be the second renewal period of Contract No. IFB 15-07-HFP-04 approved by the Board of Supervisors on October 28, 2014. All of the contractors have agreed to hold their prices firm for the contract renewal period, the current contractors are:

- AGE Contracting, Inc.
- Maddux and Sons, Inc.
- Fisher Sand & Gravel Co.

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

Process purchase orders and monitor contractors performance.

**Impact of NOT Approving/Alternatives:**

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

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

No action required.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

**Fund Transfers**

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

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2016-17 annual work plan in fund lines 251-4010-9-413.700 and 261-4110-9-413.900.

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**Attachments**

Contractor renewal response

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**COCHISE COUNTY PROCUREMENT DEPARTMENT**  
 1415 Melody Lane, Building C, Bisbee, AZ 85603  
 Phone: 520-432-8391 Fax: 520-432-8397  
 Website: [www.cochise.az.gov](http://www.cochise.az.gov)

October 18, 2016

Fisher Sand & Gravel Co  
 James Baumgartner  
 1302 W. Drivers Way  
 Tempe, AZ 85284

Re: Contract Renewal #15-07-HFP-04 – Aggregate Crushing at County Located Pits

Dear Mr. Baumgartner;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on December 12, 2015 for the period of November 1, 2015 through October 31, 2016. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of November 1, 2016 through October 31, 2017. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

  
 Terry Hudson, CPPB  
 Procurement Director

\*\*\*\*\*

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

<u>JAMES BAUMGARTNER</u>	<u>Sw Piv Mgr</u>
Name (Type or print)	Title
<u></u>	<u>10/20/2016</u>
Signature	Date



**COCHISE COUNTY PROCUREMENT DEPARTMENT**

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: [www.cochise.az.gov](http://www.cochise.az.gov)

October 18, 2016

AGE Contracting, Inc.  
Laurence Harvey  
3190 N. Silver Hills  
Nogales, AZ 85621

Re: Contract Renewal #15-07-HFP-04 – Aggregate Crushing at County Located Pits

Dear Mr. Harvey;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on December 12, 2015 for the period of November 1, 2015 through October 31, 2016. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of November 1, 2016 through October 31, 2017. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

  
Terry Hudson, CPPB  
Procurement Director

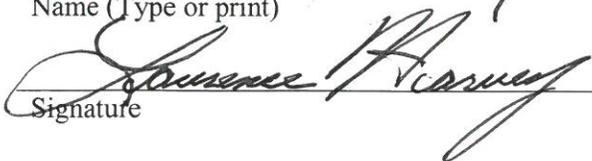
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AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

LAURENCE HARVEY PRES  
Name (Type or print) Title

 10-25-16  
Signature Date



**COCHISE COUNTY PROCUREMENT DEPARTMENT**

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: [www.cochise.az.gov](http://www.cochise.az.gov)

October 18, 2016

Maddux & Sons, Inc.  
Toni Vance  
4000 N. Leslie Canyon Road  
Douglas, AZ 85607

Re: Contract Renewal #15-07-HFP-04 – Aggregate Crushing at County Located Pits

Dear Ms. Vance;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on December 12, 2015 for the period of November 1, 2015 through October 31, 2016. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of November 1, 2016 through October 31, 2017. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

Terry Hudson, CPPB  
Procurement Director

\*\*\*\*\*

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

<u>CLINTON R. MADRUX</u>	<u>PRESIDENT</u>
Name (Type or print)	Title
<u>[Handwritten Signature]</u>	<u>10/24/16</u>
Signature	Date

## Community Development

## Regular Board of Supervisors Meeting

Meeting Date: 11/15/2016

Appoint Mr. Grady Butler to the Board of Adjustment, District 1

Submitted By: Peter Gardner, Community Development

Department: Community Development Division: Planning &amp; Zoning

Presentation: No A/V Presentation Recommendation: Approve

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

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

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

## Information

## Agenda Item Text:

Approve the appointment of Mr. Grady Butler to the Board of Adjustment, District 1, for the remainder of a four-year term ending December 31, 2017.

## Background:

The Boards of Adjustment consist of three members appointed by the County Supervisor for each District, each residing within the District. Members of the Boards of Adjustment serve staggered four-year terms. There is currently a vacancy on the Board of Adjustments, District 1. Supervisor Call is recommending Mr. Grady Butler to serve the remainder of the term ending December 31, 2017.

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

Send appointment letter and administer the oath of office to Mr. Butler as stated below in BOS Staff follow-up.

## Impact of NOT Approving/Alternatives:

There will continue to be one vacancy on the Board of Adjustment, District 1.

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

Please send Mr. Butler the standard letter from the Board office affirming his appointment, along with the oath of office. Community Development will provide the mailing address to the Clerk via email.

## Attachments

Staff Memo



**Cochise County**  
**Community Development**  
**Highway and Floodplain Division**

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MEMORANDUM

TO: Cochise County Board of Adjustment, District 3  
THROUGH: James Vlahovich, County Administrator

FROM: Peter Gardner, Planner I  
FOR: Paul Esparza, AICP, Planning Director

SUBJECT: Board of Adjustment District 1 Appointment  
DATE: October 31, 2016 for the November 15, 2016 Meeting

I. BACKGROUND

The Cochise County Boards of Adjustment consist of three members who each serve staggered four-year terms. There is currently one vacancy on the District 1 Board of Adjustment, with a term ending December 31, 2017. Mr. Grady Butler of Sierra Vista has agreed to serve in this capacity.

II. RECOMMENDATION

Staff recommends that Mr. Butler be appointed to the Board of Adjustment, District 1, by the Board of Supervisors for the remainder of the four-year term to expire on December 31, 2017.

**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

## Community Development

## Regular Board of Supervisors Meeting

**Meeting Date:** 11/15/2016

Appoint Ms. Kristen Gregan to the Board of Adjustment, District 1

**Submitted By:** Peter Gardner, Community Development

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

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

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

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

**Docket Number (If applicable):**

**Mandated Function?:** Not Mandated

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

## Information

**Agenda Item Text:**

Approve the appointment of Ms. Kristen Gregan to the Board of Adjustment, District 1, for a four-year term beginning January 1, 2017, and ending on December 31, 2020.

**Background:**

The Boards of Adjustment consist of three members appointed by the County Supervisor for each District, each residing in the District. Members of the Boards of Adjustment serve staggered four-year terms. As of January 1, 2017, there will be a vacancy on Board of Adjustment, District 1. Supervisor Call is recommending Ms. Kristen Gregan to serve the four year term beginning January 1, 2017 and ending December 31, 2020.

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

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

**Impact of NOT Approving/Alternatives:**

After December 31, 2016, there will be a vacancy on the Board of Adjustment, District 1.

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

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

## Attachments

Staff Memo



**Cochise County**  
**Community Development**  
**Highway and Floodplain Division**

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

MEMORANDUM

TO: Cochise County Board of Adjustment, District 3  
THROUGH: James Vlahovich, County Administrator

FROM: Peter Gardner, Planner I  
FOR: Paul Esparza, AICP, Planning Director

SUBJECT: Board of Adjustment District 1 Appointment  
DATE: October 31, 2016 for the November 15, 2016 Meeting

I. BACKGROUND

The Cochise County Boards of Adjustment consist of three members who each serve staggered four-year terms. As of January 1, 2017, there will be one vacancy on the District 1 Board of Adjustment, with a term ending December 31, 2020. Ms. Kristen Gregan of Sierra Vista has agreed to serve in this capacity.

II. RECOMMENDATION

Staff recommends that Ms. Gregan be appointed to the Board of Adjustment, District 1, by the Board of Supervisors for a four-year term to expire on December 31, 2020.

**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

## Community Development

## Regular Board of Supervisors Meeting

Meeting Date: 11/15/2016

Re-appoint Mr. Gary Brauchla to the Planning &amp; Zoning Commission

Submitted By: Peter Gardner, Community Development

Department: Community Development Division: Planning &amp; Zoning

Presentation: No A/V Presentation Recommendation: Approve

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

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

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

## Information

## Agenda Item Text:

Approve the reappointment of Mr. Gary Brauchla to the Planning & Zoning Commission, for a four-year term ending December 31, 2020.

## Background:

The Planning & Zoning Commission consists of nine members, three from each District, appointed by the County Supervisor for each District, residing within the District. Members of the Planning & Zoning Commission serve staggered four-year terms. Mr. Brauchla's term is expiring on December 31, 2016. Supervisor Searle is recommending re-appointing Mr. Brauchla to serve another term, ending December 31, 2020.

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

Send appointment letters and administer the oath of office to Mr. Brauchla as stated below in BOS Staff Follow-up.

## Impact of NOT Approving/Alternatives:

After December 31, 2016, there will be a vacancy on the Planning & Zoning Commission from District 3.

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

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

## Attachments

Staff Memo



**Cochise County**  
**Community Development**  
**Highway and Floodplain Division**

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www.cochise.az.gov

MEMORANDUM

TO: Cochise County Board of Adjustment, District 3  
THROUGH: James Vlahovich, County Administrator

FROM: Peter Gardner, Planner I  
FOR: Paul Esparza, AICP, Planning Director

SUBJECT: Planning & Zoning Commission District 3 Re-Appointment  
DATE: October 31, 2016 for the November 15, 2016 Meeting

I. BACKGROUND

The Cochise County Planning & Zoning Commission consists of nine members, three from each District, who each serve staggered four-year terms. As of January 1, 2017, there will be one vacancy on the Planning & Zoning Commission from District 3 with a term ending December 31, 2020. Mr. Gary Brauchla of Pearce, has agreed to continue to serve in this capacity.

II. RECOMMENDATION

Staff recommends that Mr. Brauchla be re-appointed to the Planning & Zoning Commission by the Board of Supervisors for a four-year term to expire on December 31, 2020.

**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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016  
Selective Traffic Enforcement Program (STEP)  
**Submitted By:** Mark Genz, County Sheriff  
**Department:** County Sheriff  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

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

**NAME of PRESENTER:** Mark Genz

**TITLE of PRESENTER:** Commander

**Mandated Function?:** Not Mandated

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

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

**Information**

**Agenda Item Text:**

Approve contract 2017-PT-069 between Cochise County and the Governor's Office of Highway Safety in the amount of \$10,080 for overtime and employee related expense funds for Selective Traffic Enforcement Program (STEP) effective October 1, 2016 to September 30, 2017.

**Background:**

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

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

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

**Impact of NOT Approving/Alternatives:**

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

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

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

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

**1:**

**Fund Transfers**

**Attachments**

STEP Enforcement

STEP Grant Form

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**HIGHWAY SAFETY CONTRACT**

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

**CFDA 20.600**

<b>1. APPLICANT AGENCY</b> Cochise County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2017-PT-069	
<b>ADDRESS</b> 205 North Judd Drive, Bisbee, AZ 85603	<b>PROGRAM AREA:</b> 402-PT	
<b>2. GOVERNMENTAL UNIT</b> Cochise County	<b>AGENCY CONTACT:</b> Curtis Wilkins	
<b>ADDRESS</b> 205 North Judd Drive, Bisbee, AZ 85603	<b>3. PROJECT TITLE:</b> STEP Enforcement	
<b>4. GUIDELINES:</b> 402-Police Traffic (PT)		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Cochise County.		
<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FFY 2017</b>	
<b>I. Personnel Services</b>	\$7,200.00	
<b>II. Employee Related Expenses</b>	\$2,880.00	
<b>III. Professional and Outside Services</b>	\$0.00	
<b>IV. Travel In-State</b>	\$0.00	
<b>V. Travel Out-of-State</b>	\$0.00	
<b>VI. Materials and Supplies</b>	\$0.00	
<b>VII. Capital Outlay</b>	\$0.00	
<b>TOTAL ESTIMATED COSTS</b>	<b>\$10,080.00</b>	
<b>PROJECT PERIOD</b>	<b>FROM: Effective Date</b> (Date of GOHS Director Signature)	<b>TO: 09-30-2017</b>
<b>CURRENT GRANT PERIOD</b>	<b>FROM: 10-01-2016</b>	<b>TO: 09-30-2017</b>
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,080.00</b>		
<b>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.</b>		

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

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office (CCSO) is responsible for all unincorporated areas within the county. Incorporated areas having their own law enforcement agencies include Sierra Vista, Willcox, Tombstone, Douglas, Bisbee, and Benson. Cochise County maintains 1,441 miles of roads; 576 miles of these roads being paved and 856 miles being unimproved. Interstate 10 runs along the northern edge of Cochise County throughout the entire county from east to west. Additionally, Interstate 10 is fed by State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add an additional 465 miles of roadway. These are highly traveled roadways as Interstate 10 is the main thoroughfare for travel east and west through Arizona. As Cochise County borders with Mexico, there are two ports of entry located within the county. The ports-of-entry include Douglas and Naco, which are major entry and exit points to and from the United States.

**Agency Problem/Attempts to Solve Problem:**

CCSO has instituted a procedure where during peak holiday times and required GOHS deployments, the deputies on normal patrol are instructed to make an extra effort to enforce speed and other traffic laws. This has helped the effort, but these deputies are limited to the times they are not responding to normal calls for service. CCSO has also attempted to use normal patrol deputies for selected enforcement efforts in school zones and areas of high speeding complaints and crashes. These extra patrols are limited to times when deputies are not answering normal calls for service. CCSO also participates in ports-of-entry details. These are more manpower intensive, unfortunately CCSO does not have luxury of taking deputies off the street to participate in these details. The overtime funding has been the major source of revenue funding this continued effort. Due to the lack of manpower and limited overtime funds, directed activities to impact these violations have been a problem.

**Agency Funding:**

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

**How Agency Will Solve Problem With Funding:**

CCSO will conduct 12 Selective Enforcement details with two deputies per detail by September 30, 2017. The goal of this detail will be to increase total citations for speed and other traffic related offenses by 10% from the 2014 total of 2,810 to 3,091. CCSO will participate in the mandated 16 GOHS deployments throughout the year. CCSO will participate in and conduct six port-of-entry details, three each in Douglas and Naco by September 30, 2017.

**GOALS/OBJECTIVES:**

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

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

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

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

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

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Duc Date</b>
<b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2016)</b>	<b>January 30, 2017</b>
<b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2017)</b>	<b>April 20, 2017</b>
<b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2017)</b>	<b>July 20, 2017</b>
<b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2017)</b>	<b>October 15, 2017</b>
<b>Final Statement of Accomplishments</b>	<b>October 15, 2017</b>

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

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

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

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

**Curtis Wilkins, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.**

**Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROJECT MONITORING:**

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

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

Project monitoring serves as a management tool for:

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

**Types of Monitoring**

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

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

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

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

### **Documentation**

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

### **PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$7,200.00
II.	Employee Related Expenses (ERE)	\$2,880.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$10,080.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$10,080.00.

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

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

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

**IX. Copyrights and Patents**

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

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

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

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

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

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

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

**XI. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
  1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

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

**XXI. Cancellation Statute**

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

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

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

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

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

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: SHELLEY RITENOUR  
Title: ADMINISTRATIVE ASSISTANT  
Telephone Number: 520.432.9527 Fax Number: 520.432.3517  
E-mail Address: SRITENOUR@COCHISE.AZ.GOV

**2. Agency's Fiscal Contact:**

Name: RET ANNE SERVA  
Title: ADMINISTRATIVE MANAGER  
Telephone Number: 520.432.9515 Fax Number: 520.432.3517  
E-mail Address: RSERVA@COCHISE.AZ.GOV  
Federal Identification Number: 86.6000398

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:  
COCHISE COUNTY SHERIFFS OFFICE

Warrant/Check to be mailed to:  
COCHISE COUNTY SHERIFFS OFFICE

(Agency)  
205 N. JUDD DRIVE

(Address)  
BISBEE, AZ 85603

(City, State, Zip Code)

**4. DUNS Number:**

179281282  
(DUNS #)

1415 MELODY LANE. BISBEE 85603  
(Registered Address & Zip Code)

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

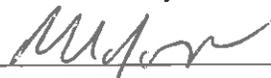
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

**Signature of Project Director:**

**Signature of Authorized Official of  
Governmental Unit:**

Mark Dannels, Sheriff  
Cochise County Sheriff's Office

Patrick Call, Chairman  
Cochise County

  
\_\_\_\_\_

\_\_\_\_\_

10/04/16      520-432-9505  
Date                      Telephone

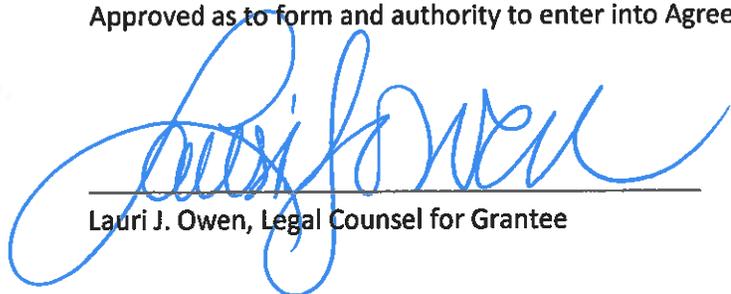
\_\_\_\_\_  
Date                      Telephone

GOHS Highway  
Safety Contract

Cochise County Sheriff's Office

2017-PT-069

Approved as to form and authority to enter into Agreement:



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Lauri J. Owen, Legal Counsel for Grantee



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Date



# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

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## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016  
DUI/Impaired Driving and Youth Alcohol Enforcement

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

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

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

**NAME of PRESENTER:** Mark Genz

**TITLE of PRESENTER:** Commander

**Mandated Function?:** Not Mandated

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

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

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**Information**

**Agenda Item Text:**

Approve contract 2017-II-005 between Cochise County and the Governor's Office of Highway Safety in the amount of \$34,920 for overtime and employee related expense funds for the DUI/Impaired Driving and Youth Alcohol Enforcement Program effective October 1, 2016 to September 30, 2017.

**Background:**

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

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

Continue to conduct enforcement and educational and community activities to combat impaired and distracted driving as well as youth alcohol enforcement throughout the county.

**Impact of NOT Approving/Alternatives:**

Funding to conduct these types of enforcement and educational activities will not be available or will have to come out of the general fund.

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

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

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

**1:**

**Fund Transfers**

**Attachments**

DUI/Impaired Driving

Grant Approval DUI Grant

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HIGHWAY SAFETY CONTRACT

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

CFDA 20.616

1.	<b>APPLICANT AGENCY</b> Cochise County Sheriff's Office	<b>GOHS CONTRACT NUMBER:</b> 2017-II-005
	<b>ADDRESS</b> 205 North Judd Drive, Bisbee, AZ 85603	<b>PROGRAM AREA:</b> 405d
2.	<b>GOVERNMENTAL UNIT</b> Cochise County	<b>AGENCY CONTACT:</b> Curtis Wilkins
	<b>ADDRESS</b> 205 North Judd Drive, Bisbee, AZ 85603	<b>3. PROJECT TITLE:</b> DUI/Impaired Driving and Youth Alcohol Enforcement
4.	<b>GUIDELINES:</b> 405d	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving and Youth Alcohol Enforcement throughout Cochise County.

6.	BUDGET COST CATEGORY	Project Period FFY 2017
I.	Personnel Services	\$24,943.00
II.	Employee Related Expenses	\$9,977.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$34,920.00</b>

**PROJECT PERIOD** FROM: Effective Date  
(Date of GOHS Director Signature) TO: 09-30-2017

**CURRENT GRANT PERIOD** FROM: 10-01-2016 TO: 09-30-2017

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$45,000.00**

**A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.**

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

Cochise County is located in the southeastern corner of Arizona. It is bordered to the east by New Mexico and to the south by Mexico. The Cochise County Sheriff's Office (CCSO) is responsible for all unincorporated areas within the county. Incorporated areas having their own law enforcement agencies include Sierra Vista, Willcox, Tombstone, Douglas, Bisbee, and Benson. Cochise County maintains 1,441 miles of roads; 576 miles of these roads being paved and 856 miles being unimproved. Interstate 10 runs along the northern edge of Cochise County throughout the entire county from east to west. Additionally, Interstate 10 is fed by State Highways 90, 92, 181, 186, 191, 80 and 82. These highways add an additional 465 miles of roadway. These are highly traveled roadways as Interstate 10 is the main thoroughfare for travel east and west through Arizona. As Cochise County borders with Mexico, there are two ports of entry located within the county. The ports-of-entry include Douglas and Naco, which are major entry and exit points to and from the United States.

**Agency Problem/Attempts to Solve Problem:**

Impaired and distracted driving and youth alcohol violations continue to be a problem within the county. Due to the lack of manpower and limited overtime funds, directed activities to impact these violations have been a problem. Within the county, 18% of the businesses targeted sell to underage buyers. Due to the geographical location of Cochise County, minors going to Mexico and consuming alcoholic beverages continues to be a problem. Douglas, and Naco are the ports-of-entry into Mexico and historically, underage people venture to the cities of Agua Prieta, Sonora, and Naco, to consume alcohol illegally. More efforts will be required to attempt to curb this problem.

**Agency Funding:**

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

**How Agency Will Solve Problem With Funding:**

CCSO will participate in the mandated 16 GOHS deployments throughout the year. CCSO will increase the total DUI offenses by 10% from 127 to 140 by September 30, 2017. For youth alcohol enforcement, CCSO will participate in and conduct two Covert Underage Buyer (CUB) details by September 30, 2017. CCSO will conduct CUB details in conjunction with assistance from Arizona State Liquor Enforcement and participating agencies within the Southeastern Arizona DUI Task Force. CCSO will participate in and conduct six port-of-entry details, three each in Douglas and Naco by September 30, 2017. CCSO will continue to conduct DUI details in conjunction with the Southeastern Arizona DUI Task Force. CCSO will provide aggressive enforcement of impaired driving laws. CCSO will continue to place an emphasis on its enforcement efforts. CCSO will provide education to youth in the greater Cochise County area through community events, school settings, and other opportunities as they arise. CCSO will conduct training on bar checks for patrol deputies to better enforce state liquor laws and underage consumption.

**GOALS/OBJECTIVES:**

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

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

**MEDIA RELEASE:**

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

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

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

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

**METHOD OF PROCEDURE:**

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

Personnel Services - To support Overtime for DUI/Impaired Driving and Youth Alcohol Enforcement

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

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

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

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

**PURSUIT POLICY:**

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

**METHOD OF PROCUREMENT:**

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

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

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

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

**State Contract:**

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

**PROJECT EVALUATION:**

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

**Quarterly Report**

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

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 <sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2 <sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3 <sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4 <sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

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

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

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

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

**Curtis Wilkins, Lieutenant, Cochise County Sheriff's Office, shall serve as Project Administrator.**

**Rhonda Melancon, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

REPORT OF COSTS INCURRED (RCI):

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

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### PROJECT MONITORING:

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

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

Project monitoring serves as a management tool for:

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

### Types of Monitoring

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

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

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

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

### **Documentation**

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

### **PROJECT PERIOD:**

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

**DURATION:**

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

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

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

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

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$24,943.00
II.	Employee Related Expenses (ERE)	\$9,977.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>*\$34,920.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Cochise County Sheriff's Office shall absorb any and all expenditures in excess of \$34,920.00.

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

**Reporting Period**

<b>DESCRIPTION</b>	<b>CONTRACT ACTIVITY</b>	<b>AGENCY ACTIVITY</b>
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
<b>TOTAL DUI ARRESTS</b>		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

**CERTIFICATIONS AND AGREEMENTS**

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

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

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

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

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

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

**I. Project Monitoring, Reports, and Inspections**

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

**II. Reimbursement of Eligible Expenses**

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

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

### **III. Property Agreement**

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

### **IV. Travel**

#### In-State and Out-of-State Travel

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

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

### **V. Standard of Performance**

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

### **VI. Hold Harmless Agreement**

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

**VII. Non-Assignment and Sub-Contracts**

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

**VIII. Work Products and Title to Commodities and Equipment**

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

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

**IX. Copyrights and Patents**

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

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

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

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

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

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

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

**XI. Non-Discrimination**

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
  1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

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

**XIII. Application of Hatch Act**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

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

**XVI. Inspection and Audit, ARS §35-214**

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

**XVII. Appropriation of Funds by U.S. Congress**

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

**XVIII. Continuation of Highway Safety Program**

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

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

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

**XXI. Cancellation Statute**

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

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

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

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

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

**Certificate of Compliance**

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

**Certification of Non-Duplication of Grant Funds Expenditure**

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

**Single Audit Act**

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

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Certification Regarding Debarment and Suspension**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**REIMBURSEMENT INSTRUCTIONS**

**1. Agency Official preparing the Report of Costs Incurred:**

Name: SHELLEY RITENOUR  
Title: ADMINISTRATIVE ASSISTANT  
Telephone Number: 520.432.9527 Fax Number: 520.432.3517  
E-mail Address: SRITENOUR@COCHISE.AZ.GOV

**2. Agency's Fiscal Contact:**

Name: REA ANNE SERVIA  
Title: ADMINISTRATIVE MANAGER  
Telephone Number: 520.432.9515 Fax Number: 520.432.3517  
E-mail Address: RSERVIA@COCHISE.AZ.GOV  
Federal Identification Number: 86-6000398

**3. REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:  
COCHISE COUNTY SHERIFF'S OFFICE

Warrant/Check to be mailed to:  
COCHISE COUNTY SHERIFF'S OFFICE

(Agency)

205 N. JUDD DRIVE

(Address)

BISBEE, ARIZONA 85603

(City, State, Zip Code)

**4. DUNS Number:**

179281282

(DUNS #)

COCHISE COUNTY 1415 MELODY LANE BISBEE 85603

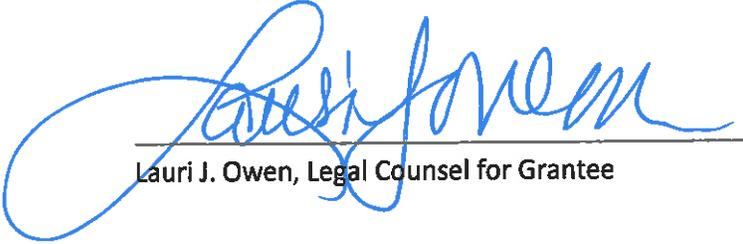
(Registered Address & Zip Code)

GOHS Highway  
Safety Contract

Cochise County Sheriff's Office

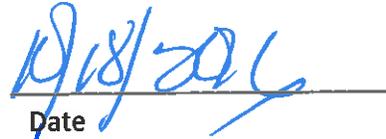
2017-II-005

Approved as to form and authority to enter into Agreement:



\_\_\_\_\_

Lauri J. Owen, Legal Counsel for Grantee



\_\_\_\_\_

Date





# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

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:** 11/15/2016  
Public Health Emergency Preparedness Program  
**Submitted By:** Briggita Hodges, Health & Social Services  
**Department:** Health & Social Services  
**Presentation:** No A/V Presentation  
**Document Signatures:** BOS Signature Required

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

**NAME of PRESENTER:** Elizabeth Lueck  
**Mandated Function?:** Not Mandated

**TITLE of PRESENTER:** PHEP Director  
**Source of Mandate or Basis for Support?:**

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

**Information**

**Agenda Item Text:**

Approve the Arizona Department of Health Services IGA contract # ADHS17-133164 Amendment #1 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$103,980 effective July 1, 2016 and ending June 30, 2017.

**Background:**

This consolidated amendment reflects remaining FY16 budget from Ebola and PHEPP funds (\$39,240), plus new one-time funding for Zika preparedness and response (\$64,740). This agreement will expire on June 30, 2017.

The remaining FY16 Ebola and PHEPP budget will be billed upon execution of this amendment. The Zika funding will be utilized to enhance environmental surveillance and epidemiological investigations and to educate and prepare for the eventuality of Zika becoming locally transmitted in our County. The funds would also allow us to increase outreach to the public and our healthcare partners.

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

Your approval is respectfully requested.

**Impact of NOT Approving/Alternatives:**

The PHEP program will not be able to collect the remainder of FY16 funds or mount a Zika response for Cochise County.

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

n/a

**Budget Information**

*Information about available funds*

**Budgeted:**  **Funds Available:**  **Amount Available:** \$103,980.00  
**Unbudgeted:**  **Funds NOT Available:**  **Amendment:**

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

1: 222

**Fund Transfers**

**Fiscal Year:** 2017

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

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

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

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** \$15,313.00

**Source of Funding?:**

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

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead @49.06%	A-87 OH	Net Co. Subsidy

PHEP/ Ebola/ Zika	ADHS 17-133164 Amendment #1	\$103,980.00	\$31,212	\$0	\$15,313	<b>\$15,313</b>
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**Attachments**

Executive Summary

Grant Approval Form

IGA

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Executive Summary Form

**Agenda Number: HLT-- 3168**

**Recommendation:**

Approve the Arizona Department of Health Services IGA contract # ADHS17-133164 Amendment #1 for the Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$103,980 effective July 1, 2016 and ending June 30, 2017 (new funds total \$64,740).

**Background:**

This consolidated amendment reflects remaining FY16 budget from Ebola and PHEPP funds (\$39,240), plus new one-time funding for Zika preparedness and response (\$64,740). This agreement will expire on June 30, 2017.

The remaining FY16 Ebola and PHEPP budget will be billed upon execution of this amendment. The Zika funding will be utilized to enhance environmental surveillance and epidemiological investigations and to educate and prepare for the eventuality of Zika becoming locally transmitted in our County. The funds would also allow us to increase outreach to the public and our healthcare partners.

**Fiscal Impact & Funding Sources:**

Grant Title	Contract #	Amount	Salaries + ERE's	Authorized Overhead	A-87 OH @49.06%	Net Co. Subsidy
PHEP/ Ebola/ Zika	ADHS 17- 133164 Amendment #1	\$103,980.00	\$31,212	\$0	\$15,313	\$15,313

**Next Steps/Action Items/Follow-up:**

Your approval is respectfully requested.

**Impact of Not Approving:**

The PHEP program will not be able to collect the remainder of FY16 funds or mount a Zika response for Cochise County.

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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





## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

### Attachment A Scope of Services Emergency Preparedness Program July 1, 2016 to June 30, 2017

#### 1. BACKGROUND

As of April 11, 2016, local vector-borne transmission of Zika virus was identified in more than 40 countries and U.S. territories in the Americas, including Puerto Rico, U.S. Virgin Islands, Marshall Islands, and American Samoa. To date, Zika has spread by mosquitoes in the continental United States has only been documented in Florida, but travel-associated cases are being reported nationwide. CDC continues to evaluate cases of Zika transmission in the United States and U.S. territories and has developed response plans to reduce the spread of ZVD associated with *Aedes aegypti* and *Aedes albopictus* mosquitoes and minimize maternal-fetal transmission of Zika virus. As the recipient of Zika supplemental funding (Sub-awardee) from the Arizona Department of Health Services (ADHS), your organization is required to adhere to Federal and State grant requirements.

#### 2. DELIVERABLES

##### 2.1. Budget Allocation

- 2.1.1. Complete the budget tool and work plan attached and return to ADHS for review and approval no later than July 31st, 2016. ADHS will not release funding until the work plan and budget tool have been approved.
- 2.1.2. All activities and procurements funded through this grant shall be aligned with your budget tool and activities that are not specifically identified within the budget tool must be approved by ADHS before the funds are utilized on those activities/items.
- 2.1.3. Applicable Office of Management and Budget (OMB) Circulars and Cost Principles must be followed when developing the budget and throughout the period of performance.

##### 2.2. Grant Activity Oversight

- 2.2.1. Your organization's PHEP Coordinator will be the main point of contact for ADHS in regards to this grant. This individual will work closely with ADHS to ensure all deliverables and requirements are met, and will also direct all activities surrounding any onsite monitoring visits.

##### 2.3. Performance

- 2.3.1. Failure to meet the deliverables and performance measures described in the Scope of Work may result in a reimbursement of funds to ADHS by the sub-awardee.
- 2.3.2. At the end of the performance period, July 30, 2018, any unexpended funds that have been awarded to sub-awardees for approved activities are subject to be returned to ADHS.

#### 3. ACTIVITIES

##### 3.1. Specific Activities Relating to this Zika Grant

- 3.1.1. Activity 1: Community Preparedness Strengthen Public Health Incident Management and Emergency Operations Coordination.



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

### ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

#### 3.1.1.1. Sub-Awardee Output Requirements:

3.1.1.1.1. The Sub-awardee shall collaborate with state and local partners to evaluate and clarify elements from the state Arboviral Response Plan;

3.1.1.1.2. If one or more locally-acquired Zika case(s) if identified, develop a Zika specific AAR/IP that addresses the Sub-awardee's respective jurisdiction's actions; and

3.1.1.1.3. Development of comprehensive Arbovirus readiness, response and/or recovery plans.

#### 3.1.2. Activity 2: Public Health Surveillance And Epidemiological Investigation

##### 3.1.2.1. Sub-Awardee Output Requirements:

3.1.2.1.1. Create and/or update surveillance and investigation protocols to include Zika and other emerging/exotic disease monitoring and surveillance that will be reviewed with ADHS;

3.1.2.1.2. Identify personnel who are capable of conducting health surveillance and epidemiological investigations for Zika and other emerging/exotic diseases; and

3.1.2.1.3. Attend ADHS sponsored "How To" trainings and an Infectious Disease Training and Exercise that addresses epidemiology, disease surveillance, investigation and control measures and emerging public health issues.

#### 3.1.3. Activity 6A: Emergency Public Information And Warning/Information Sharing

##### 3.1.3.1. Sub-Awardee Output Requirements:

3.1.3.1.1. Participate in the development of Zika messaging; e.g. talking points and message maps; and

3.1.3.1.2. Participate in ADHS offered spokesperson training to address public and media inquiries related to Zika cases.

#### 3.1.4. Activity 6B: Emergency Public Information And Warning/Information Sharing (Webeoc)

##### 3.1.4.1. Sub-Awardee Output Requirements:

3.1.4.1.1. Utilize mobile technology (e.g. AZ Infectious Disease Resource mobile app) allowing access to disease information and the ability to receive alert messaging on hand held devices.

#### 3.1.5. Activity 7: Medical Surge

##### 3.1.5.1. Sub-Awardee Output Requirements:

3.1.5.1.1. Contribute to the collaboration among hospital, ambulatory facilities, county and tribal public health, schools, public safety agencies, non-profit organizations, community based special events and the community at large to respond to infectious disease threats;



## INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

### ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

- 3.1.5.1.2. Align and/or supplement the statewide Zika communication plan/campaign developed by ADHS to increase messaging effectiveness; and
- 3.1.5.1.3. Implement a process to utilize the ADHS messaging map for collaboration and coordination of responses to ensure the health and safety of Arizona residents in the event of an infectious disease threat of public significance.

#### 4. NOTICES, CORRESPONDENCE, AND REPORTS

- 4.1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services  
Public Health Emergency Preparedness  
Bureau Chief  
150 N 18<sup>th</sup> Avenue Ste.150  
Phoenix, AZ 85007

- 4.2. Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Cochise County Health Department  
1415 W. Melody Lane Building A  
Bisbee, AZ 85603  
Attn: Elizabeth Lueck  
Phone: 520-432-9437  
elueck@cochise.az.gov

- 4.3. Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

## ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

### Attachment B Scope of Services Epidemiology and Disease Control - Zika Counties August 1, 2016 to July 31, 2017

#### 1. BACKGROUND

- 1.1. With the increase of emerging infectious diseases such as Zika, local public health partners should maintain the capacity for surveillance, investigation and control of infectious diseases and public health incidents.
- 1.2. The first section of this document will outline the requirements set forth by Center for Disease Control (CDC) and ADHS that all County partners will need to address to ensure they are met during the reporting period. Progress on these requirements will be measured throughout the year through frequent communication and mid-year reporting.
- 1.3. Electronic exchange of personal health information should meet applicable patient privacy-related laws and standards, including state or territorial laws. These include the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and standards from the National Institute of Standards and Technology and the Office of the National Coordinator for Health Information Technology of the U.S. Department of Health and Human Services.

#### 2. REQUIREMENTS

- 2.1. As a recipient of Epidemiology and Laboratory Capacity (ELC) Zika funds from the Arizona Department of Health Services (ADHS), you are required to adhere to Federal and State grant requirements. Below you will find a list of the program requirements for the funding.
  - 2.1.1. County shall investigate 100% of suspected cases of Zika and provide public health actions.
    - 2.1.1.1. Public health actions could include, but are not limited to:
      - 2.1.1.1.1. Vector control strategies as new cases are identified;
      - 2.1.1.1.2. Education about mosquito abatement;
      - 2.1.1.1.3. Education about mosquito bite prevention;
      - 2.1.1.1.4. Education about sexual transmission;
  - 2.1.2. County shall create a Zika protocol within 90 days of receiving funds and share on the Health Services Portal (HSP) with ADHS.
    - 2.1.2.1. Zika protocol must include:
      - 2.1.2.1.1. Public health investigation: case investigation processes, contact lists, etc.
      - 2.1.2.1.2. Case Follow-Up: follow up of women and infants in the pregnancy or birth defects registries
      - 2.1.2.1.3. Communication: messaging templates, educational materials, etc.
      - 2.1.2.1.4. Vector Control: processes and thresholds for mosquito surveillance, environmental assessment, mosquito control, etc.



# INTERGOVERNMENTAL AGREEMENT(IGA) AMENDMENT

## ARIZONA DEPARTMENT OF HEALTH SERVICES

150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

2.1.2.1.5. Laboratory: specimen collection, transport to ASPHL, etc.

2.1.2.2. Acceptable uses of funding include, but are not limited to:

2.1.2.2.1. Hiring staff or contractors to support the activities of the jurisdiction's Zika protocol

2.1.2.2.2. Developing, printing and/or disseminating educational materials for providers or the public

2.1.2.2.3. Ordering equipment for mosquito trapping or control. (ADHS has received funding to provide mosquito trapping equipment to local health departments and to develop an educational media campaign).

2.1.3. At the end of the performance period, July 30, 2018, any unexpended funds that have been awarded to sub-awardees for approved activities are subject to be returned to ADHS.

### 3. REPORTING DELIVERABLES

3.1. The Contractor shall:

3.1.1. Deliverables and activities funded through the ELC Zika funds must be reported in a timely manner to ensure ADHS has adequate time to compile the information and submit to CDC.

3.1.2. Zika Interim Report. ADHS will send out the Report template in advance of the Due Date. DUE DATE: April 1<sup>st</sup>, 2017.

### 4. NOTICES, CORRESPONDENCE, AND REPORTS

4.1. Notices, Correspondence and Program Reports from the Contractor to ADHS shall be sent to:  
Bureau of Epidemiology and Disease Control  
Infectious Disease Epidemiology Program Manager  
150 N 18<sup>th</sup> Avenue Ste.140  
Phoenix, AZ 85007

CER Invoices shall be sent to:  
Bureau of Epidemiology and Disease Control  
Infectious Disease Epidemiology Program Manager  
150 N 18<sup>th</sup> Avenue Ste.140  
Phoenix, AZ 85007

4.2. Notices, Correspondence and Reports from the ADHS to the Contractor shall be sent to:

Cochise County Health Department  
1415 W. Melody Lane Building A  
Bisbee, AZ 85603  
Attn: Elizabeth Lueck  
Phone: 520-432-9437  
elueck@cochise.az.gov

4.3. Payments from ADHS to the Contractor shall be sent to the "Remit To" Address listed on the Contractor's ProcureAZ vendor profile.



**INTERGOVERNMENTAL AGREEMENT(IGA)  
AMENDMENT**

**ARIZONA DEPARTMENT OF  
HEALTH SERVICES**  
150 North 18<sup>th</sup> Avenue, Suite 280  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 Fax

Agreement No: **ADHS17-133164**

Amendment No: **1**

Procurement Officer:  
**Russell Coplen**

**PRICE SHEET**

**PHEP Zika Funding**

July 1, 2016 through June 30, 2017

**Fixed Price**

Description	Quantity	Unit Rate	Total Cost
Attachment A Deliverables and Activities per the Scope of Work	1	\$22,000.00	\$22,000.00

**EDC Zika Funding**

August 1, 2016 through July 31, 2017

**Fixed Price**

Description	Quantity	Unit Rate	Total Cost
Attachment B Deliverables and Activities per the Scope of Work	1	\$42,740.00	\$42,740.00

**CARRYOVER PHEP Ebola Funding**

July 1, 2016 through June 30, 2017

**Cost Reimbursement**

Description	Quantity	Unit Rate	Total Cost
Deliverables and Activities per the Scope of Work Contract ADHS12-007885, Amendment 8	1	\$3,556.05	\$3,556.05

**CARRYOVER PHEP BP4 Funding**

July 1, 2016 through June 30, 2017

**Cost Reimbursement**

Description	Quantity	Unit Rate	Total Cost
Deliverables and Activities per the Scope of Work Contract ADHS12-007885, Amendment 8	1	\$35,683.95	\$35,683.95

<b>TOTAL</b>	<b>\$103,980.00</b>
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**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016  
Contract Award for Indigent Defense Contract Services

**Submitted By:** Terry Hudson, Procurement  
**Department:** Procurement

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

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

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

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve contract awards to Scott W. Schlievert and Tiffany Ann Fina, Esq. for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for the period of November 15, 2016 through June 30, 2016.

**Background:**

RFQ No. 14-03-IDC-01 was released on July 1, 2015 as an open ended solicitation to supplement the current qualified list of attorneys utilized for felony, dependency, severance, delinquency and misdemeanor cases. The intent of the RFQ is to evaluate submittals as they are received to make a determination if the submittal meets the minimum qualifications and is determined to be successful by the evaluation panel to be added to the existing qualified attorney list. The evaluation panel independently evaluated the submittals and unanimously agreed to award contracts for Dependency and Severance cases.

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

Execute contracts, assign cases on a rotation basis and monitor attorney's performance.

**Impact of NOT Approving/Alternatives:**

Attorneys will not be added to the qualified list.

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

Copies of the contracts will be hand carried to the Clerk of the Board.

**Budget Information**

*Information about available funds*

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

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

1:

**Fund Transfers**

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

IDC has budgeted for this expenditure in the FY 16/17 budgeted fund lines, 100-1310-9-432.320 Adult Defense and 100-1310-9-432.310 Juvenile Defense.

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**Attachments**

*No file(s) attached.*

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**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

New Liquor License Morning Star Cafe, LLC. Series Restaurant 12

**Submitted By:** Rebecca Reynolds, Board of Supervisors

**Department:** Board of Supervisors

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

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

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

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

**Docket Number (If applicable):**

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**Information**

**Agenda Item Text:**

Approve a new liquor license application for a series #12 restaurant license submitted by Ms. Brenda M. Pratt for Morning Star Cafe, LLC, located at 10428 E. Highway 92, Hereford, AZ 85615

**Background:**

Ms. Brenda M. Pratt has applied for a series #12 restaurant liquor license for Morning Star Cafe, LLC, located at 10428 E. Highway 92, Hereford, AZ 85615. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application and the AZ Department of Liquor has verified by a site visit that the restaurant is exempt under ARS-4-207 Subsection C.1 to the 300 foot radius measurement. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

Ms. Pratt 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.

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**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

[Application](#)

[Department Forms](#)

[Affidavit of Posting](#)

[Notice of Posting Sign](#)

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

16 AUG 30 Liq. Dept AM1132

Rec'd 9.30.16  
 10:01 am

Application for Liquor License  
 Type or Print with Black Ink

Parcel #  
 104-67-001

**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)

15 SEP 27 Liq. Lic. AM10:35

**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)  
 (Complete Section 2, 3, 4, 11, 13, 14, 16)
- Probate/ Will Assignment/ Divorce Decree  
 (Complete Sections 2, 3, 4, 9, 13, 14, 16)  
 (Fee not required)
- 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) \_\_\_\_\_

**SECTION 3** Type of license

1. Type of License: Restaurant 12 LICENSE # 12023195

**SECTION 4** Applicants

1. Individual Owner/Agent's Name: Pratt Brenda M. 11076955  
Last First Middle
2. Owner Name: The Morning Star Cafe LLC 81057451  
(Ownership name for type of ownership checked on section 2)
3. Business Name: The Morning Star Cafe  
(Exactly as it appears on the exterior of premises)
4. Business Location Address: 10428 E-Hwy 92 Hereford Az 85615 Cochise  
(Do not use PO Box) Street City State Zip Code County 81057451
5. Mailing Address: 10428-B E-Hwy 92 Hereford Az 85615  
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 520-366-5666 Daytime Contact Phone: 520-366-5584
7. Email Address: morningstarpratt@hotmail.com

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 Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ \_\_\_\_\_

Fees: <u>\$ 100.00</u>	<u>_____</u>	Department Use Only <u>\$ 50.00</u>	<u>\$ 66.00</u>	<u>\$ 216.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Accepted by: <u>DW</u>	Date: <u>9/27/16</u>	License # <u>12023195</u>		

**SECTION 5 Interim Permit**

116 SEP 27 Lic. Lic. #M1036

- 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: \_\_\_\_\_

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, _____ (Print Full Name)	declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____ County of _____ <small>The foregoing instrument was acknowledged before me this _____</small>
My commission expires on: _____ <small>Date</small>	_____ of _____ / _____ <small>Day Month Year</small>
_____ 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-Partner	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**

16 SEP 27 11:49. LLC AM10:35

**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: The Morning Star Cafe LLC  
 2. Date Incorporated/Organized: 5-17-16 State where Incorporated/Organized: AZ  
 3. AZ Corporation or AZ LLC File No: 220927328 Date authorized to do Business in AZ: 6-10-16  
 4. Is Corp/L.L.C. Non Profit?  Yes  No  
 5. List Directors, Officers, Members in Corporation/LLC:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Pratt	John	Matthew	Manager	10428-B E Hwy 92	Hereford, Az	85615	
Pratt	Brenda	M	Manager	10428-B E Hwy 92	Hereford, Az	85615	
Bingham	Gena	M.	Member	10428 E Hwy 92	Hereford, Az	85615	

(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
Pratt	John	Matthew	40%	10428-B E Hwy 92	Hereford, Az	85615	
Pratt	Brenda	M	40%	10428-B E Hwy 92	Hereford, Az	85615	
Bingham	Gena	M	20%	10428 E Hwy 92	Hereford, Az	85615	

(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)**

216 SEP 27 Lic. Lic. AM10:36

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.

**NOTARY**

X \_\_\_\_\_  
(Signature of CURRENT Individual Owner/Agent)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_

My commission expires on: \_\_\_\_\_  
Date

\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Signature of NOTARY PUBLIC

**SECTION 13 Proximity to Church or School**  
**Questions to be completed by all in-state applicants.**

\*16 SEP 27 147. Lic. #M1036

**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) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18
- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207(B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: \_\_\_\_\_ Name of School: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_

2. Distance to nearest Church: \_\_\_\_\_ Name of Church: \_\_\_\_\_  
(If less than one (1) mile note footage) Address: \_\_\_\_\_

**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)?  
This is a Cafe/restaurant serving Breakfast, Lunch + Dinner

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 #: \_\_\_\_\_ Individual Owner /Agent Name: \_\_\_\_\_  
(Exactly as it appears on license)

**SECTION 15 Restaurant or hotel/motel license applicants**

16 SEP 27 11:47 AM Lic. RM1036

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.

Brenda M. Pratt  
 (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.

B.M.P.  
 (Applicant's Initials)

**SECTION 16 Diagram of Premises**

Check ALL boxes that apply to your business:

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Walk-up windows            | <input type="checkbox"/> Drive-through windows           | <input type="checkbox"/> 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.
5. 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.

B.M.P.  
 (Applicant's Initials)

**SECTION 16 Diagram of Premises - continued**

16 SEP 27 Liq. Lic. #11035

4. 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**

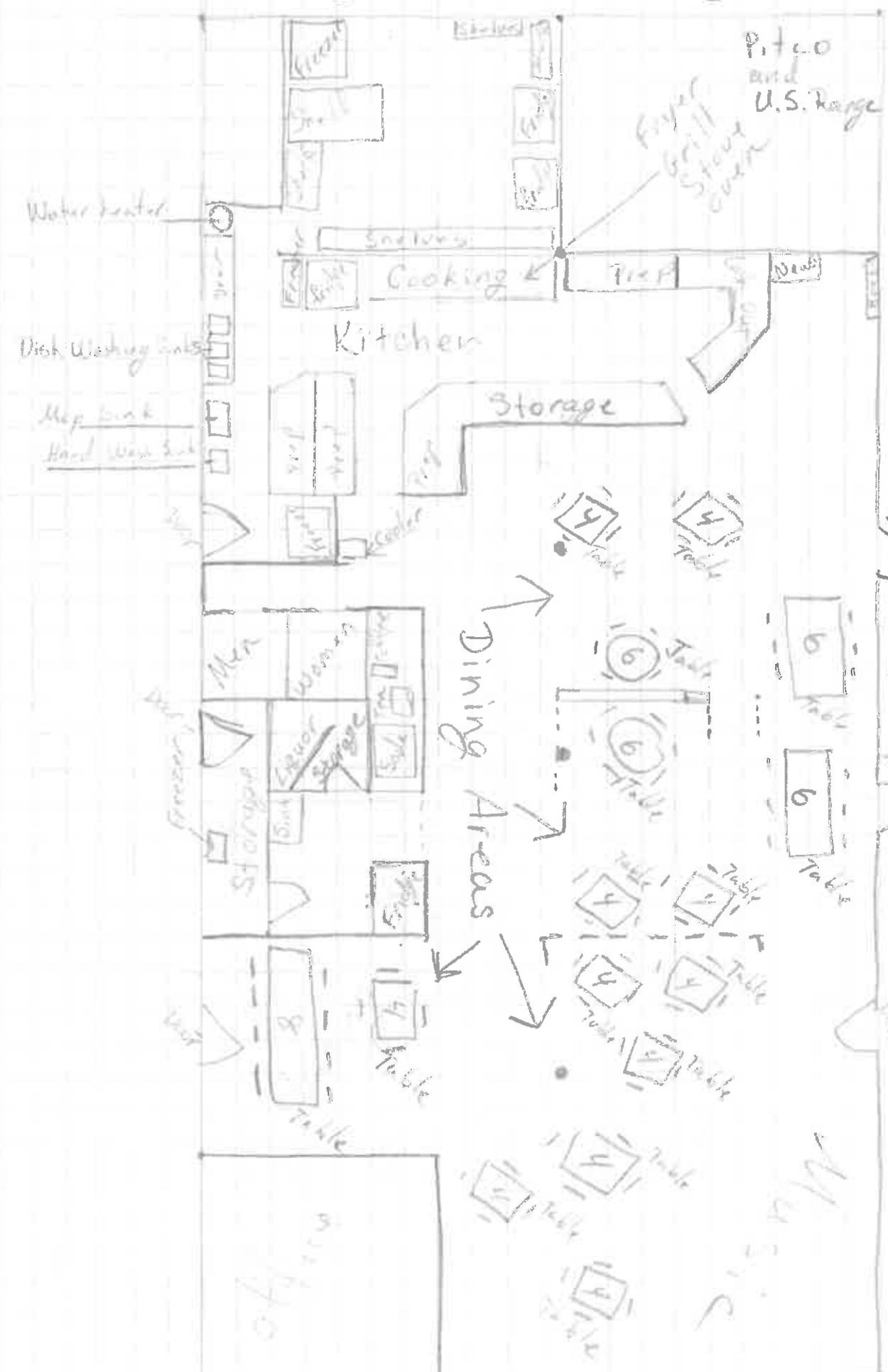
Diagram Attached

2 Feet  
2 Feet

1516 Total Sq. Ft.

NORTH

16 SEP 21 11:00 AM U.S. AIR FORCE



NOTARY

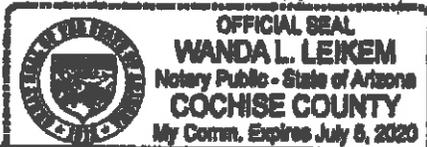
I, (Print Full Name) Brenda M. Pratt, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1, I have read this application and verify all statements to be true, correct and complete.

X Brenda M. Pratt  
(Signature of Current Individual Owner/Agent)

State of Arizona County of Cochise  
The foregoing instrument was acknowledged before me this

My commission expires on: 7/5/2020  
Date

9 of August, 2016  
Day Month Year



[Signature]  
Signature of NOTARY PUBLIC

**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: Brenda M. Pratt Address: 10428 E. Highway 92  
Business Name: Morning Star Café, LLC. City/Zip: Hereford/83515  
Liquor License #: 12023195 Parcel #: 104-67-001  
Ownership Type: LLC Liquor License  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: 10/18/2016  
Contact phone: 520-432-9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 10/18/16

# 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: Brenda M. Pratt Address: 10428 E. Highway 92  
Business Name: Morning Star Café, LLC City/Zip: Hereford/85615  
Liquor License #: 12023195 Parcel #: 104-67-001  
Ownership Type: LLC Liquor License  Special Event Liquor License   
Partner(s): \_\_\_\_\_

## 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: The Business is exempt under ARS-4-207 Subsection C.1 to the 300 foot radius measurement.

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

Proper Zoning? Y  N  Zoning: GB (General Business)  
Use permitted by P&Z? Y  N  Permit#: #910349  
Date Permit Issued: 6/3/1991 Use Permitted: Restaurant  
If use not permitted, is it LNC? Y  N  Year LNC Established: N/A

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

Name: Dora V Flores Title: Zoning Administrator  
Signature: Dora V Flores Date: October 13, 2016  
Contact phone: 520-432-9300 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 10/18/16

## Reynolds, Rebecca

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**From:** Flores, Dora V  
**Sent:** Wednesday, October 19, 2016 9:46 AM  
**To:** Reynolds, Rebecca  
**Subject:** FW: Request for 300' radius map / schedule for posting/removal date - Morning Star Cafe, LLC. - License 12023195

### **Dora V. Flores**

Zoning Administrator  
Cochise County Community Development  
Planning, Zoning and Building Safety Division  
1415 Melody Lane, Bldg. E  
Bisbee, AZ 85603  
520-432-9300 phone  
520-432-9278 fax

### ***Public Programs...Personal Service***

[www.cochise.az.gov](http://www.cochise.az.gov)

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**From:** Arturo Zacarias [mailto:Arturo.Zacarias@azliquor.gov]  
**Sent:** Thursday, October 13, 2016 11:37 PM  
**To:** Flores, Dora V; Cooper, Charles R  
**Cc:** Bruce Fletcher  
**Subject:** Re: Request for 300' radius map / schedule for posting/removal date - Morning Star Cafe, LLC. - License 12023195

Hello Dora....

Chuck and I met earlier today and we were able to discuss the current application. Chuck, my coworker and I, also made contact with the applicant so we could take a look at the premise. Since this location is making application for a series 12 (restaurant) liquor license, they will meet the exception, per:

### **A.R.S. §4-207: Restrictions on licensed premises near school or church buildings: definitions**

- A. A retailer's license shall not be issued for any premises that are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.
- B. Subsection A of this section does not apply to a:
- C.
  - 1. Restaurant issued a license pursuant to section 4-205.02.

2. Special event license issued pursuant to section 4-203.02.
3. Hotel-motel issued a license pursuant to section 4-205.01.
4. Government license issued pursuant to section 4-205.03.
5. Playing area of a golf course issued a license pursuant to this article.
6. A beer and wine license at a not-for-profit performing arts theatre with a permanent seating capacity of at least two hundred fifty persons.

A.R.S 4-205.02 simply defines a restaurant and gives the qualifications which needs to be met, etc.

Please let me know if I can be of any help. My coworker and I plan to be back in the area sometime next week and I would like to come over and meet if possible. Thanks again!

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**From:** Flores, Dora V <DFlores@cochise.az.gov>  
**Sent:** Monday, October 10, 2016 8:27:30 AM  
**To:** Cooper, Charles R; Arturo Zacarias  
**Subject:** RE: Request for 300' radius map / schedule for posting/removal date - Morning Star Cafe, LLC. - License 12023195

Good morning, thank you both.

Arturo, I will be out of the office that day but please feel free to drop into our office any other time you are in the area, as I also would like to have someone I can rely on for issues like this, thanks Dora

**Dora V. Flores**  
Zoning Administrator  
Cochise County Community Development  
Planning, Zoning and Building Safety Division  
1415 Melody Lane, Bldg. E  
Bisbee, AZ 85603  
520-432-9300 phone  
520-432-9278 fax

***Public Programs...Personal Service***  
[www.cochise.az.gov](http://www.cochise.az.gov)

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**From:** Cooper, Charles R  
**Sent:** Monday, October 10, 2016 7:14 AM  
**To:** Arturo Zacarias  
**Cc:** Flores, Dora V  
**Subject:** RE: Request for 300' radius map / schedule for posting/removal date - Morning Star Cafe, LLC. - License 12023195

1 o'clock on 10-13-16 works for me, Thanks

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**From:** Arturo Zacarias [<mailto:Arturo.Zacarias@azliquor.gov>]  
**Sent:** Thursday, October 06, 2016 10:51 PM

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Brenda M. Pratt Address: 10428 E. Highway 92  
Business Name: Morning Star Café, LLC. City/Zip: Hereford/85615  
Liquor License #: 12023195 Parcel #: 104-67-001  
Ownership Type: LLC Liquor License  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 events at the location within 5 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: 10/11/16  
Contact phone: 432-9502 Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 10/18/16

# COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

## APPLICANT INFORMATION

Applicant Name: Brenda M. Pratt Address: 10428 E. Highway 92  
Business Name: Morning Star Café, LLC City/Zip: Hereford/85615  
Liquor License #: 12023195 Parcel #: 104-67-001  
Ownership Type: LLC 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.

xxxx  Yes  No

If not, please attach pertinent documentation.

Comments:

The 2016 tax are the current the first half is not delinquent till after November 1<sup>st</sup> 2016.

Name: Kathleen wilson Title: Tax specialist 1  
Signature: Kathleen wilson Date: 10/12/2016  
Contact phone: 520-432-8404 Email: kwilson@cochise.az.gov

Return completed form with any attachments by: 10/18/16



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: 10/13/16 Date of Posting Removal: 11/2/16

Applicant's Name: Pratt Brenda M  
Last First Middle

Business Address: 10428 E. Highway 92 Hereford 85615  
Street City Zip

License #: 12023195

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 R. Cooper Inspector 520-432-9270  
Print Name of City/County Official Title Phone Number

Chris Cooper 11-2-16  
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.

# NOTICE

## APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Thursday, October 13, 2016

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

Cochise County Board of Supervisors

PLACE 1415 Meloy Lane, Bldg G, Bisbee DATE/TIME Thursday, November 15, 2016

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 580-482-9800

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: **580-482-9780** STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

Over the Counter Sale

**Submitted By:** Rebecca Reynolds, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** Arlethe Rios

**of PRESENTER:**

**TITLE**

Clerk of the Board

**of PRESENTER:**

**Mandated Function?:**

**Source of Mandate**

**or Basis for Support?:**

**Information**

**Agenda Item Text:**

Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

**Background:**

Following Board approval on July 26, 2016 of the May 2016 online land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

Two OTC bids have been received and are reflected on the attached report; in addition, the bidders will pay a \$75 administrative fee each. The bids and associated payments have been received by BOS office staff for the parcels listed on the report totaling \$2,145 (\$1,995 for bids and \$150 administrative fees - 2 bidders).

Acceptance of this bid brings the total YTD sales to \$214,479.53

There are 30 parcels remaining for sale (see attached unsold parcels list).

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

Deposit check and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

**Impact of NOT Approving/Alternatives:**

Properties will not be sold and will not be put back on the County's tax roll.

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

Refer to Dept's Next Steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1:

**Fund Transfers**

**Attachments**

Exhibit A

Exhibit B

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Unit	Total Parcels	Legal Description, Acres, Zoning	Proposed Bid	Minimum Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Grant Price
72	1	Parcel Number: 20512081 Legal Description: ARIZ SUN SITES #7 LOT 6 BLK 751 Parcel Size: 0.89 Acres Zoning: SR-22	\$ 400.00	\$ 750.00	Derek Willard & Cheryl Dineen	Joint Tenancy	2285 N. Evans Road	Huachuca City, AZ 85616	\$ 75.00
72	1	Parcel Number: 20512082 Legal Description: ARIZ SUN SITES #7 LOT 7 BLK 751 Parcel Size: 0.89 Acres Zoning: SR-22	n/a	n/a	Derek Willard & Cheryl Dineen	Joint Tenancy	2285 N. Evans Road	Huachuca City, AZ 85616	n/a
72	1	Parcel Number: 20512083 Legal Description: ARIZ SUN SITES #7 LOT 8 BLK 751 Parcel Size: 0.93 Acres Zoning: SR-22	n/a	n/a	Derek Willard & Cheryl Dineen	Joint Tenancy	2285 N. Evans Road	Huachuca City, AZ 85616	n/a
75	1	Parcel Number: 20607115 Legal Description: ARIZ SUN SITES #6 LOT 28 BLK 656 Parcel Size: 0.83 Acres Zoning: SR-22	\$ 400.00	\$ 600.00	Derek Willard & Cheryl Dineen	Joint Tenancy	2285 N. Evans Road	Huachuca City, AZ 85616	n/a
75	1	Parcel Number: 20607116 Legal Description: ARIZ SUN SITES #6 LOT 29 BLK 656 Parcel Size: 0.83 Acres Zoning: SR-22	n/a	n/a	Derek Willard & Cheryl Dineen	Joint Tenancy	2285 N. Evans Road	Huachuca City, AZ 85616	n/a
174	1	Parcel Number: 40153096 Legal Description: SUN SITES RANCHES #3 LOT 96 BLK 36 Parcel Size: 5.03 Acres Zoning: RU-4	\$ 400.00	\$ 2,000.00	Randy Shields	Single Person	1401 Lakeside Ln	Kingsport, TN 37663	\$ 75.00
234	1	Parcel Number: 40780385 Legal Description: LA COSTA ESTATES LOT 503 Parcel Size: 0.32 Acres Zoning: SR-8	\$ 120.00	\$ 350.00	Randy Shields	Single Person	1401 Lakeside Ln	Kingsport, TN 37663	n/a
235	1	Parcel Number: 40780432 Legal Description: LA COSTA EST LOT 806 Parcel Size: 0.35 Acres Zoning: SR-8 Parcel Number: 40780433 Legal Description: LA COSTA EST LOT 807 Parcel Size: 0.36 Acres Zoning: SR-8	\$ 175.00	\$ 700.00	Randy Shields	Single Person	1401 Lakeside Ln	Kingsport, TN 37663	n/a
235	1	Parcel Number: 40780433 Legal Description: LA COSTA EST LOT 807 Parcel Size: 0.36 Acres Zoning: SR-8	n/a	n/a	Randy Shields	Single Person	1401 Lakeside Ln	Kingsport, TN 37663	n/a
246	1	Parcel Number: 41016158C Legal Description: OVERLOCK LOTS 1 2 & 3 LOTS 19 THRU 24 BLK 30 Parcel Size: 1.47 Acres Zoning: R-9	\$ 500.00	\$ 2,000.00	Randy Shields	Single Person	1401 Lakeside Ln	Kingsport, TN 37663	n/a
	10		<b>Bids</b> \$ 1,995.00	\$ 6,400.00					
			<b>Total</b> \$ 2,145.00						\$150.00

Unit	Parcel	Legal Description.Acres.Zoning	Minimum Bid
4	1	Unit: 4 Parcel Number: 10769001G Legal Description: GOLDEN MEADOWS PT OF LOT 37 BY M&B BEG AT NW COR OF LOT 37 THN E92.2302 S86FT TO POB THN E6FT S37FT W6FT N37FT TO POB Parcel Size: 0.01 Acres Zoning: R-36	\$ 25.00
26	2	Parcel Number: 12206218 Legal Description: ARIZ SUN SITES #3 LOT 2 BLK 406 Parcel Size: 2.07 Acres Zoning: SR-43 Parcel Number: 12206226 Legal Description: ARIZ SUN SITES #3 LOT 10 BLK 406 Parcel Size: 2 Acres Zoning: SR-43	\$800.00
32	1	Unit: 32 Parcel Number: 20107234 Legal Description: WINCHESTER HGTS LOT 234 Parcel Size: 0.55 Acres Zoning: R-36	\$ 1,000.00

36	6	Unit: 36 Multi-Parcel Unit Parcel Number: 20309469 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5134 Parcel Size: 0.36 Acres Zoning: SR-8 Parcel Number: 20309470 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5135 Parcel Size: 0.39 Acres Zoning: SR-8 Parcel Number: 20309471 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5136 Parcel Size: 0.39 Acres Zoning: SR-8 Parcel Number: 20309472 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5137 Parcel Size: 0.25 Acres Zoning: SR-8 Parcel Number: 20309473 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5138 Parcel Size: 0.25 Acres Zoning: SR-8 Parcel Number: 20309474 Legal Description: TWIN LAKES COUNTRY CLUB #9 LOT 5139 Parcel Size: 0.25 Acres Zoning: SR-8	\$ 1,500.00
37	1	Unit: 37 Parcel Number: 20328095 Legal Description: WILLCOX NLY 10' OF LOT 12 & SLY 30' OF LOT 13 BLK 13 BY M&B BEG AT S29DEG 54MIN W10' FROM SE COR OF LOT 13 BLK 13 WILLCOX TWNS N60DEG 06MIN W150' N29DEG 54MIN E40' S60DEG 06MIN E150' S29DEG 54MIN	\$ 5,000.00
76	1	Unit: 76 Parcel Number: 20607206 Legal Description: ARIZ SUN SITES #6 LOT 21 BLK 659 Parcel Size: 0.26 Acres Zoning: GB	\$ 750.00

77	1	Unit: 77 Parcel Number: 20607225 Legal Description: ARIZ SUN SITES #6 LOT 4 BLK 660 Parcel Size: 0.26 Acres Zoning: GB	\$ 500.00
80	2	Parcel Number: 20608083 Legal Description: ARIZ SUN SITES #6 LOT 3 BLK 667 Parcel Size: 0.85 Acres Zoning: SR-22 Parcel Number: 20608084 Legal Description: ARIZ SUN SITES #6 LOT 4 BLK 667 Parcel Size: 0.85 Acres Zoning: SR-22	\$600.00
84	1	Parcel Number: 20608168 Legal Description: ARIZ SUN SITES #6 LOT 28 BLK 670 Parcel Size: 0.87 Acres Zoning: SR-22 Parcel Number: 20608169 Legal Description: ARIZ SUN SITES #6 LOT 29 BLK 670 Parcel Size: 1.39 Acres Zoning: SR-22	\$800.00

157	8	Parcel Number: 30560017 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 12 Parcel Size: 1.05 Acres Zoning: RU-4 Parcel Number: 30560018 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 13 Parcel Size: 1.03 Acres Zoning: RU-4 Parcel Number: 30560019 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 14 Parcel Size: 1.02 Acres Zoning: RU-4 Parcel Number: 30560020 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 15 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560021 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 16 Parcel Size: 1.09 Acres Zoning: RU-4 Parcel Number: 30560022 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 17 Parcel Size: 1.02 Acres Zoning: RU-4 Parcel Number: 30560034 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 10 Parcel Size: 1.3 Acres Zoning: RU-4 Parcel Number: 30560035 Legal Description: SUNNY ACRES OF ARIZONA UNIT I LOT 11 Parcel Size: 1.02 Acres Zoning: RU-4	\$ 3,000.00
188	1	Unit: 188 Parcel Number: 40568041 Legal Description: VALLEY SPRINGS #6 LOT 45 Parcel Size: 2.72 Acres Zoning: RU-4	\$ 1,000.00
203	1	Unit: 203 Parcel Number: 40623406 Legal Description: COCHISE COLLEGE PARK #6 LOT 968 Parcel Size: 0.15 Acres Zoning: MH-72	\$ 1,200.00
223	1	Unit: 223 Parcel Number: 40774045 Legal Description: COCHISE COLLEGE PARK THE N 4' OF LOT 72 Parcel Size: 0.01 Acres Zoning: SR-12	\$ 125.00

238	1	Unit: 238 Parcel Number: 40817061 Legal Description: CALUMET & QUEEN LOT 10 BLK 16 Parcel Size: 0.12 Acres Zoning: R-9	\$ 500.00
239	1	Unit: 239 Parcel Number: 40828078 Legal Description: DOUGLAS LOT 25 BLK 139 Parcel Size: 0.08 Acres Zoning:	\$ 5,000.00
240	1	Unit: 240 Parcel Number: 40829049 Legal Description: DOUGLAS S 30' 6IN OF N 80' OF LOTS 17 18 19 20 BLK 134 Parcel Size: 0.07 Acres Zoning:	\$ 3,000.00
			\$ 24,800.00

**Action 13.**

**Regular Board of Supervisors Meeting**

**Community Development**

**Meeting Date:** 11/15/2016

Authorize revisions to the Road Maintenance System for Mascot Mine Rd, Hurtado Ranch Rd and Tamarisk Ave

**Submitted By:** Terry Couchenour, Community Development

**Department:** Community Development

**Presentation:** PowerPoint **Recommendation:** Approve

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

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

**Docket Number (If applicable):**

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

**Information**

**Agenda Item Text:**

Adopt Resolution 16-46, authorizing revisions to the Road Maintenance System for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue as described therein.

**Background:**

**Recommendation:** The Highway and Floodplain division recommends adopting the accompanying resolution to revise the Maintained Road List for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue.

**Background (Brief):**

In preparation for a change in the Maintained Road Atlas format, the Highway and Floodplain division has undergone a review of the Maintained Road List and the Maintained Road Atlas. The review identified three roads where the maintenance status needs to be addressed. These roads are Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue.

Mascot Mine Road and Hurtado Ranch Road are located in Dos Cabezas and portions are gated. A work session regarding the gates was held in 2010, however the dispute between land owners was not resolved and the gates remained closed to the public. It is recommended to adjust the MRL and Atlas to reflect permitted maintenance up to the locked gates. This will result in a decreasing the mileage of Mascot Mine Road from 0.984 to 0.379 and removing Hurtado Ranch Road entirely.

Tamarisk Avenue is located in Sunsites within the partially developed Re-subdivided Stronghold Mobile Estates. Tamarisk Avenue was not developed as a subdivision road and inadvertently included on the MRL. It is recommended to remove this segment.

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

Upon Board adoption of the resolution, no further action is required. Highway and Floodplain division staff will update the Maintained Road List and Maintained Road Atlas.

**Impact of NOT Approving/Alternatives:**

If the resolution is not adopted, the Maintained Road List and Maintained Road Atlas will continue to identify non-maintained portions of Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue as a maintenance liability.

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

Please return a copy of the recorded resolution to H&F, attn: Terry Couchenour.

---

**Attachments**

Executive summary for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue

Resolution for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue

Powerpoint for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue

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**Cochise County**  
**Community Development**  
**Highway and Floodplain Division**

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

**MEMORANDUM**

**Date:** 11/1/2016  
**To:** Board of Supervisors  
**Through:** Karen Riggs, Director *KR*  
**From:** Terry Couchenour  
**Subject:** Revise the Maintained Road List for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue

**Recommendation:** The Highway and Floodplain division recommends adopting the accompanying resolution to revise the Maintained Road List for Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue.

**Background (Brief):**

In preparation for a change in the Maintained Road Atlas format, the Highway and Floodplain division has undergone a review of the Maintained Road List and the Maintained Road Atlas. The review identified three roads where the maintenance status needs to be addressed. These roads are Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue.

Mascot Mine Road and Hurtado Ranch Road are located in Dos Cabezas and portions are gated. A work session regarding the gates was held in 2010, however the dispute between land owners was not resolved and the gates remained closed to the public. It is recommended to adjust the MRL and Atlas to reflect permitted maintenance up to the locked gates. This will result in a decreasing the mileage of Mascot Mine Road from 0.984 to 0.379 and removing Hurtado Ranch Road entirely.

Tamarisk Avenue is located in Sunsites within the partially developed Re-subdivided Stronghold Mobile Estates. Tamarisk Avenue was not developed as a subdivision road and inadvertently included on the MRL. It is recommended to remove this segment.

**Fiscal Impact & Funding Sources:** N/A

**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](http://www.cochise.az.gov)

**Next Steps/Action Items/Follow-up:** Upon Board adoption of the resolution, no further action is required. Highway and Floodplain division staff will update the Maintained Road List and Maintained Road Atlas.

**Impact of Not Approving:** If the resolution is not adopted, the Maintained Road List and Maintained Road Atlas will continue to identify non-maintained portions of Mascot Mine Road, Hurtado Ranch Road and Tamarisk Avenue as a maintenance liability.

**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](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto: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](mailto:planningandzoning@cochise.az.gov)

## **RESOLUTION 16-\_\_**

### **ADOPT REVISIONS TO THE COUNTY ROAD MAINTENANCE SYSTEM FOR MASCOT MINE ROAD, HURTADO RANCH ROAD AND TAMARISK AVENUE**

**WHEREAS**, the Board of Supervisors, Cochise County, Arizona, has the authority to lay out, maintain, control, and manage public roads within Cochise County pursuant to A.R.S. § 11-251 (4); and

**WHEREAS**, the County's Road Maintenance System as depicted by the Maintained Road List and Atlas was adopted May 15, 1975, superseded November 13, 1989 pursuant to Resolution 89-107 and updated as needed by Board resolution, approved subdivision action, city annexation or other recorded action; and

**WHEREAS**, there has been presented to the Board a formal request for revisions to the County's Road Maintenance System as follows:

- Mascot Mine Road – 604  
Request: Reduce County maintenance mileage from 0.984 to 0.379 to terminate at FBH Road.  
Basis: Remainder of road north of FBH Road is not open to public due to locked gate.
- Hurtado Ranch Road – 455  
Request: Remove road from County maintenance.  
Basis: Road is not open to public due to locked gate.
- Tamarisk Avenue – 1286  
Request: Remove road from County maintenance  
Basis: Road was not improved to standards and is not maintained by the County. The road was inadvertently included when Re-subdivided Stronghold Mobile Estates roads were added.

**RESOLUTION 16-\_\_**

**Re: Adopt Revisions To The County Road Maintenance System For Mascot Mine Road,  
Hurtado Ranch Road And Tamarisk Avenue**

Page | 2

**WHEREAS**, the Board of Supervisors having considered all comments regarding this request at their meeting held November 15, 2016, has determined that approving the request as specified above would be in the best interest of Cochise County and the public at large,

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that we, the Board of Supervisors, Cochise County, Arizona, approve the revisions to the County's Road Maintenance System as specified above.

**IT IS FINALLY RESOLVED** that any resolution in conflict herewith is rescinded to the extent of said conflict.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

---

Richard Searle, Chairman  
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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Arlethe Rios,  
Clerk of the Board

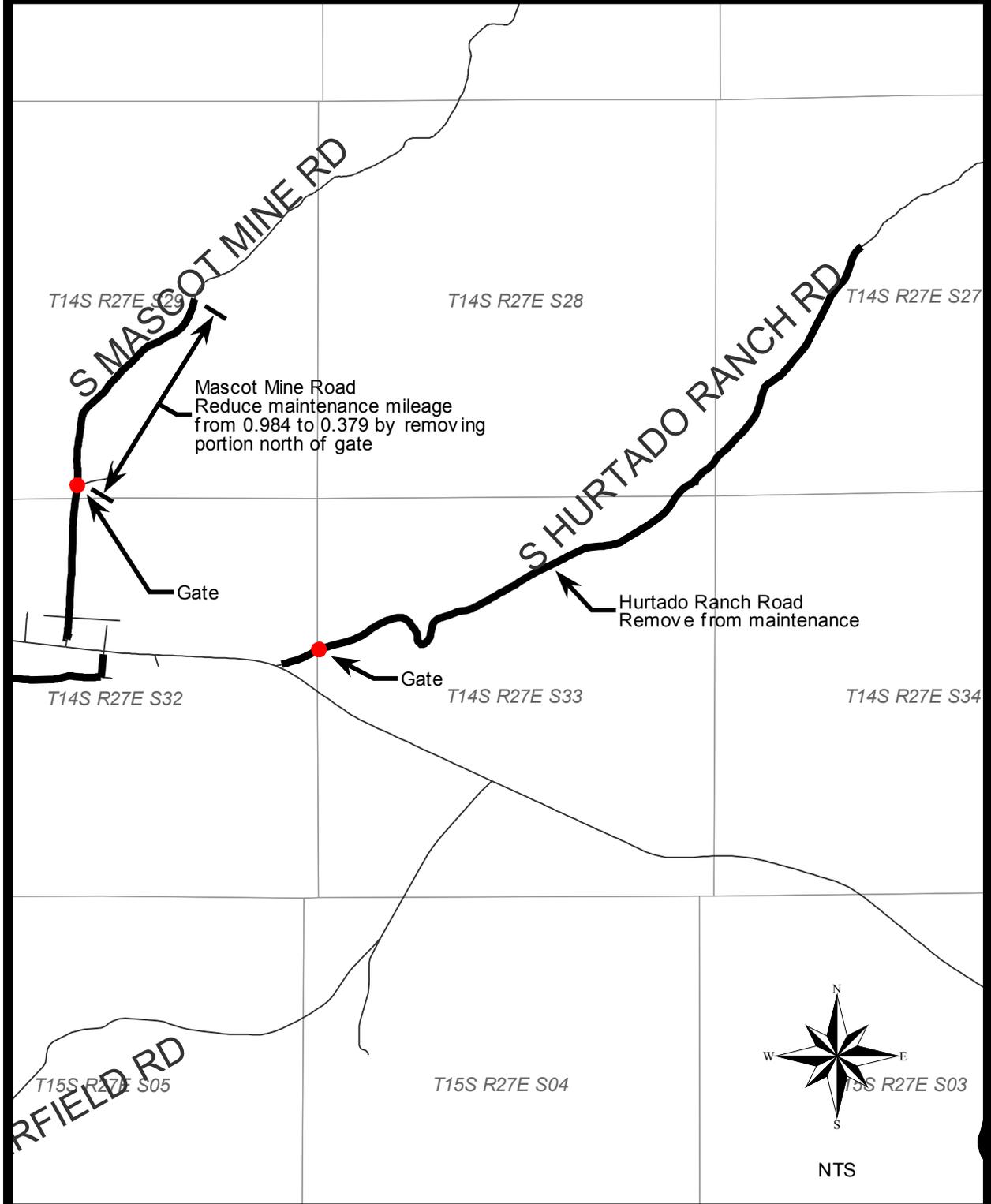


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Britt Hanson,  
Chief Civil Deputy County Attorney

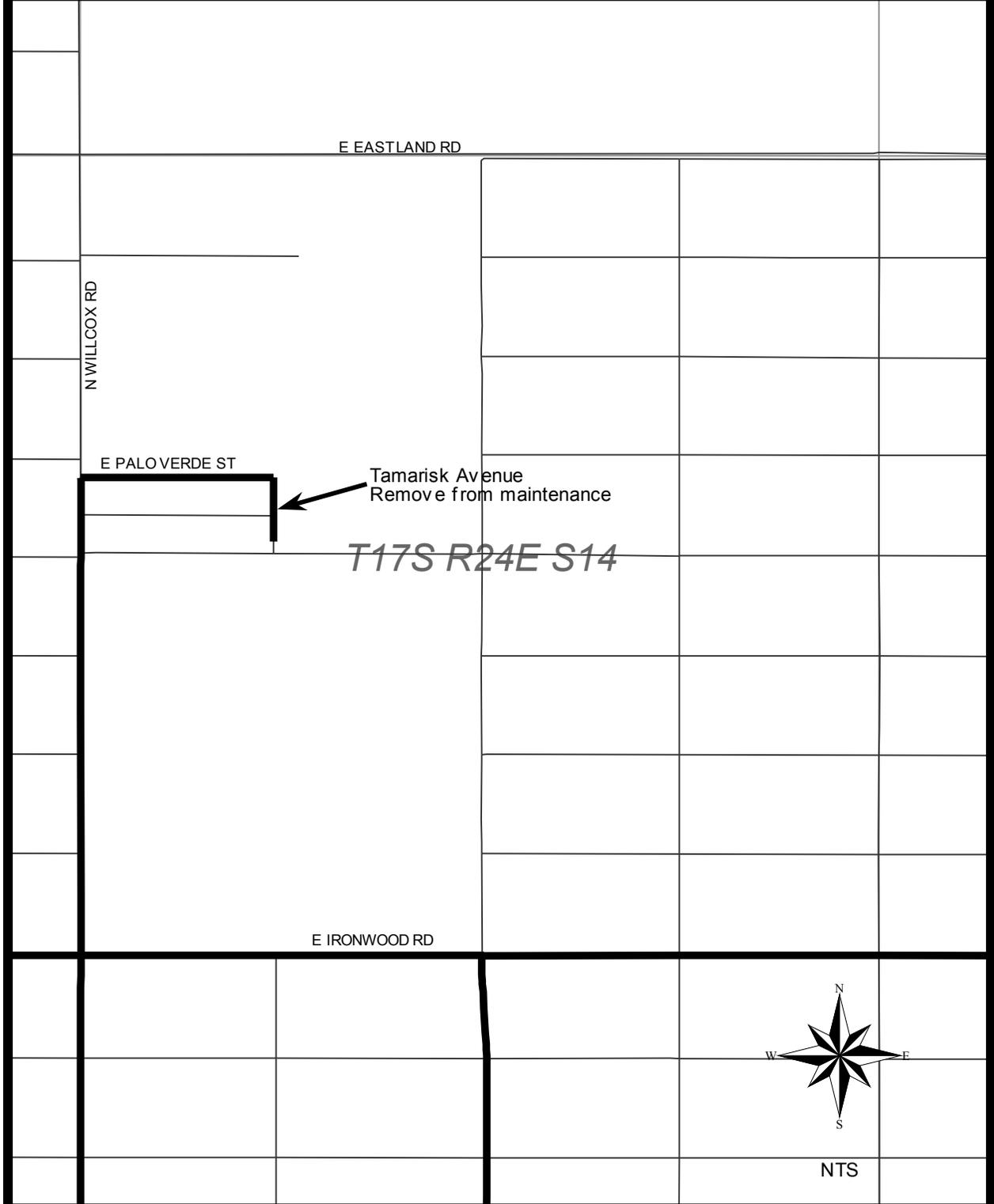
# Mascot Mine Road and Hurtado Ranch Road

Dos Cabezas



Tamarisk Avenue

Sunsites



# COCHISE COUNTY

Mascot Mine Road  
Hurtado Ranch Road  
Tamarisk Avenue

11/15/2016



***Public Programs...Personal Service***

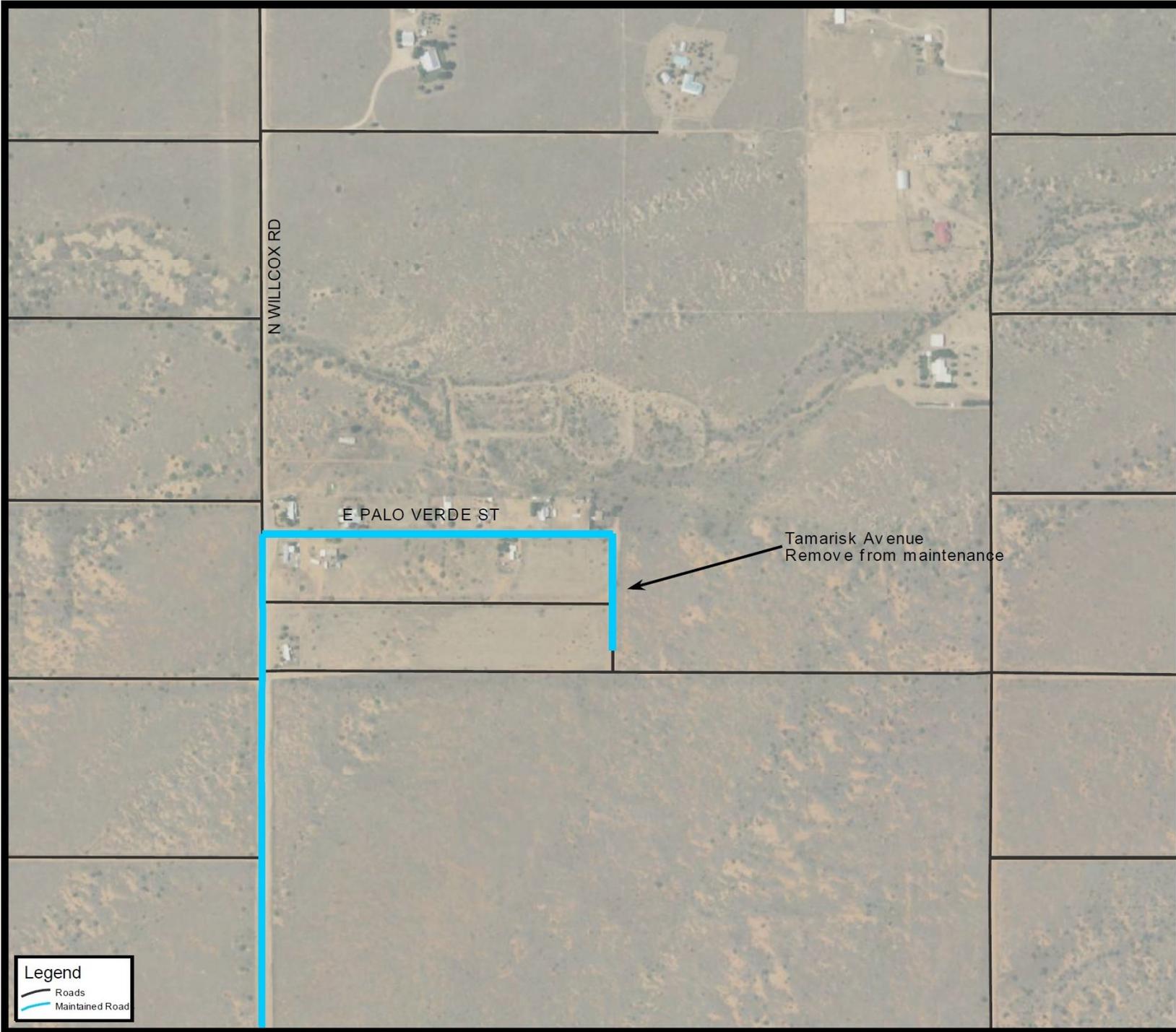


# Mascot Mine Road Hurtado Ranch Road

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



**Legend**  
— Roads  
— Maintained Road



**Legend**

- Roads
- Maintained Road



# Tamarisk Avenue

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

0' 1" = 500'

**Regular Board of Supervisors Meeting****Community Development**

<b>Meeting Date:</b>	11/15/2016		
Adopt revised County Maintained Road Atlas format			
<b>Submitted By:</b>	Terry Couchenour, Community Development		
<b>Department:</b>	Community Development	<b>Division:</b>	Highway
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature Required	<b># of ORIGINALS Submitted for Signature:</b>	2
<b>NAME of PRESENTER:</b>	Karen Riggs	<b>TITLE of PRESENTER:</b>	Director
<b>Docket Number (If applicable):</b>			
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	

**Information****Agenda Item Text:**

Adopt Resolution 16-47, authorizing revisions to the County Maintained Road Atlas format as described therein.

**Background:**

**Recommendation:** This department recommends adopting the accompanying resolution to authorize the new format for the Maintained Road Atlas.

**Background (Brief):** Together, the Maintained Road List and Maintained Road Atlas is the account of roads that are approved as being under the jurisdiction of the County to receive maintenance. The MRL is used for Highway User Revenue Fund calculations and both the MRL and Atlas were first approved by the Board in 1975 as required by 1974 legislation. The MRL and Atlas are living documents and are updated by Board action, outside jurisdiction annexations, or ministerial changes as authorized by other County laws.

The Atlas was last published as a complete document in 2000. In the time since, field staff has relied upon the 2000 version, together with individual Board resolutions to specify revisions. Prompted by the need for an updated publication, the division has completed a review of the Atlas and is proposing a new format. Previously new pages were added to the end of the Atlas using the next available number and pages may skip from Mescal to Hereford to another area. The proposed format retains the original 9 page grid and detail pages utilize a letter for identification. The new format allows pages to be added to their grid area.

Adopting the new Atlas format will provide for a more consistent approach to future additions.

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

Upon Board adoption of the resolution, no further action is required. Future Board resolutions to add/delete maintained roads will reference the revised Atlas format.

**Impact of NOT Approving/Alternatives:**

If the resolution is not adopted, the division will begin creating a new atlas based on old page numbering.

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

Please insert resolution number and sign Atlas cover. Please do not record Atlas cover but deliver to Terry Couchenour. Terry will compile entire atlas and submit for recording under Maps and Plats. Please return a copy of the recorded resolution to Terry.

## **Attachments**

Executive summary to adopt revised maintained road atlas

Resolution to adopt revised maintained road atlas

Maintained Road Atlas

---



**Cochise County  
Community Development**

**Highway and Floodplain Division**

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

**MEMORANDUM**

**Date:** 11/1/2016  
**To:** Board of Supervisors  
**Through:** Karen Riggs, Director *KR*  
**From:** Terry Couchenour  
**Subject:** Maintained Road Atlas new format

**Recommendation:** This department recommends adopting the accompanying resolution to authorize the new format for the Maintained Road Atlas.

**Background (Brief):** Together, the Maintained Road List and Maintained Road Atlas is the account of roads that are approved as being under the jurisdiction of the County to receive maintenance. The MRL is used for Highway User Revenue Fund calculations and both the MRL and Atlas were first approved by the Board in 1975 as required by 1974 legislation. The MRL and Atlas are living documents and are updated by Board action, outside jurisdiction annexations, or ministerial changes as authorized by other County laws.

The Atlas was last published as a complete document in 2000. In the time since, field staff has relied upon the 2000 version, together with individual Board resolutions to specify revisions. Prompted by the need for an updated publication, the division has completed a review of the Atlas and is proposing a new format. Previously new pages were added to the end of the Atlas using the next available number and pages may skip from Mescal to Hereford to another area. The proposed format retains the original 9 page grid and detail pages utilize a letter for identification. The new format allows pages to be added to their grid area.

Adopting the new Atlas format will provide for a more consistent approach to future additions.

**Fiscal Impact & Funding Sources:** N/A

**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](http://www.cochise.az.gov)

**Next Steps/Action Items/Follow-up:** Upon Board adoption of the resolution, no further action is required. Future Board resolutions to add/delete maintained roads will reference the revised Atlas format.

**Impact of Not Approving:** If the resolution is not adopted, the division will begin creating a new atlas based on old page numbering.

**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](mailto:highway@cochise.az.gov)  
[floodplain@cochise.az.gov](mailto: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](mailto:planningandzoning@cochise.az.gov)

## **RESOLUTION 16-\_\_**

### **ADOPT REVISED MAINTAINED ROAD ATLAS FORMAT**

**WHEREAS**, the Board of Supervisors, Cochise County, Arizona, has the authority to lay out, maintain, control, and manage public roads within Cochise County pursuant to A.R.S. § 11-251 (4); and

**WHEREAS**, the County maintained road list and County maintained road atlas were adopted May 15, 1975, superseded November 13, 1989 pursuant to Resolution 89-107 and updated as needed; and

**WHEREAS**, updates to the atlas are authorized by individual Board resolution or Resolution 95-67 that authorizes non-discretionary changes including municipal annexation, completion of subdivision roads and changes in road names; and

**WHEREAS**, the previous atlas was published in 2000 and is no longer accurate due to Board resolutions, subdivision completions and city annexations adopted since 2000; and

**WHEREAS**, a new atlas (Pages 1-9V) has been prepared to accurately depict County maintained roads.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that we the Board of Supervisors, Cochise County, Arizona, do hereby adopt atlas Pages 1-9V as the Official County Maintained Road Atlas thereby superseding any previously approved maintained road atlas.

**IT IS FINALLY RESOLVED** that the atlas shall be kept current by the Highway and Floodplain division and that no changes shall be made to the Atlas without formal action by the Board of Supervisors or as authorized by Resolution 95-67.

**RESOLUTION 16-\_\_**

**Re: Adopt Revised Maintained Road Atlas Format**

**Page | 2**

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Richard Searle, Chairman  
Cochise County Board of Supervisors

**ATTEST:**

---

Arlethe Rios,  
Clerk of the Board

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Britt Hanson,  
Chief Civil Deputy County Attorney

# Maintained Road Atlas

## Highway & Floodplain Div.

### Cochise County, Arizona

#### Key to Enlargements for Cities and Townsites

City/Townsite	Page
Benson	4
Bisbee	8, 8D, 8E, 8F, 8G
Bisbee Junction	8I
Bowie	1A
Cochise	2D
Douglas	8, 8N, 8O, 8P
Dos Cabezas	2E
Dragoon	4B
Elfrida	8A
Huachuca City	9C
McNeal	8B
Mescal/J-Six	4D, 4E, 4F
Naco	8H
Nicksville	9O
Palominas	9U, 9V
Paul Spur	8
Pearce	5D
Pirtleville	8K, 8L
St. David	4G
San Simon	1B
Sierra Vista	9E, 9F, 9G, 9H, 9I, 9J, 9K, 9L
Tombstone	4, 4H
Whetstone	4I, 4J, 9A
Willcox	2, 2B

**APPROVAL:**  
 The Cochise County Board of Supervisors does hereby certify that this plat was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 pursuant to Resolution 16-\_\_\_\_\_, Fee # \_\_\_\_\_.  
 By \_\_\_\_\_ Attest \_\_\_\_\_  
 Chairman Clerk of the Board

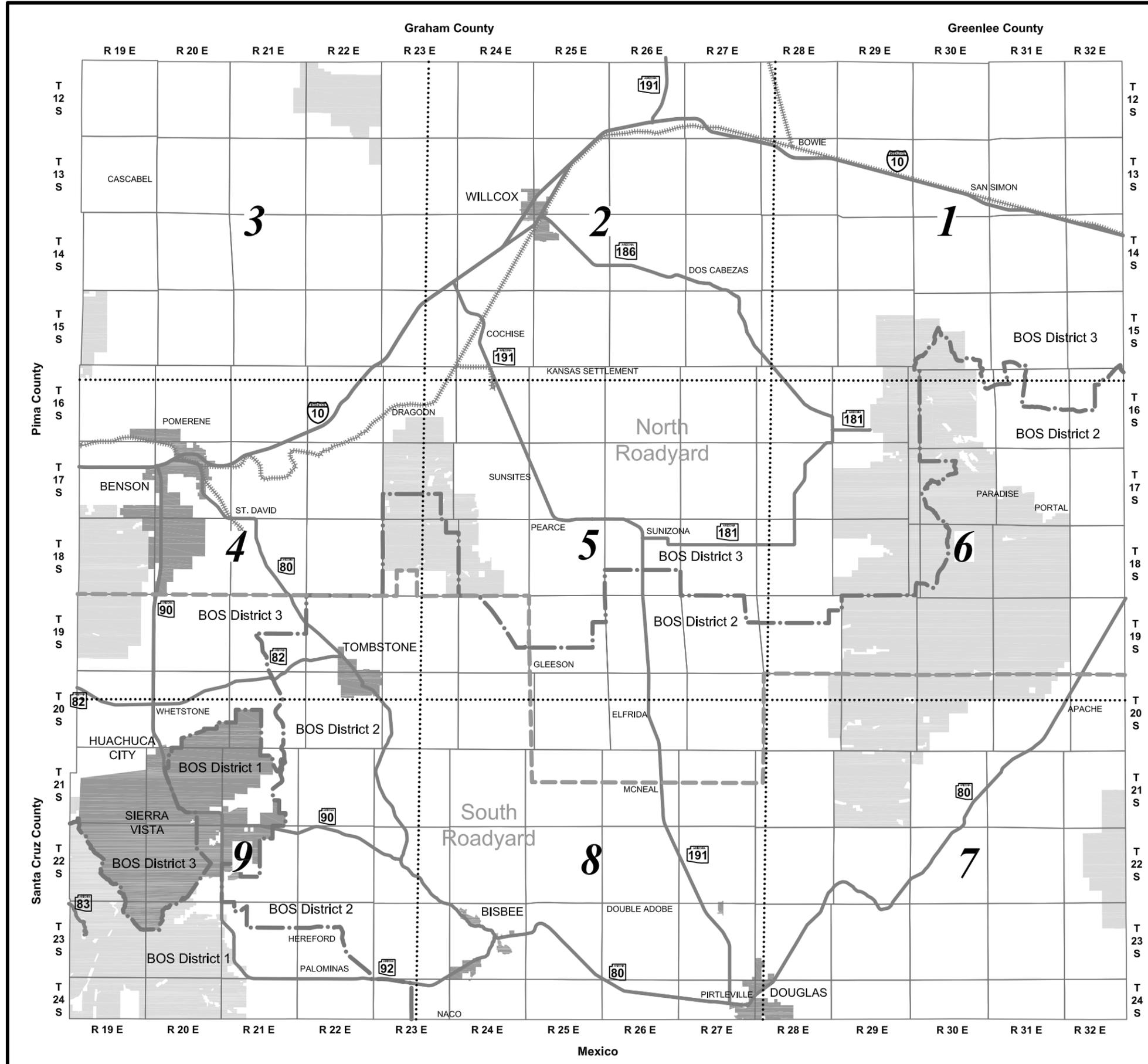
**RECORDING:**  
 This plat was filed for record at the request of Cochise County on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 in Book \_\_\_\_\_ of Maps & Plats, Page \_\_\_\_\_, Fee # \_\_\_\_\_.  
 Cochise County Recorder

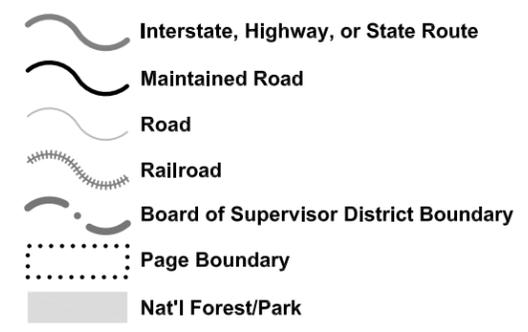
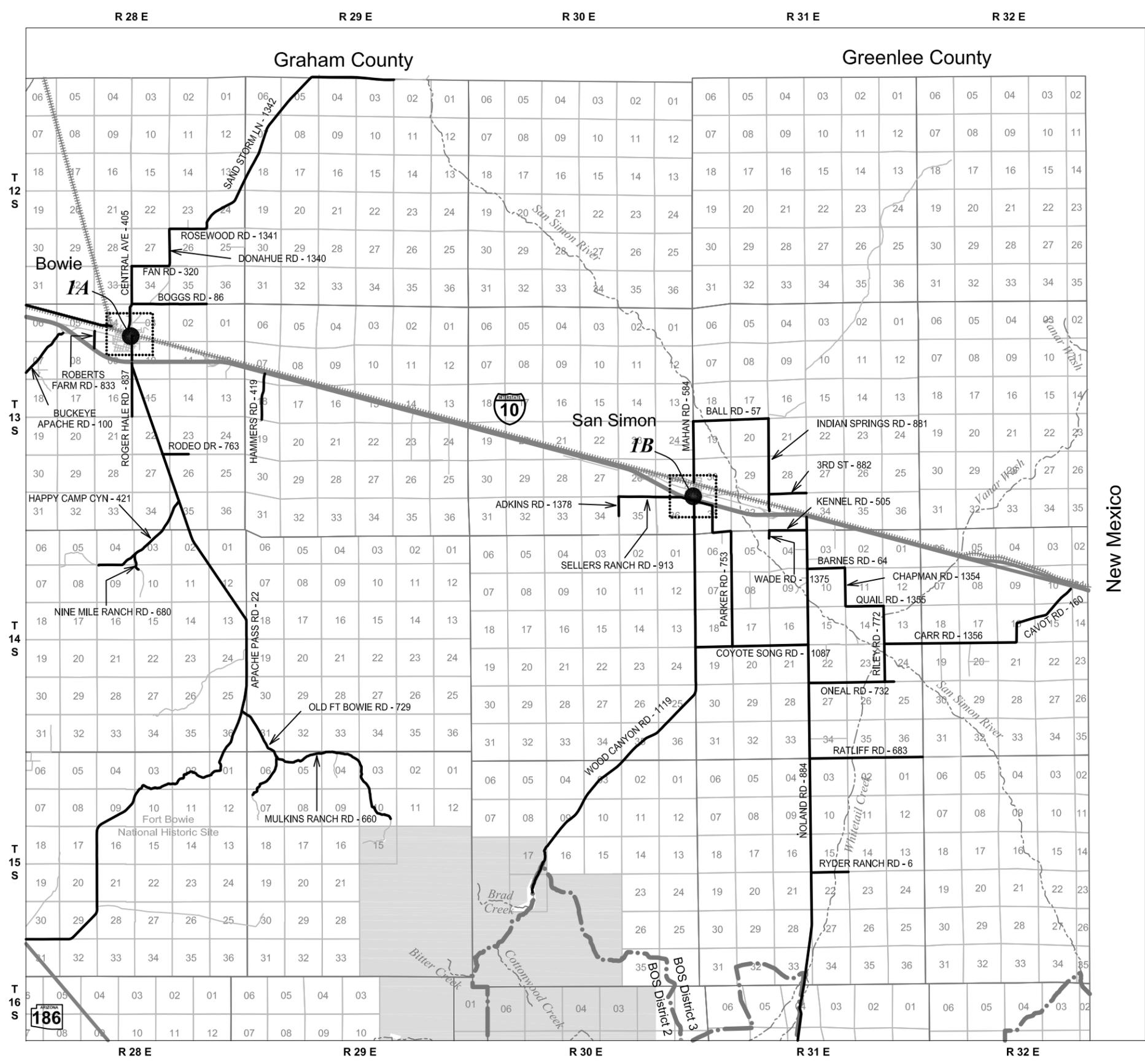
-  Board of Supervisor District Boundary
-  Page Boundary
-  Roadyard Boundary
-  Nat'l Forest/Park
-  Incorporated City



Nov 2016

Cover

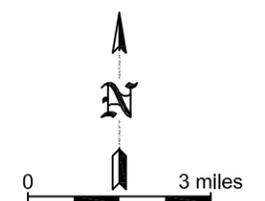
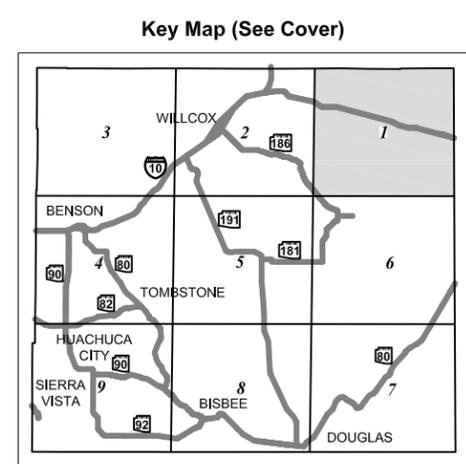




**AMENDMENTS**

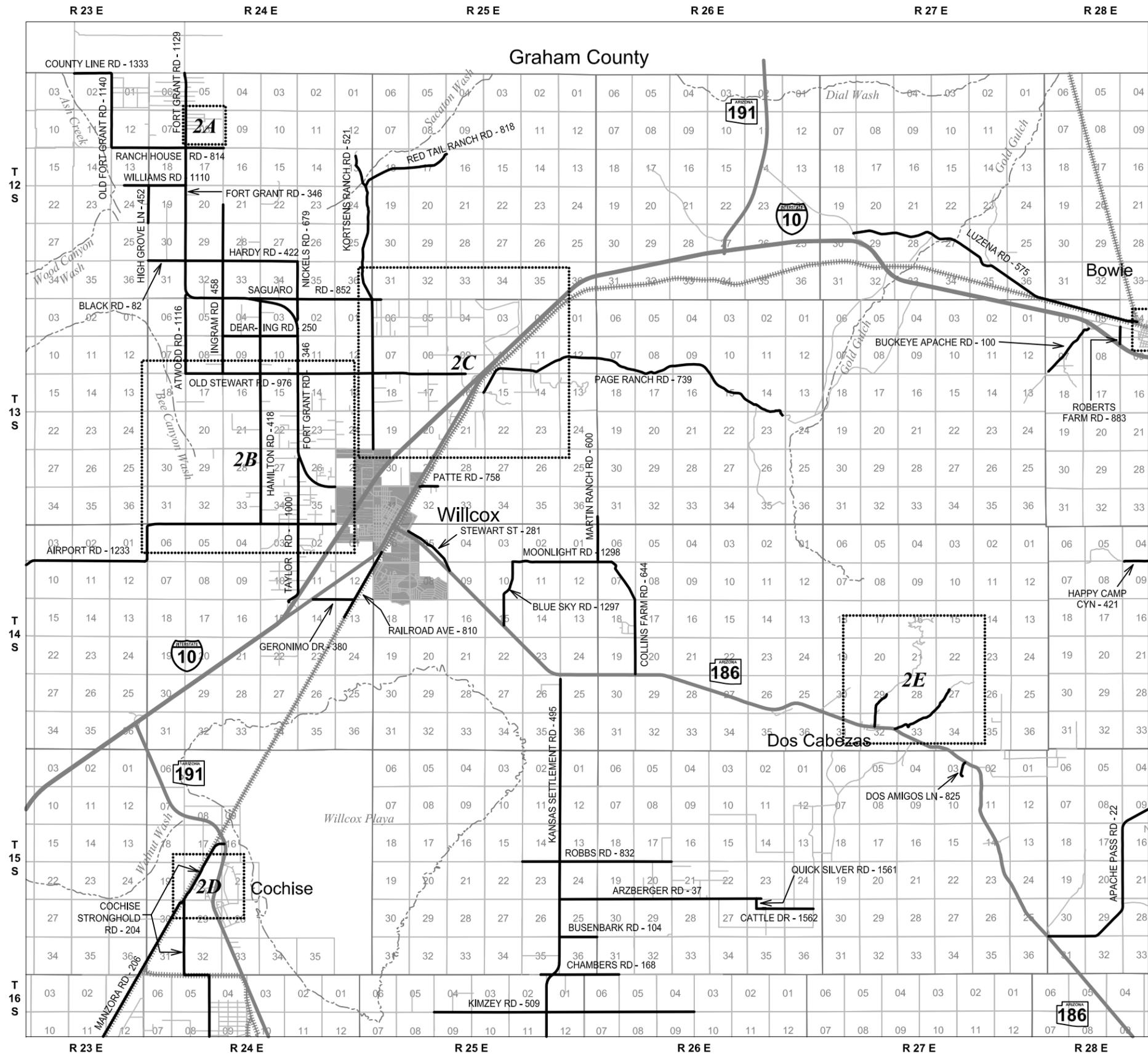
Res. No.	Date	Res. No.	Date
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- NOTES**
1. Map contains portions of BOS District 2 and 3.
  2. The southern portion of Wood Canyon Rd - 1119 is coincident with the boundary of BOS District 2 and 3.
  3. The southern portion of Noland Rd - 884 is coincident with the boundary of BOS District 2 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

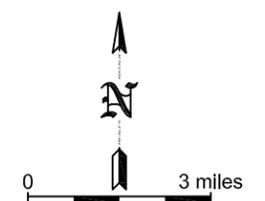
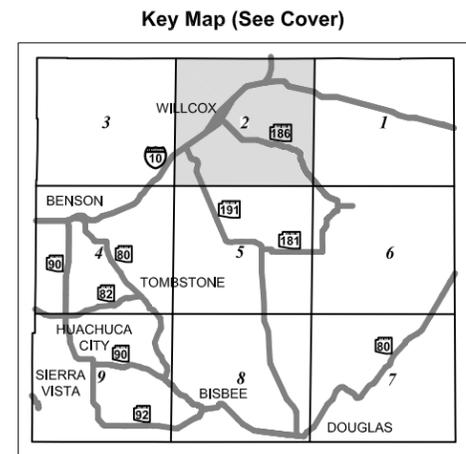


- Interstate, Highway, or State Route
- Maintained Road
- Road
- Railroad
- Page Boundary
- Nat'l Forest/Park
- Incorporated City

**AMENDMENTS**

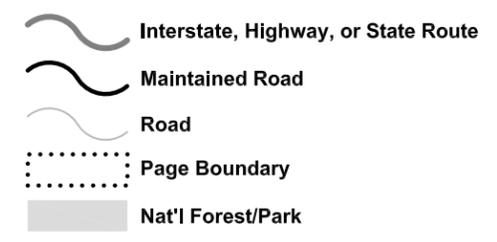
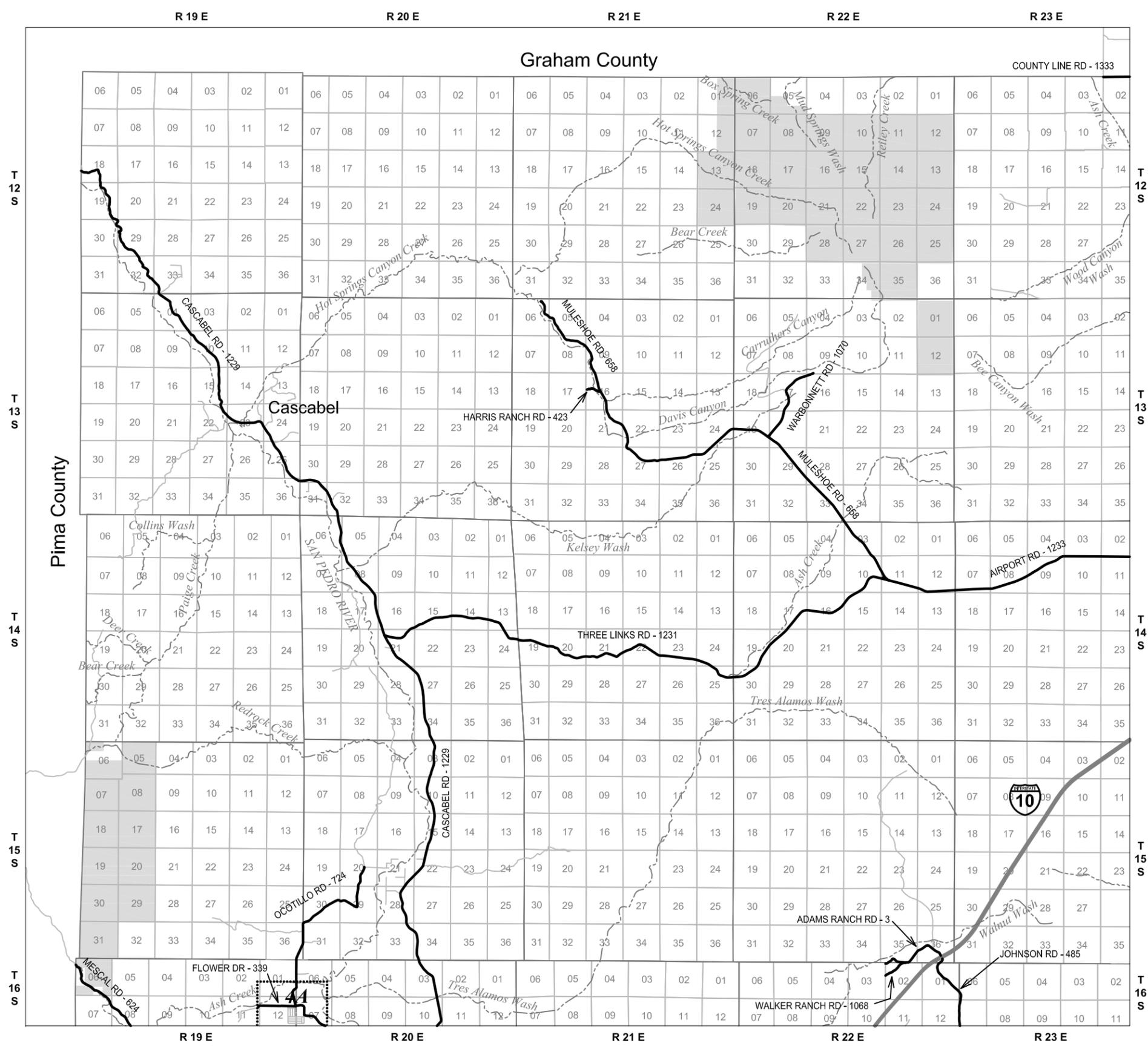
Res. No.	Date	Res. No.	Date

- NOTES**
- Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

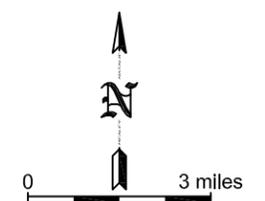
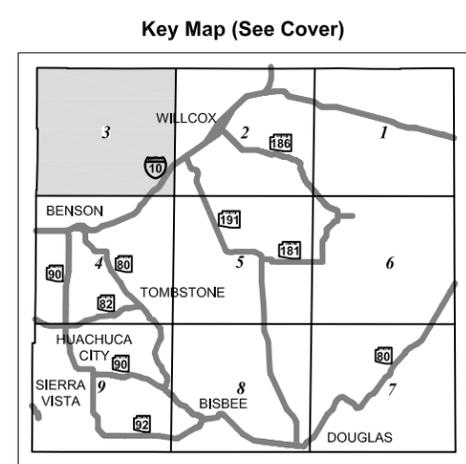


**AMENDMENTS**

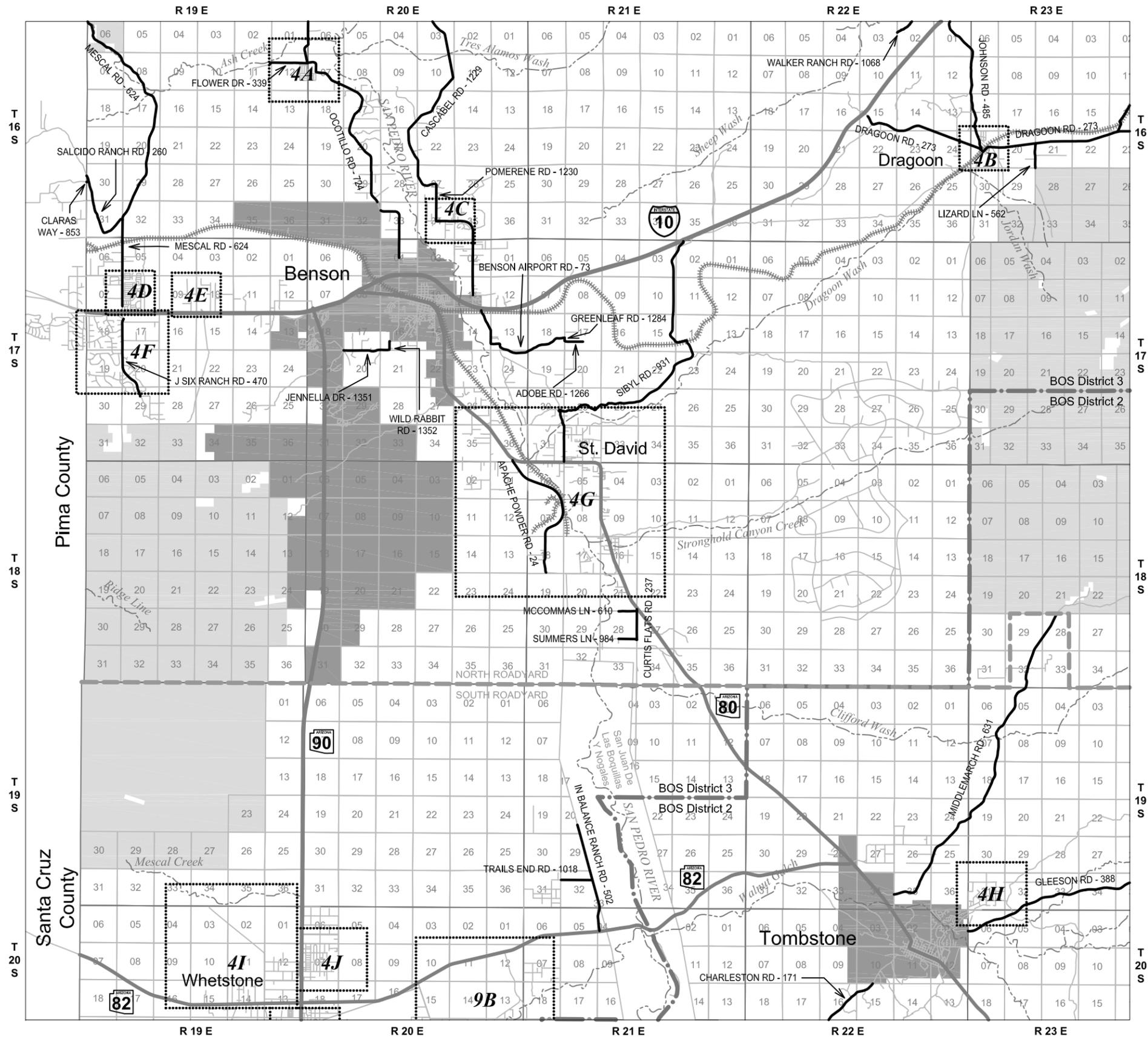
Res. No.	Date	Res. No.	Date
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**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
 Highway & Floodplain Div.  
 Nov 2016



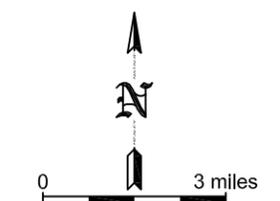
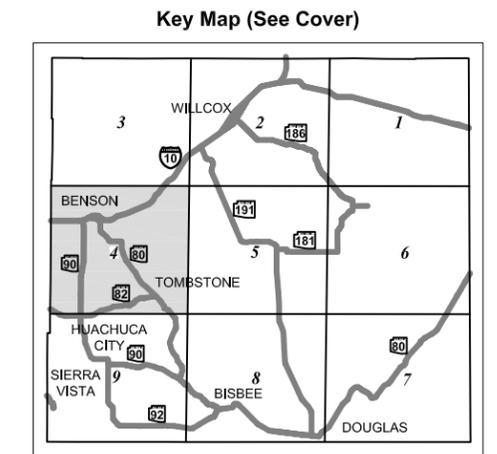
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Railroad
- Board of Supervisor District Boundary
- Page Boundary
- Roadyard Boundary
- Nat'l Forest/Park
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

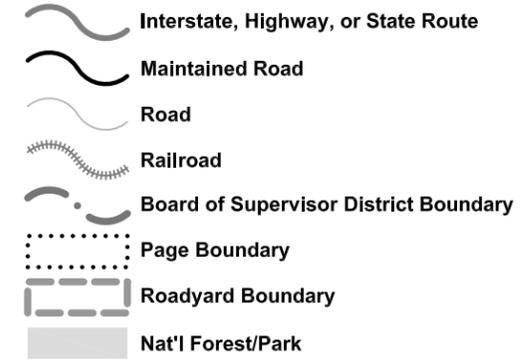
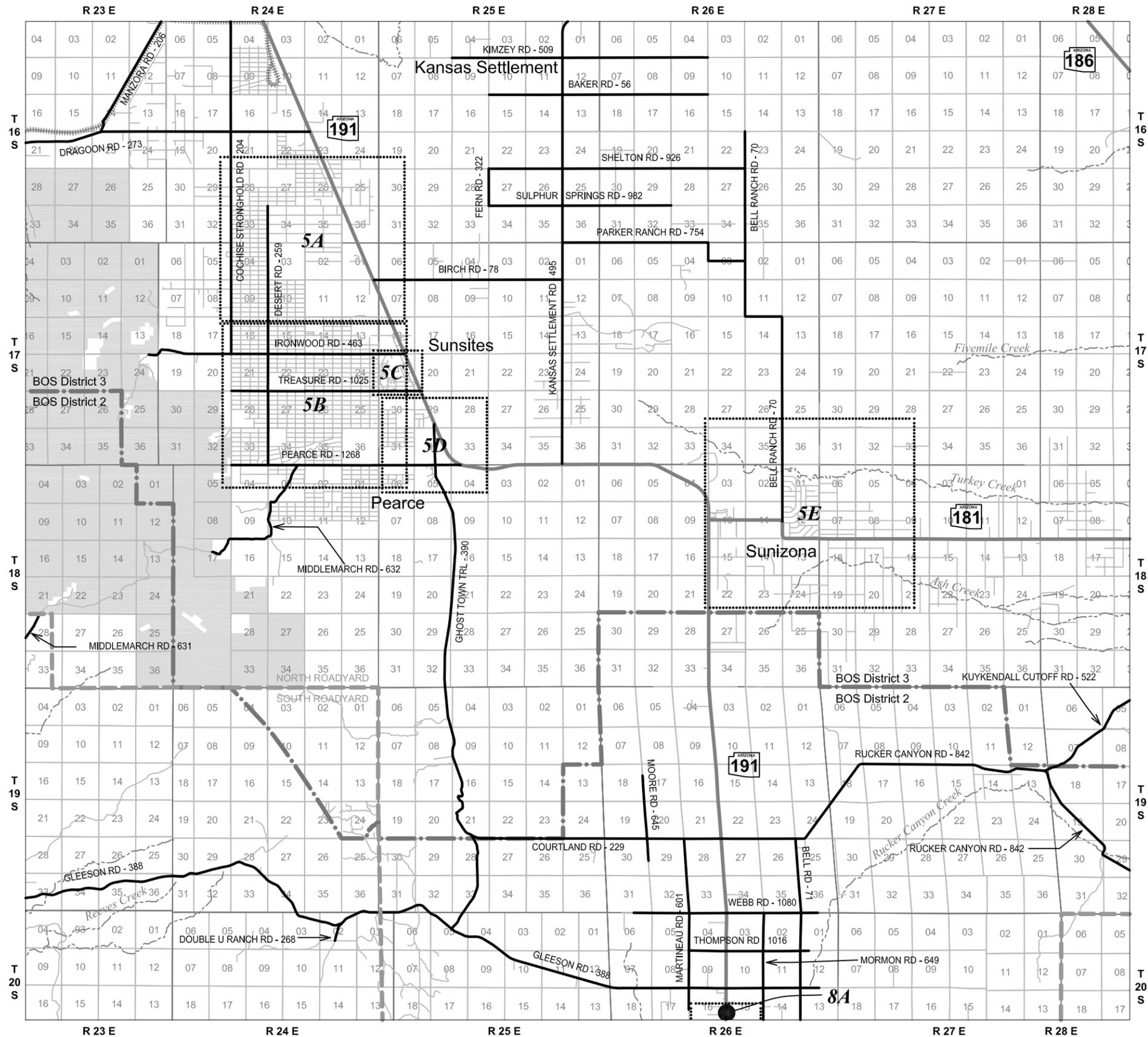
**NOTES**

1. Map contains portions of BOS District 2 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

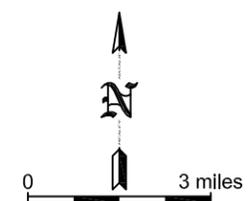
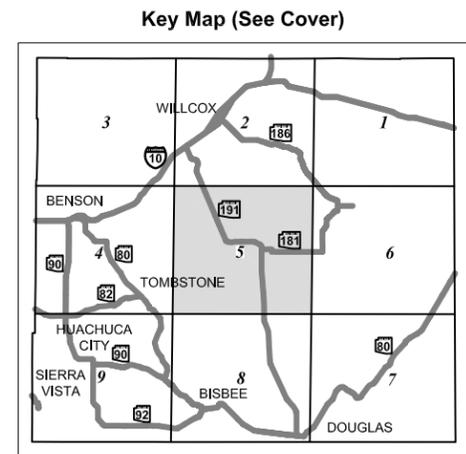
Nov 2016



**AMENDMENTS**

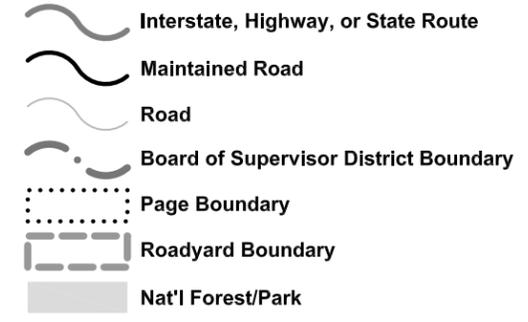
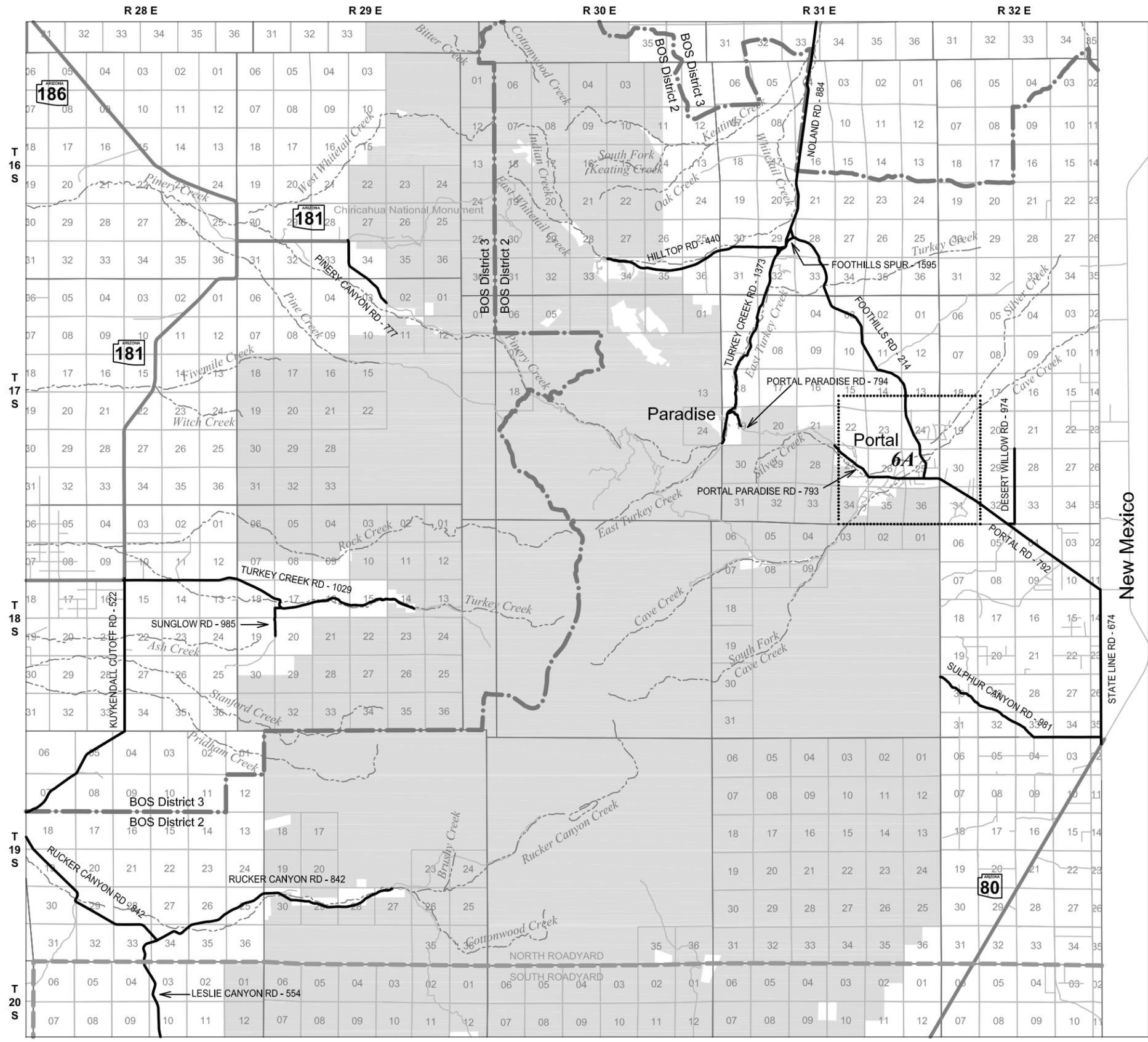
Res. No.	Date	Res. No.	Date
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- NOTES**
1. Map contains portions of BOS District 2 and 3.
  2. The western portion of Courtland Rd - 229 is coincident with the boundary of BOS District 2 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

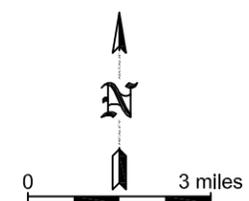
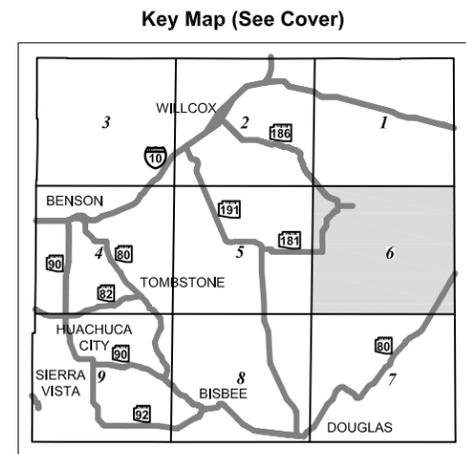
Nov 2016



**AMENDMENTS**

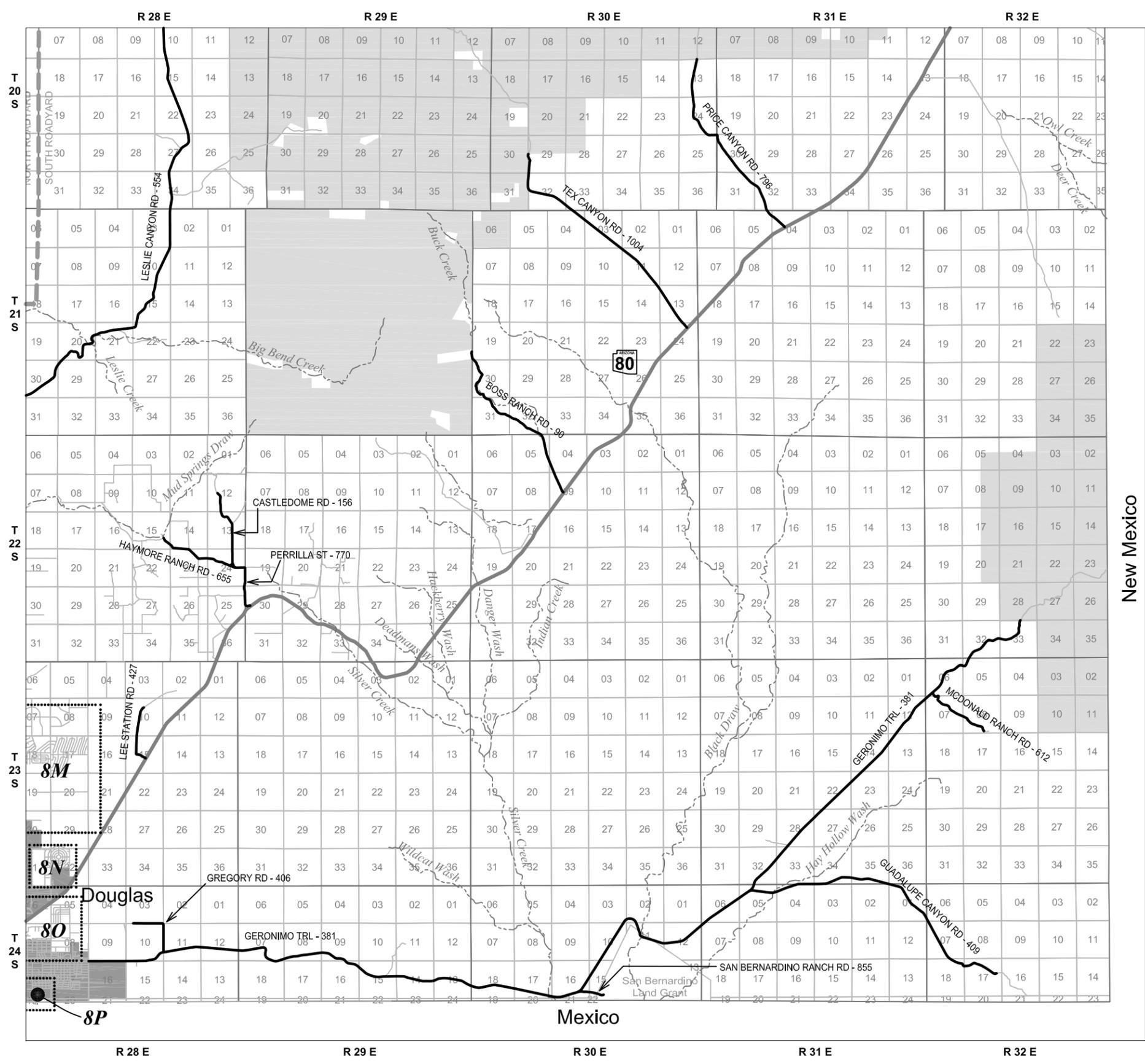
Res. No.	Date	Res. No.	Date
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- NOTES**
1. Map contains portions of BOS District 2 and 3.
  2. A portion of Noland Rd - 884 is coincident with the boundary of BOS District 2 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

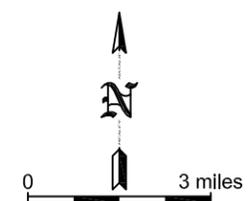
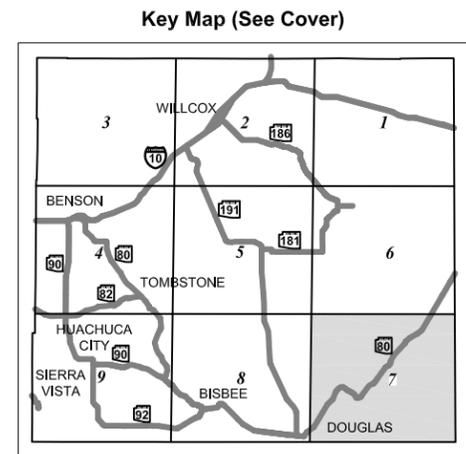


- Interstate, Highway, or State Route
- Maintained Road
- Road
- Page Boundary
- Nat'l Forest/Park
- Incorporated City

**AMENDMENTS**

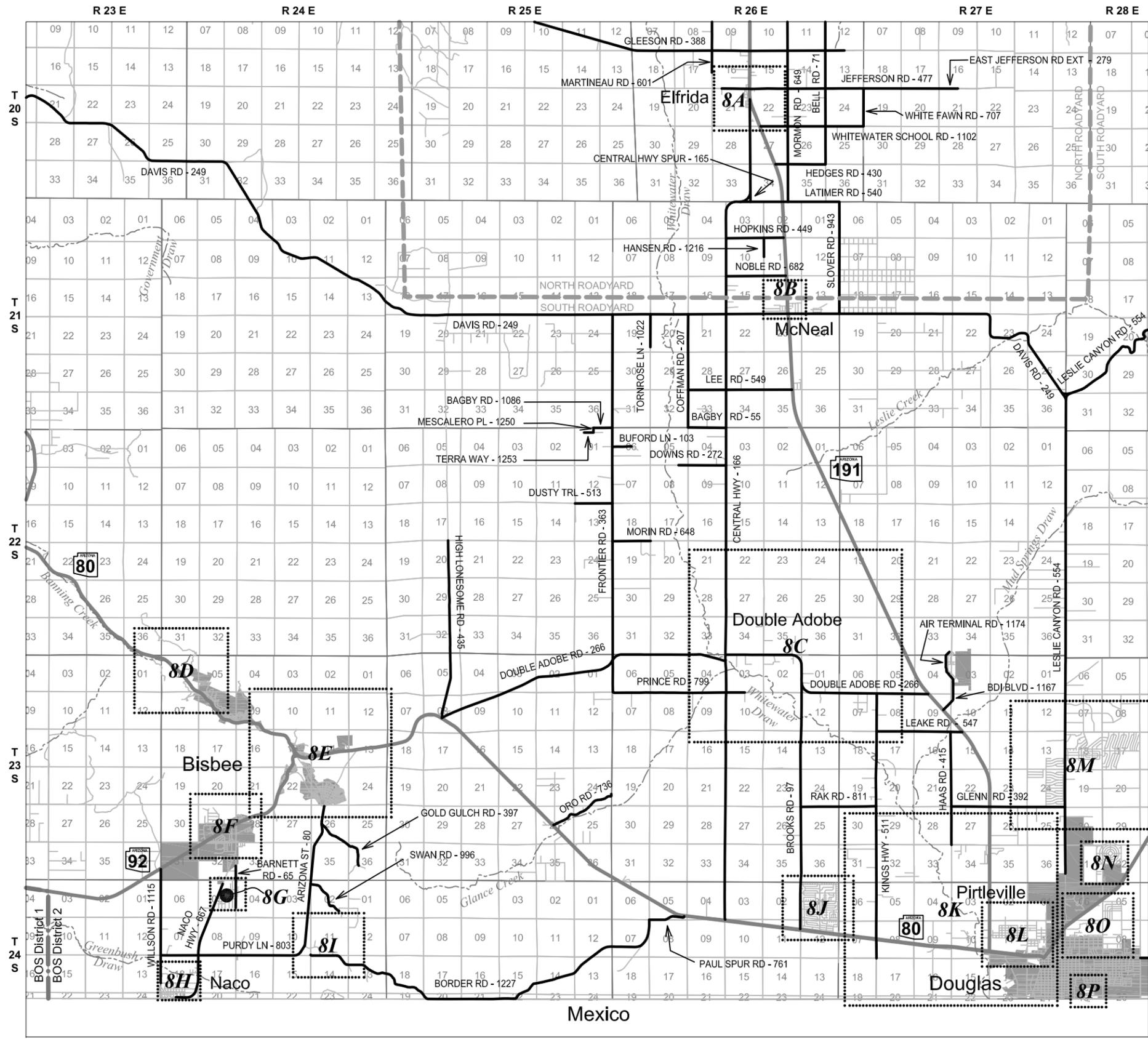
Res. No.	Date	Res. No.	Date

- NOTES**
- Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



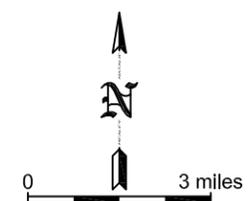
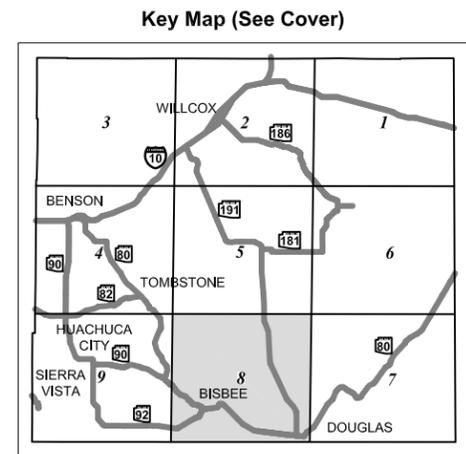
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary
- Page Boundary
- Roadyard Boundary
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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**NOTES**

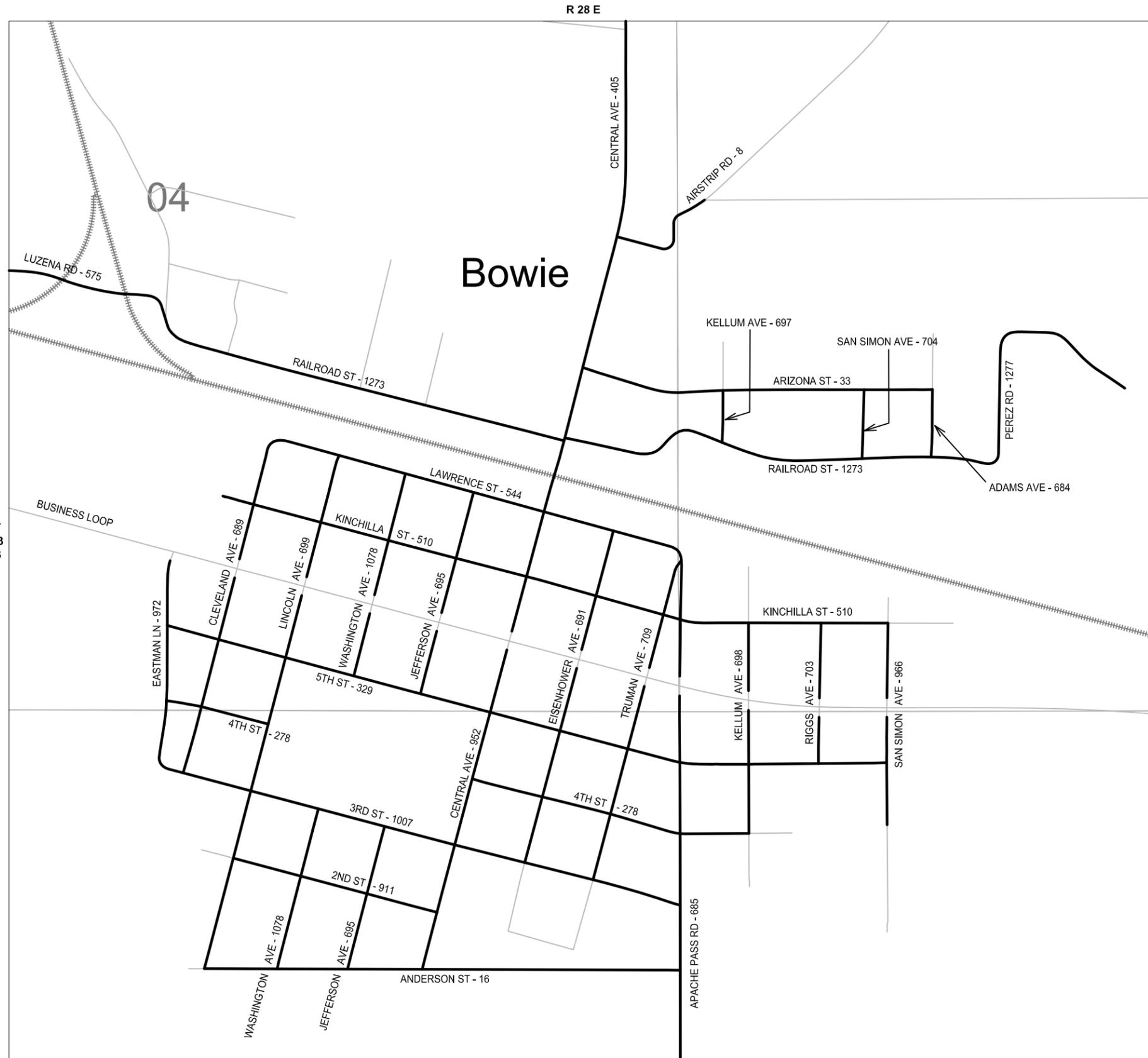
1. Map contains portions of BOS District 1 and 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016





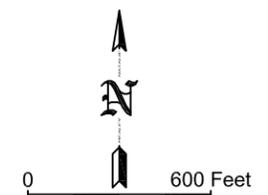
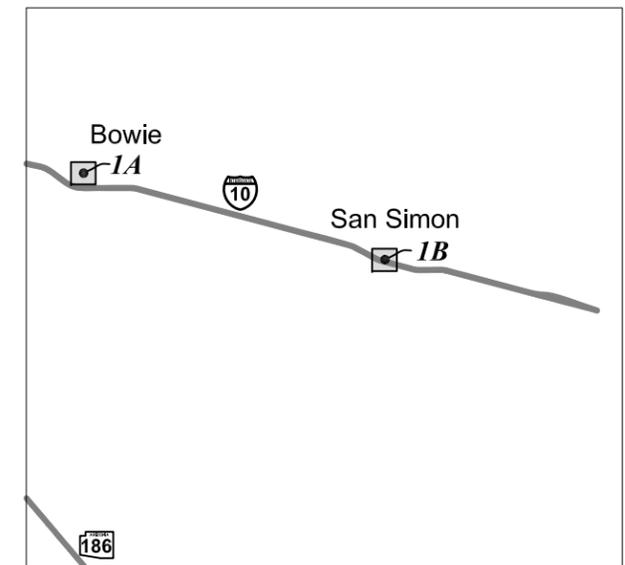
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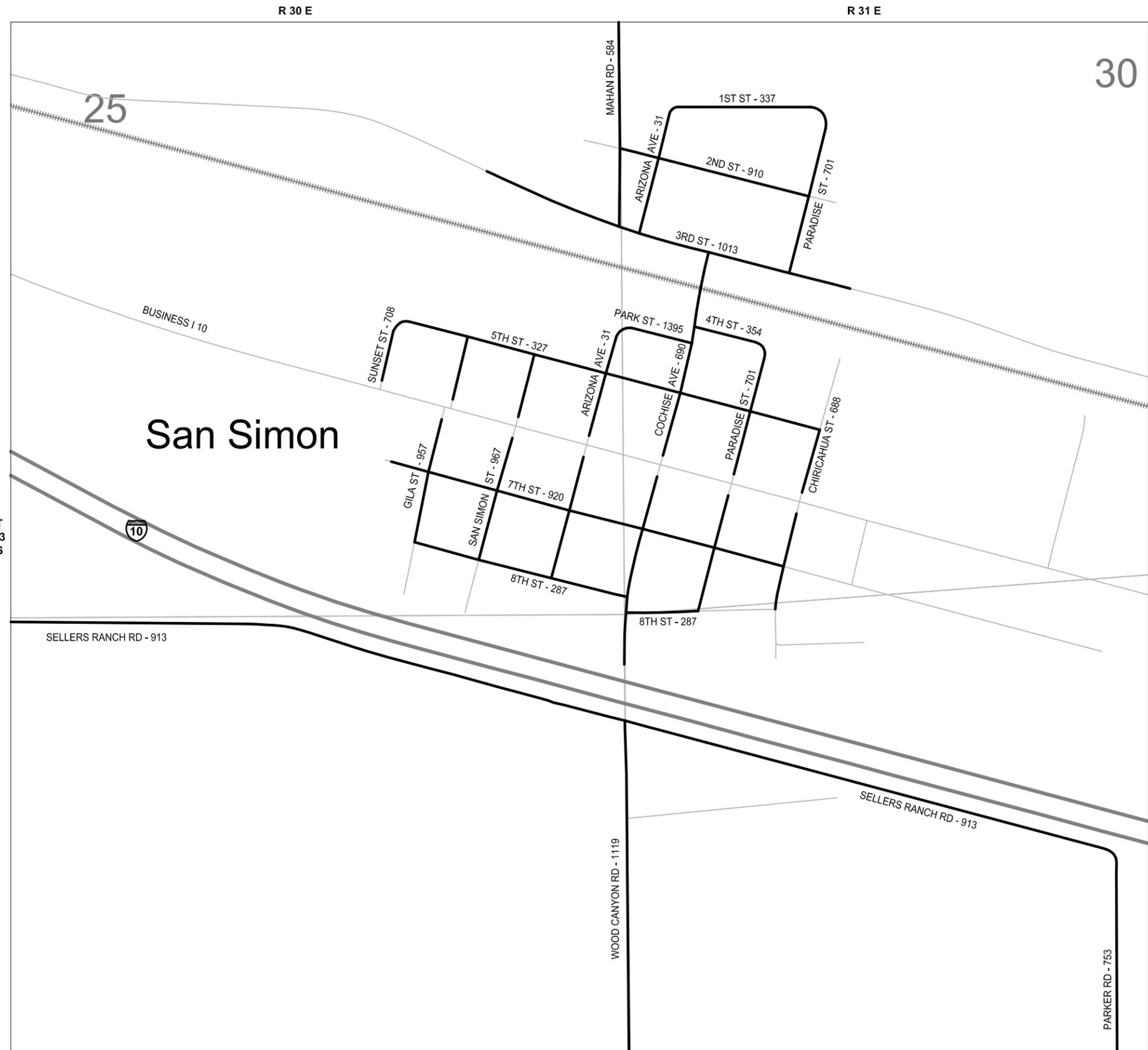
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**NOTES**

1. Map contains a portion of BOS District 3.

**Key Map (See Page 1)**





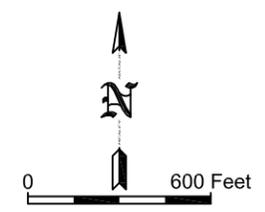
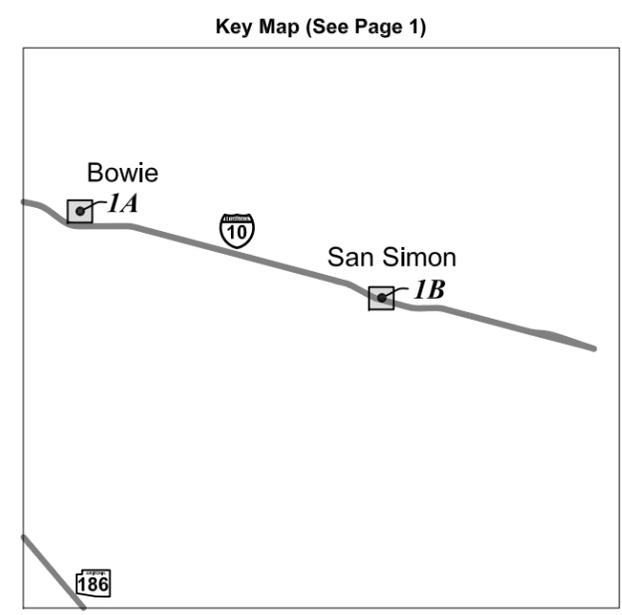
- Interstate, Highway, or State Route
- Maintained Road
- Railroad
- Road

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

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T  
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S

FORT GRANT RD - 1129

HEATHER DR - 1580

MACDONALD DR - 1579

CAMERON DR - 1578

SHELL DR - 1581

MACDULLA DR - 1577

BONNY DR - 1576

08

R 24 E



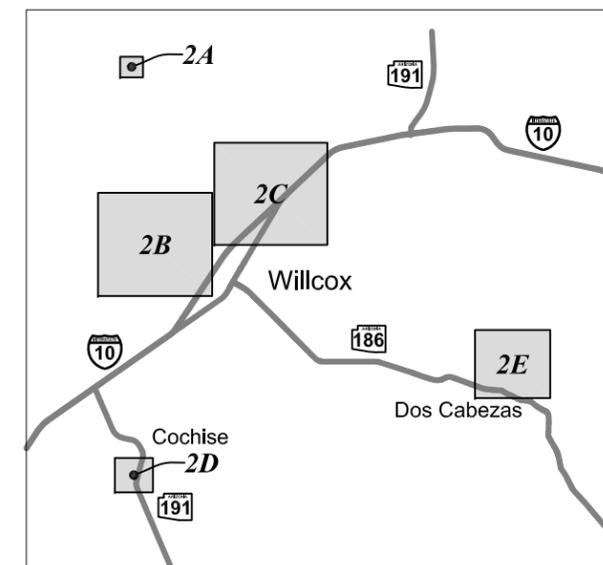
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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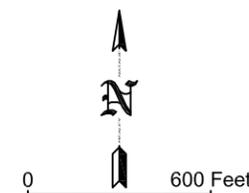
**NOTES**

1. Map contains a portion of BOS District 3.

Key Map (See Page 2)

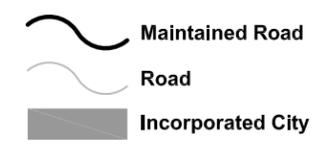


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**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

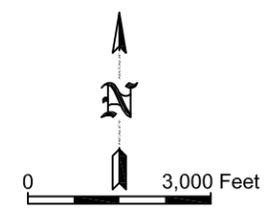
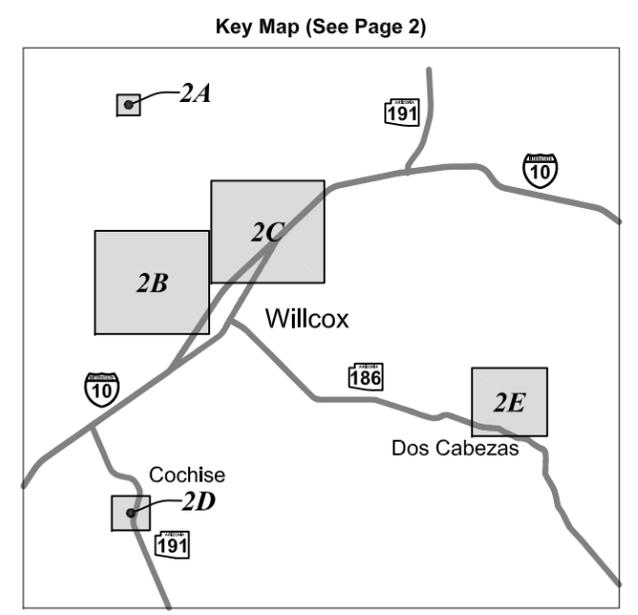


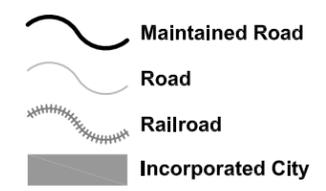
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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**NOTES**

1. Map contains a portion of BOS District 3.



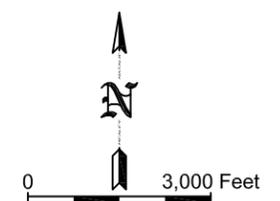
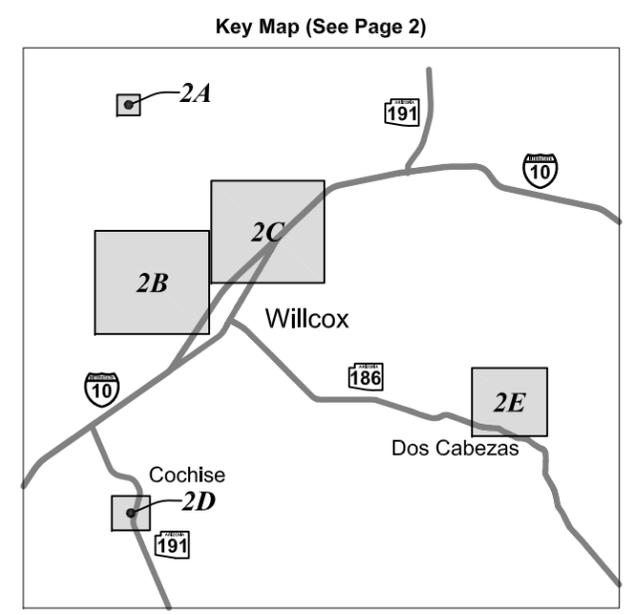


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

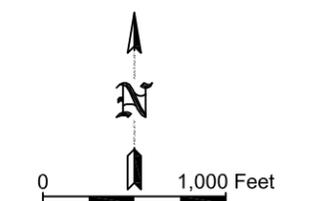
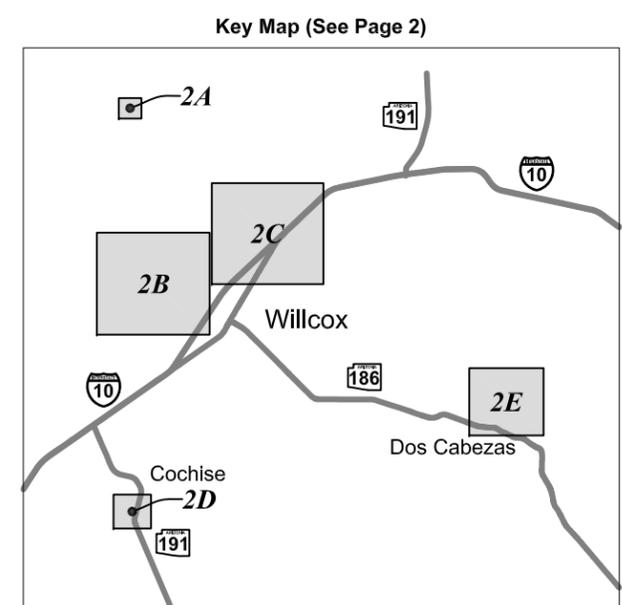


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
 Highway & Floodplain Div.  
 Nov 2016

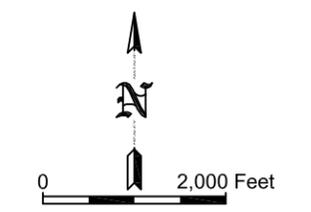
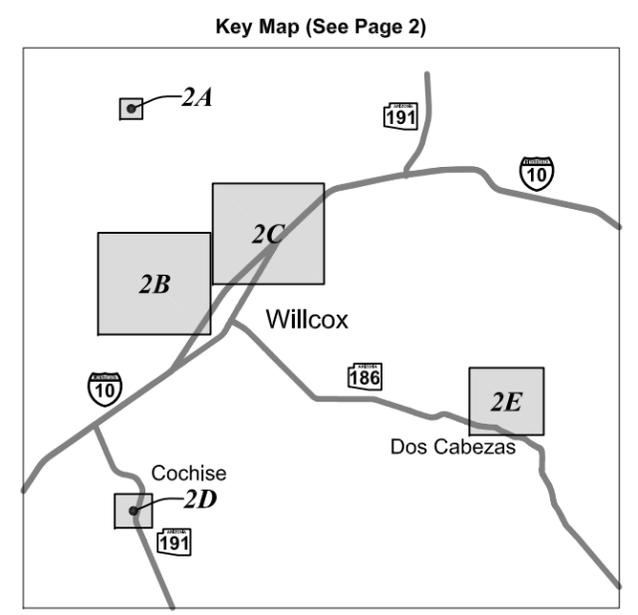


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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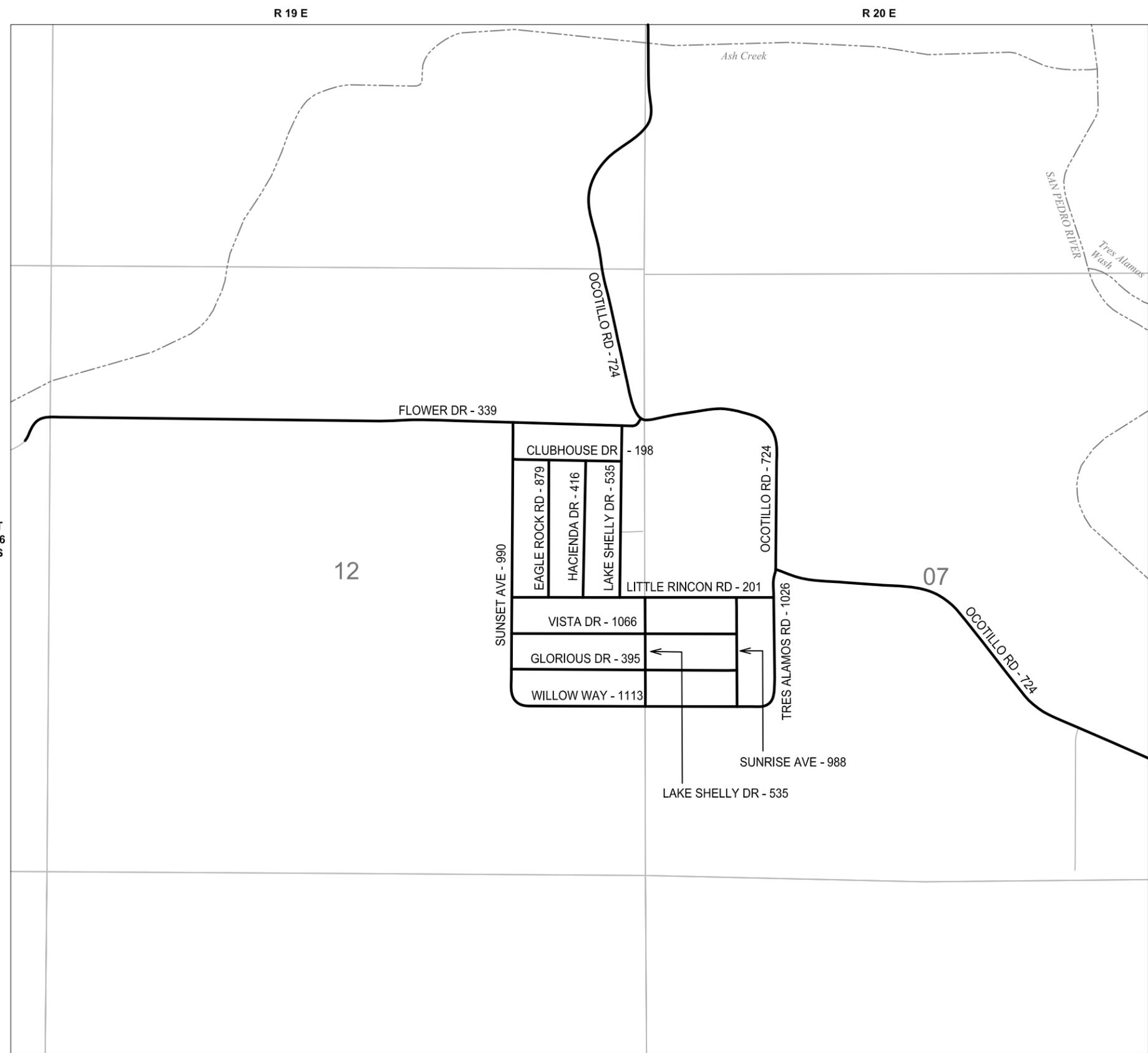
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



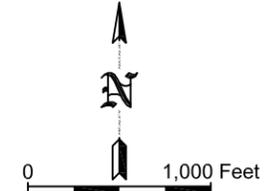
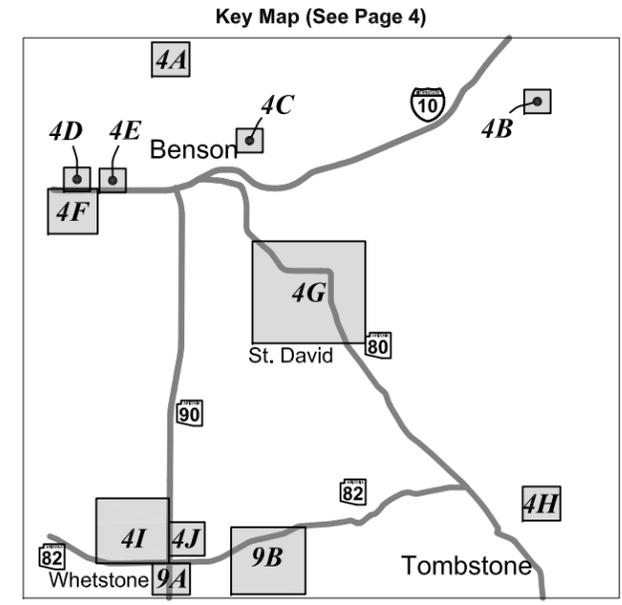
Maintained Road  
Road

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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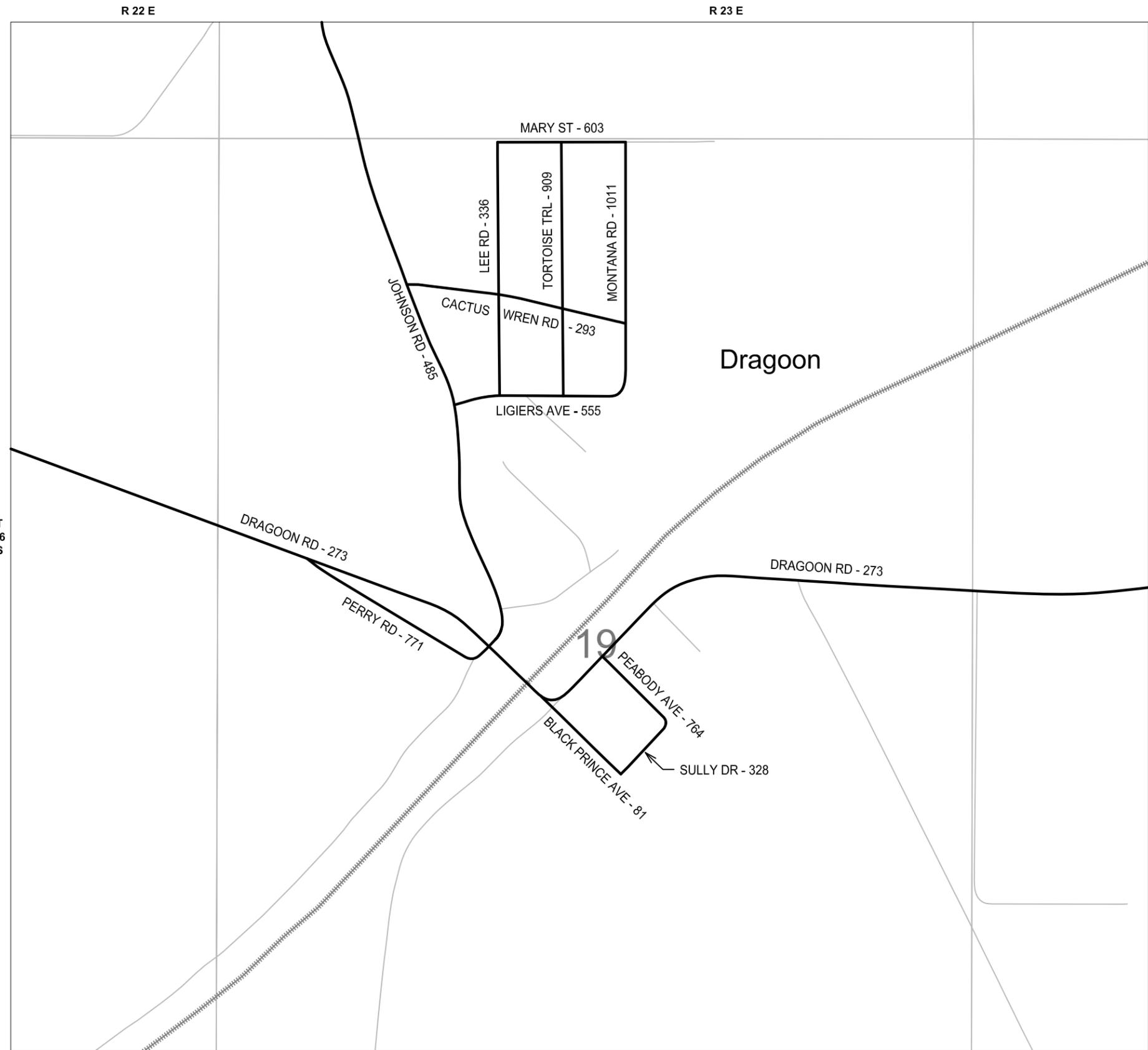
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

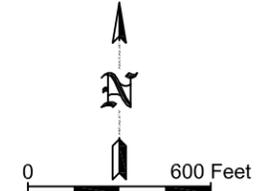
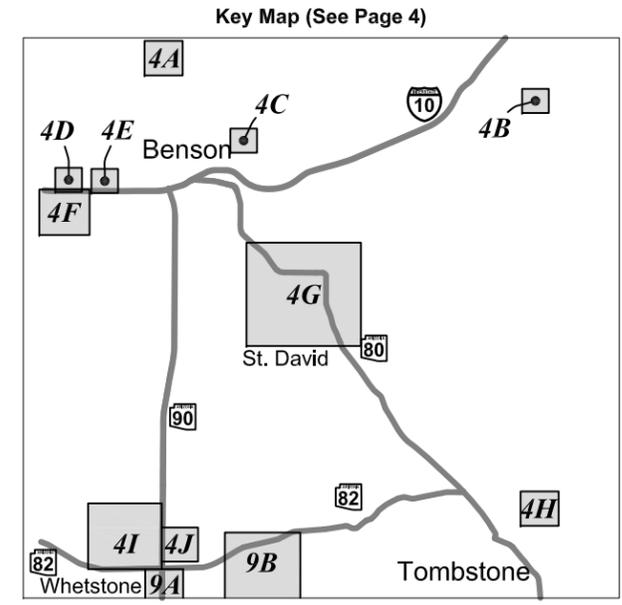


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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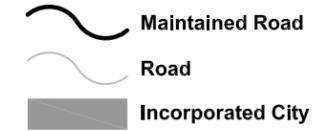
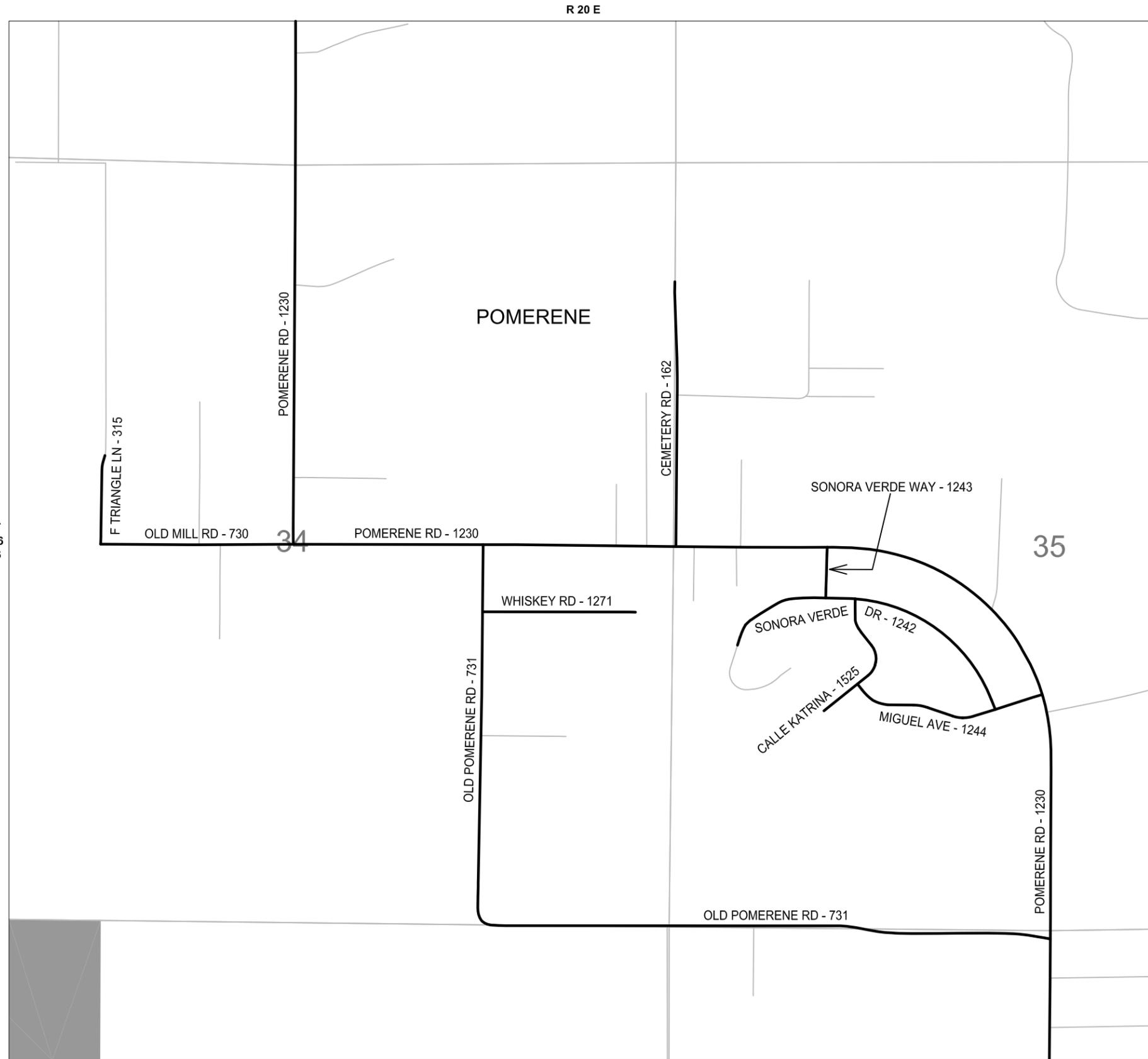
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

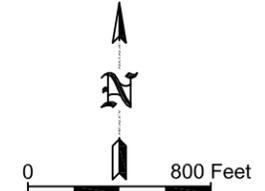
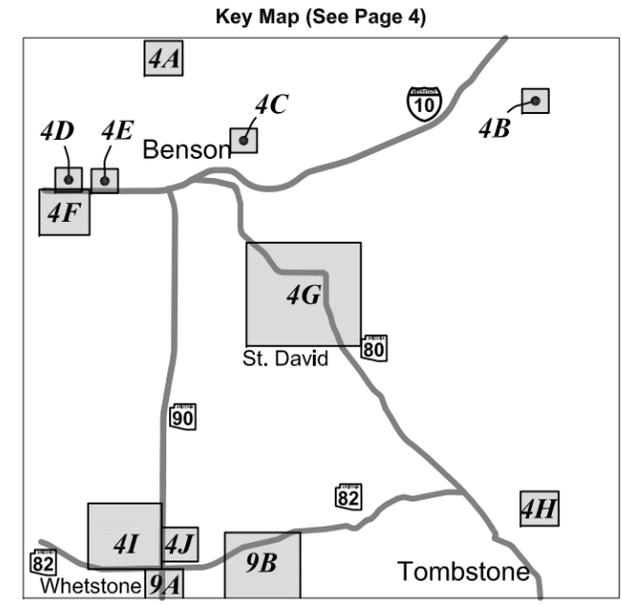


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

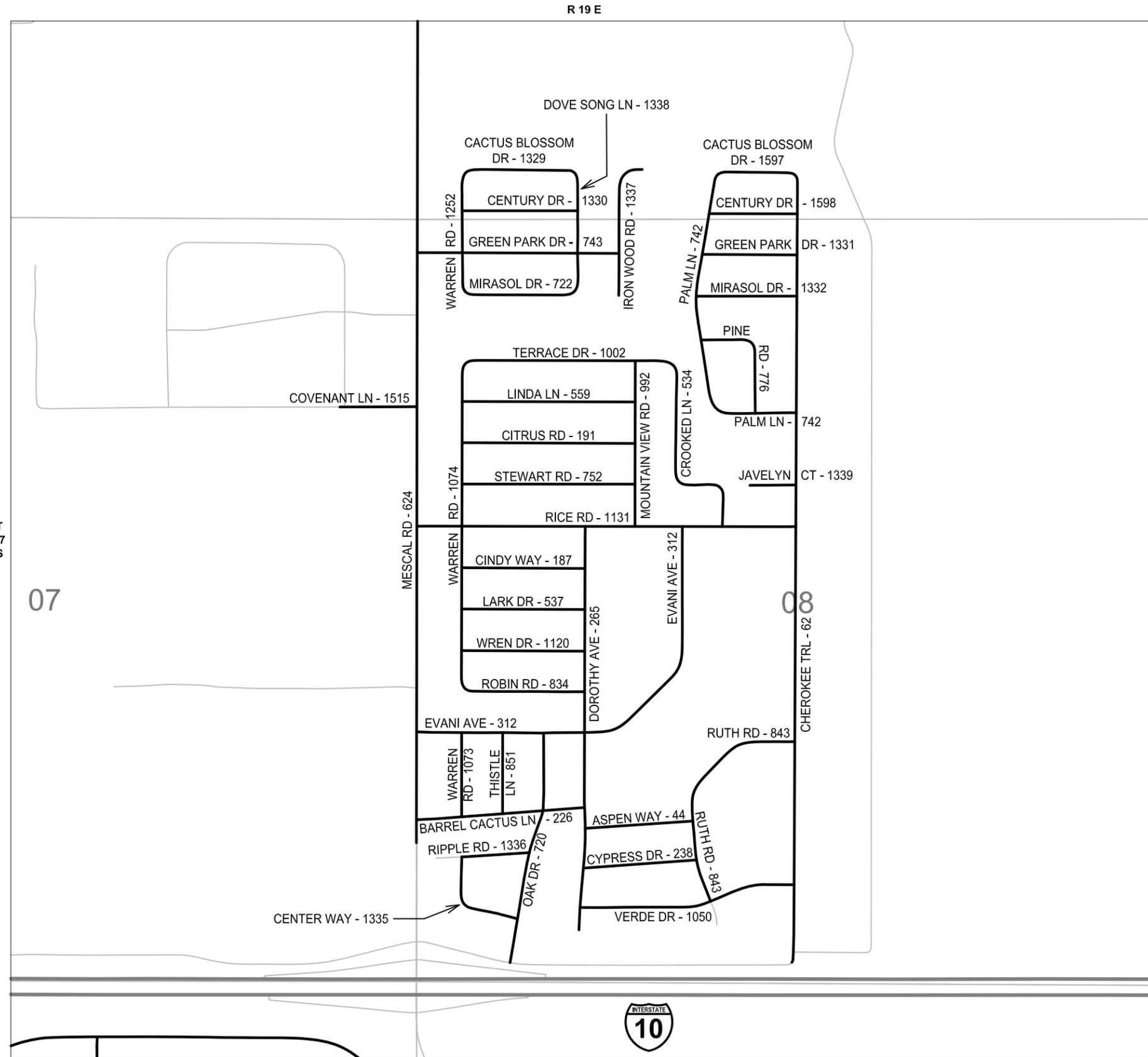
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

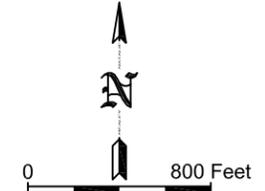
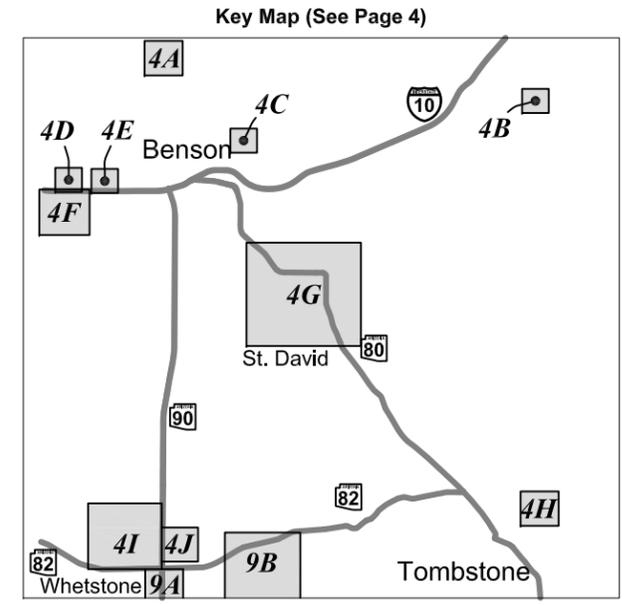


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

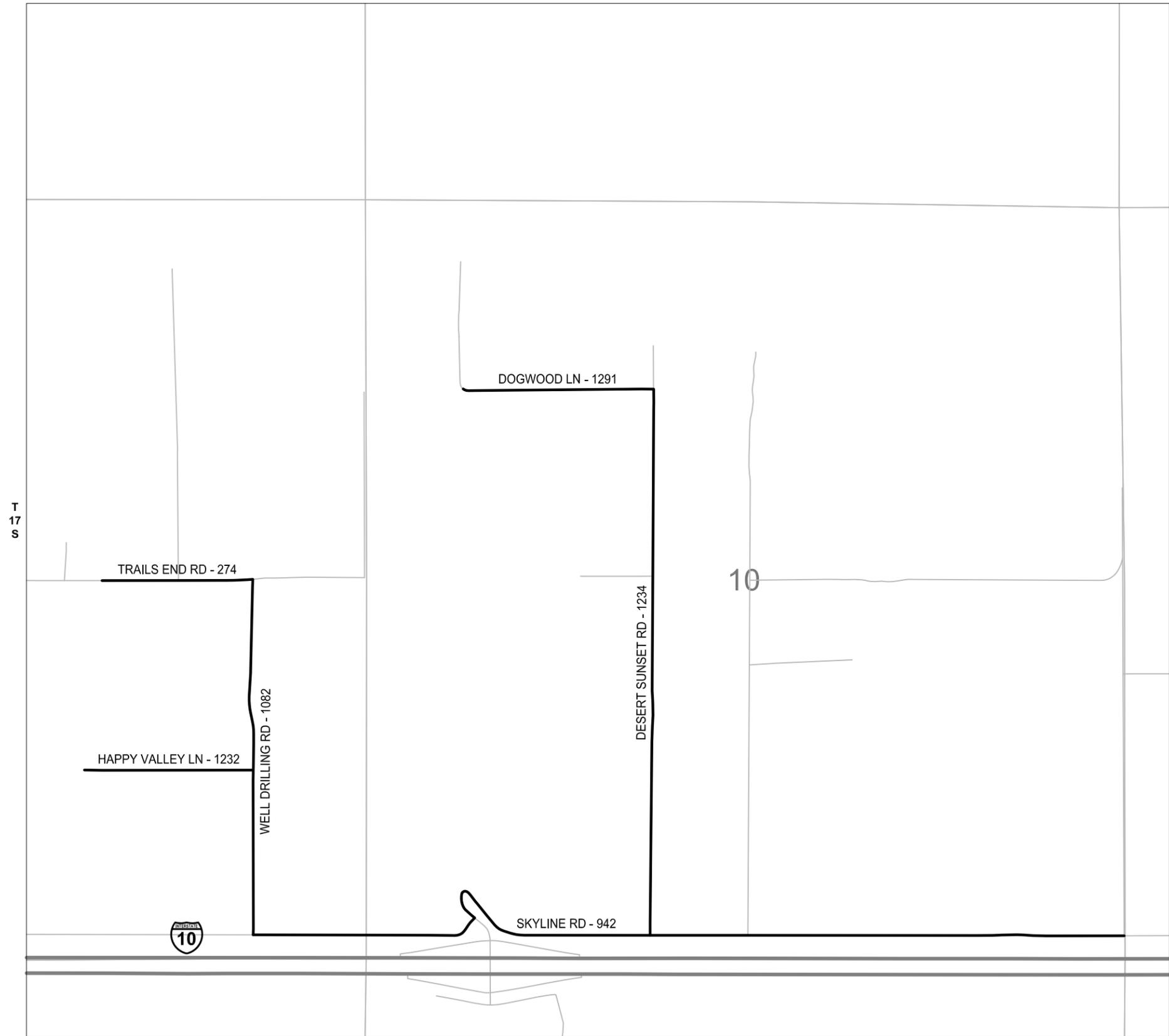
1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

R 19 E



R 19 E



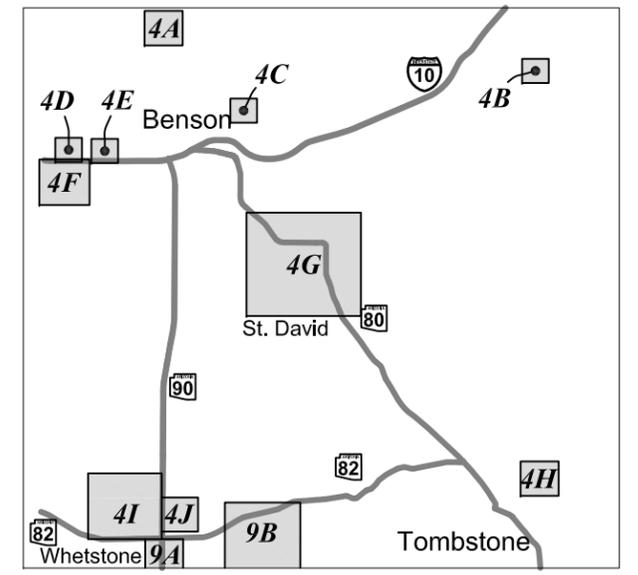
AMENDMENTS

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

NOTES

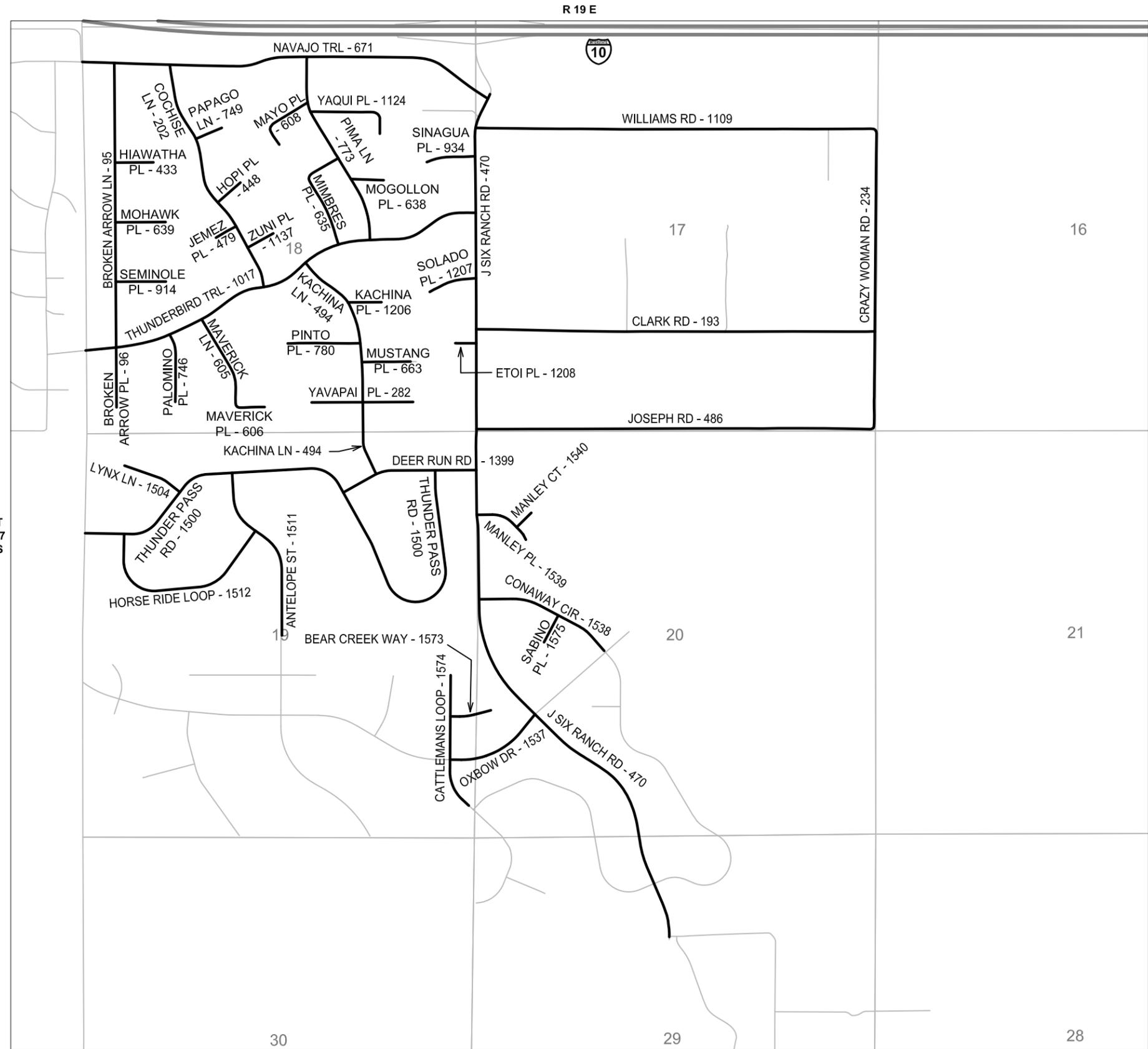
1. Map contains a portion of BOS District 3.

Key Map (See Page 4)



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

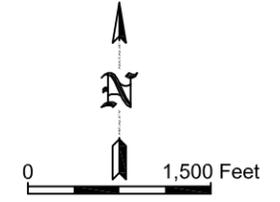
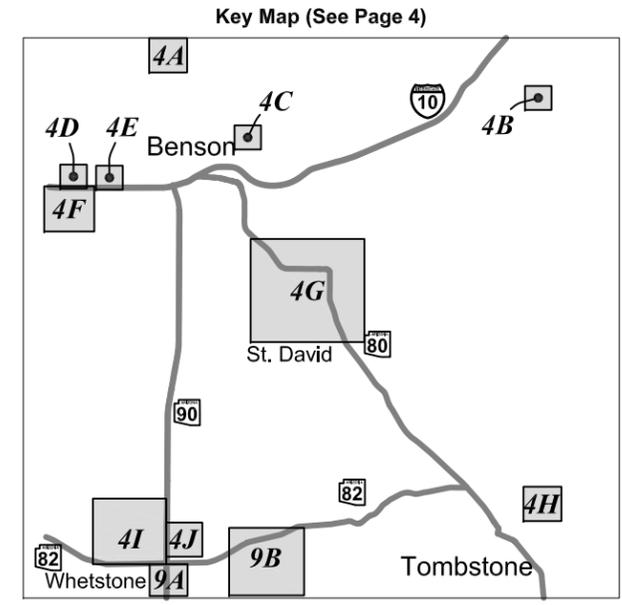


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

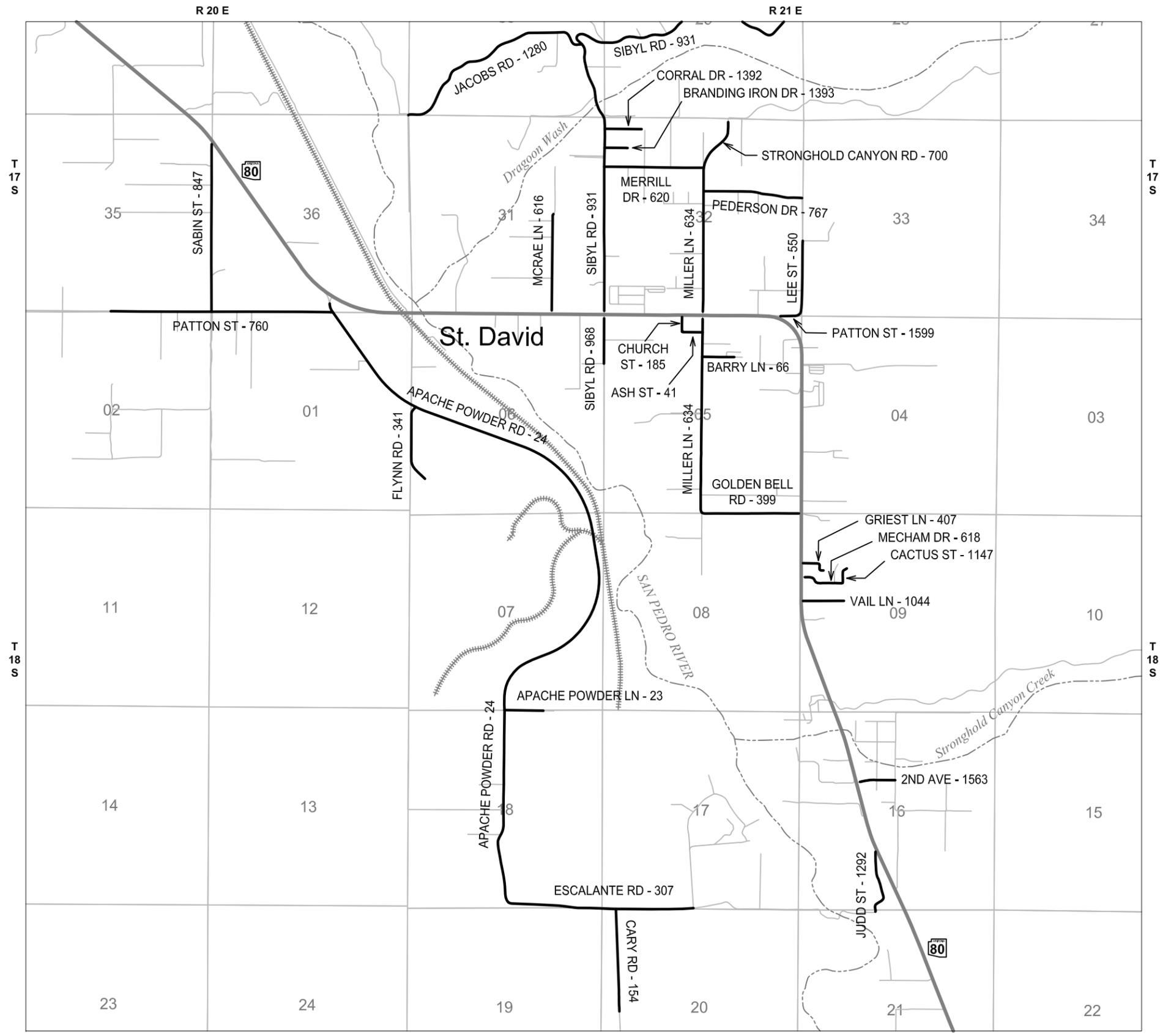
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

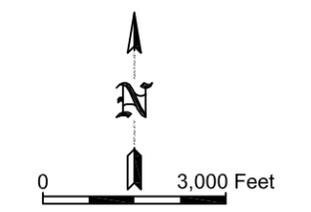
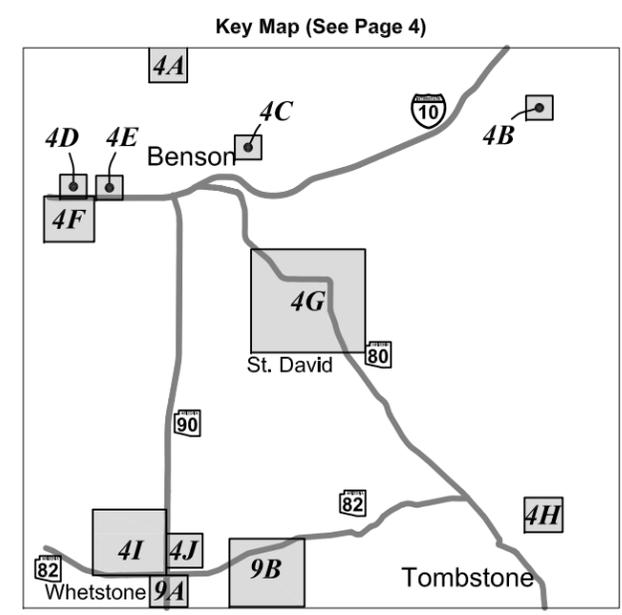


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

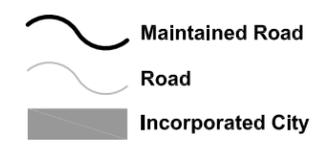
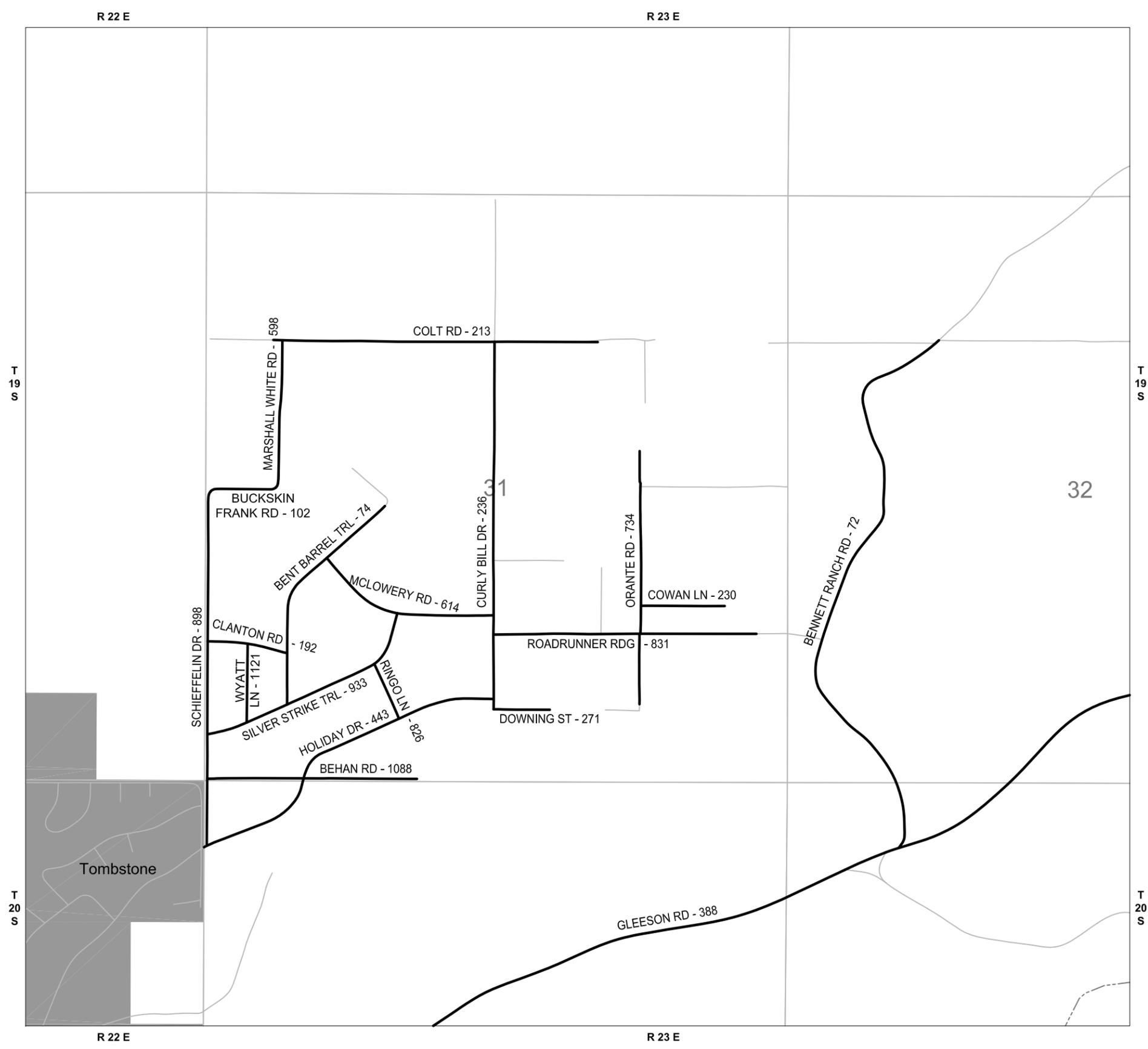
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

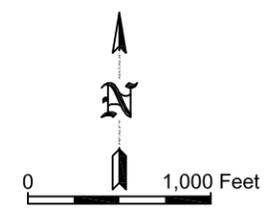
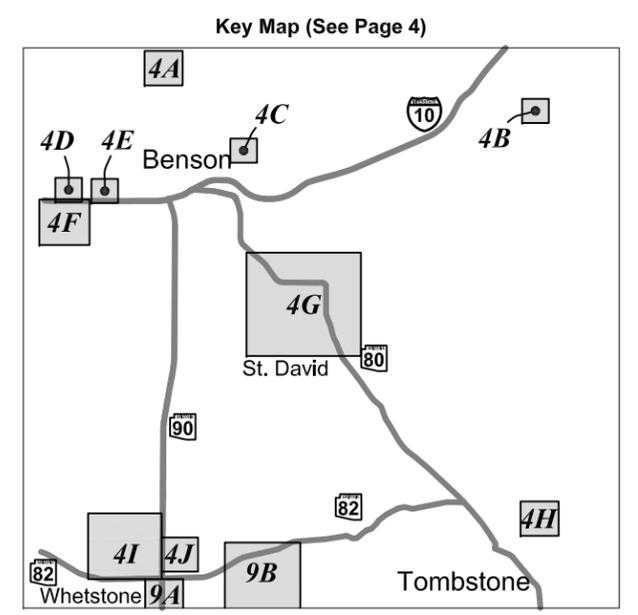


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
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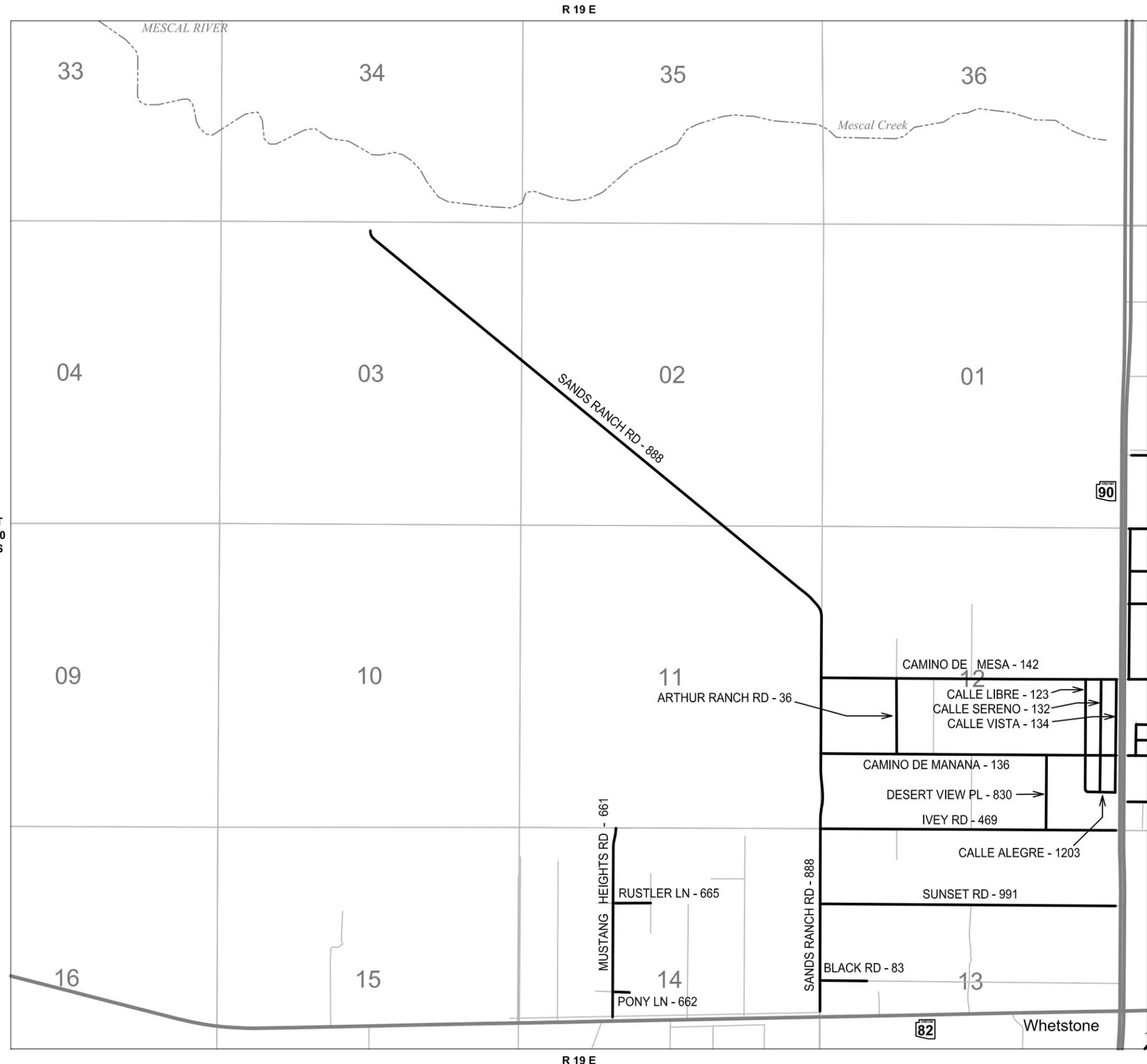
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

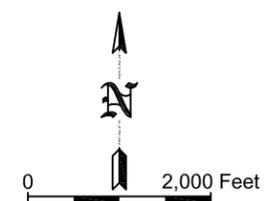
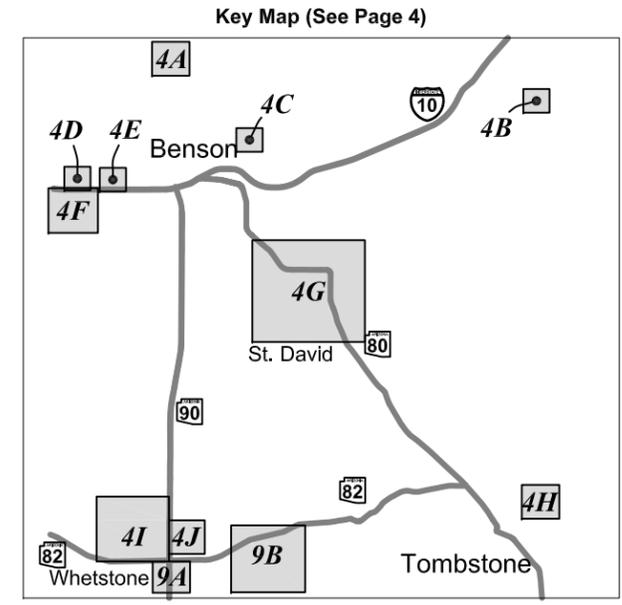


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

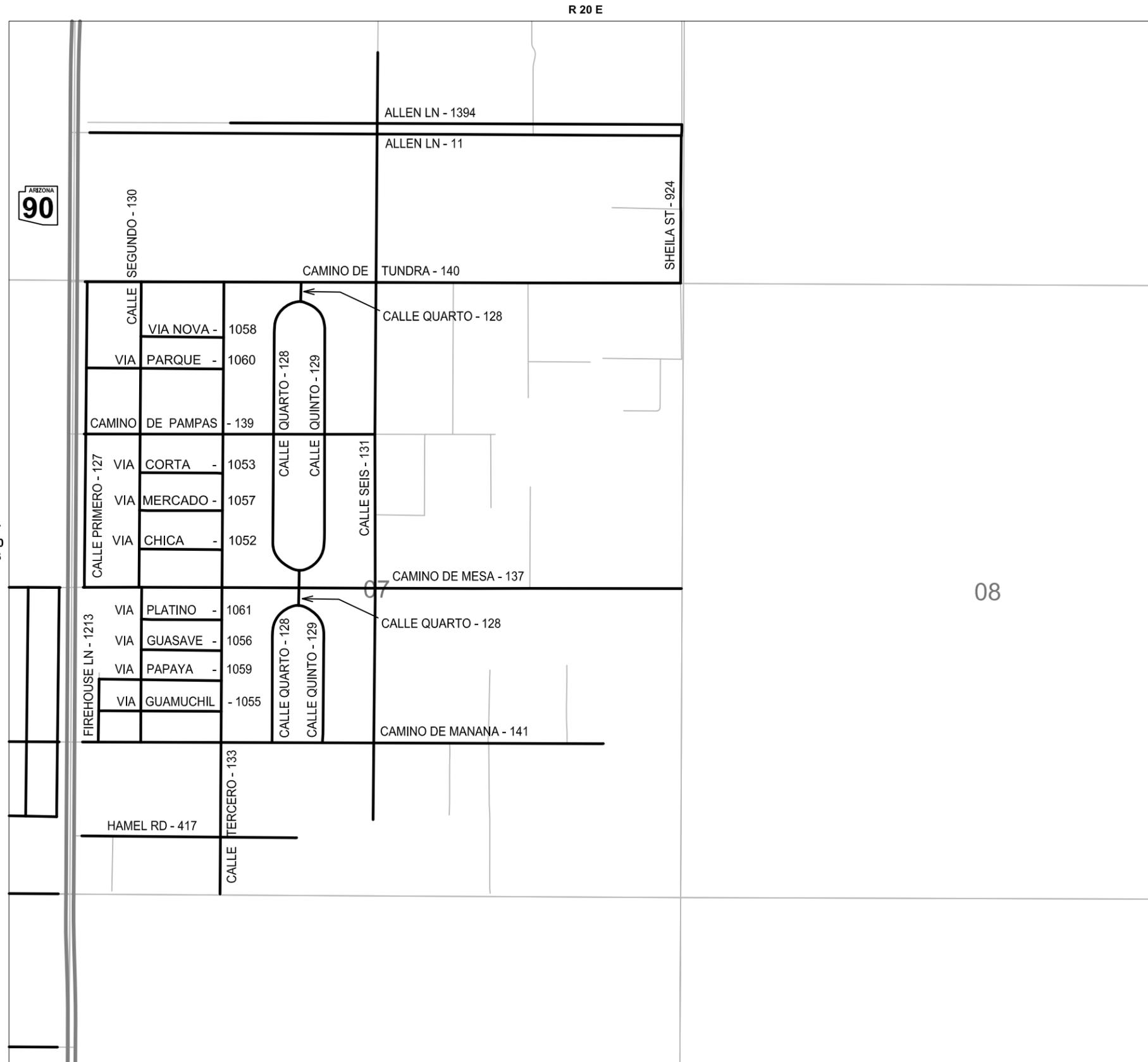
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

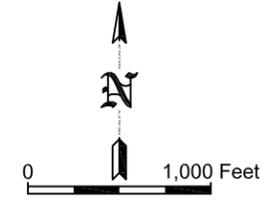
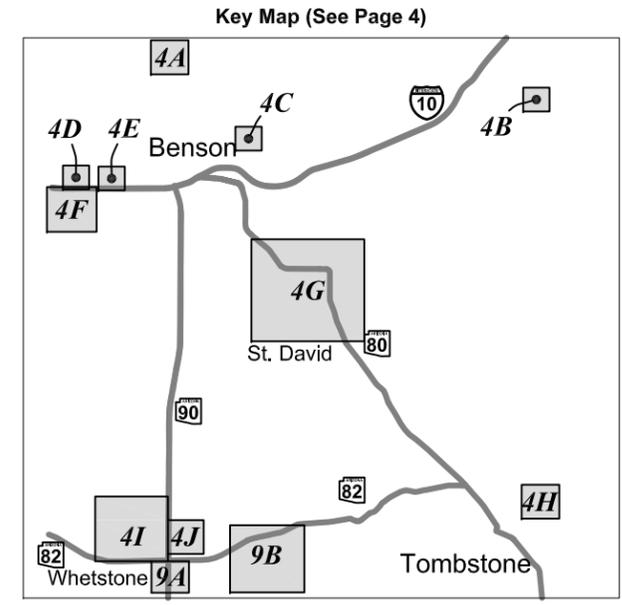


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

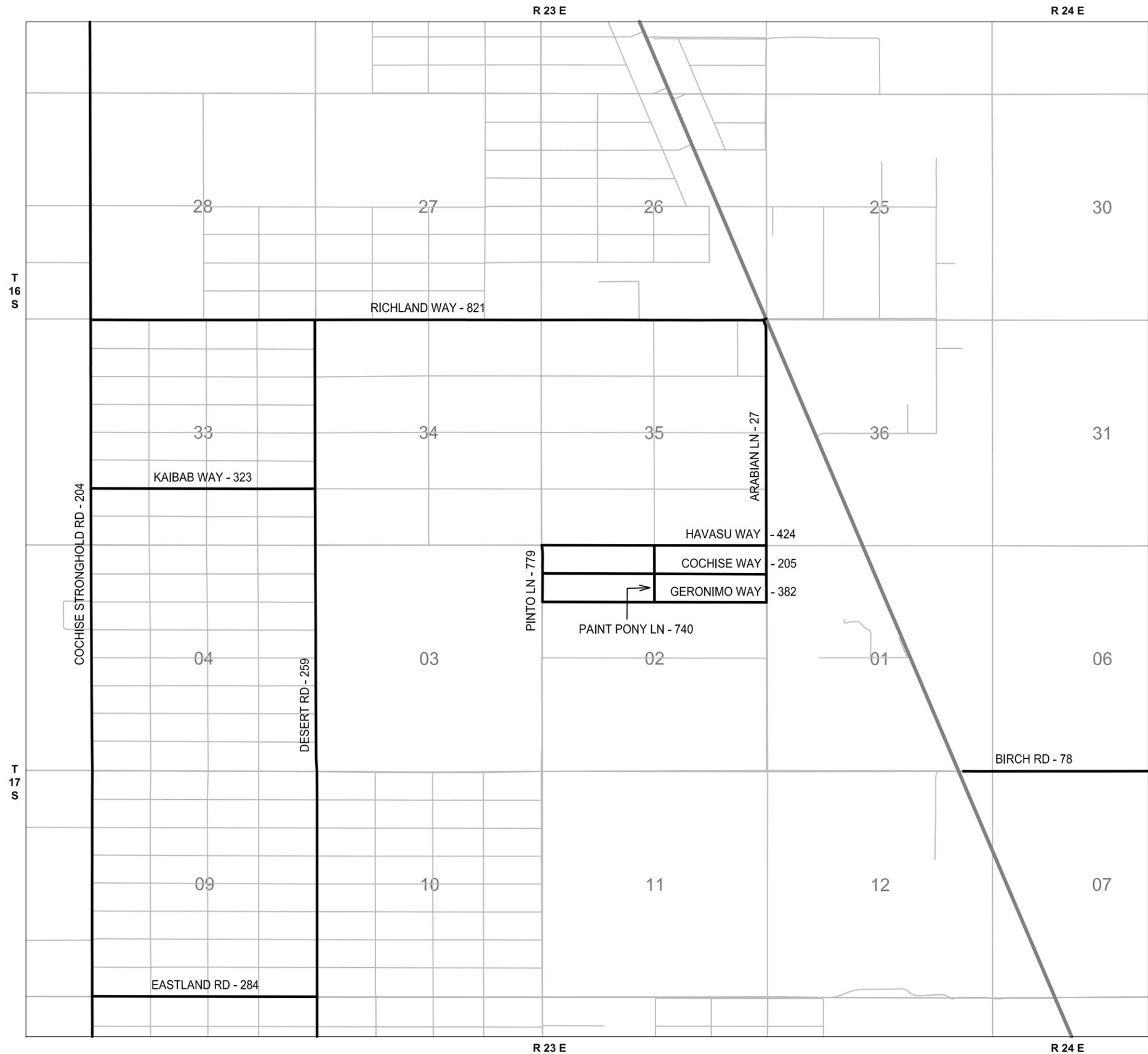
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

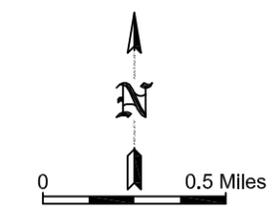
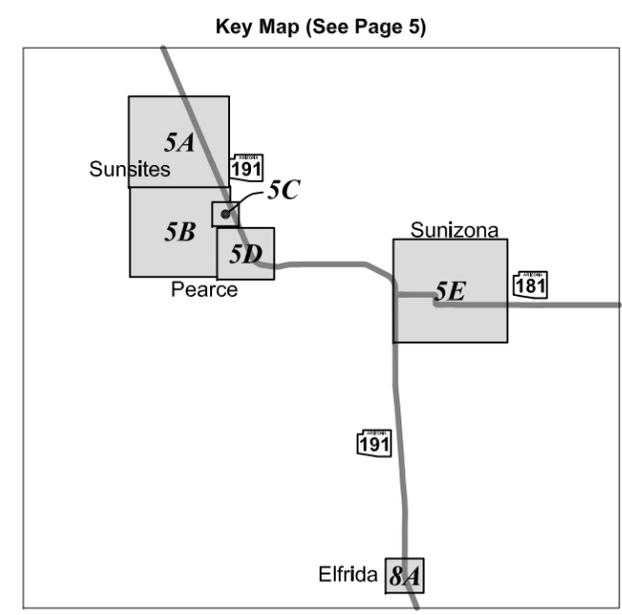


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



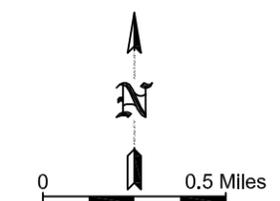
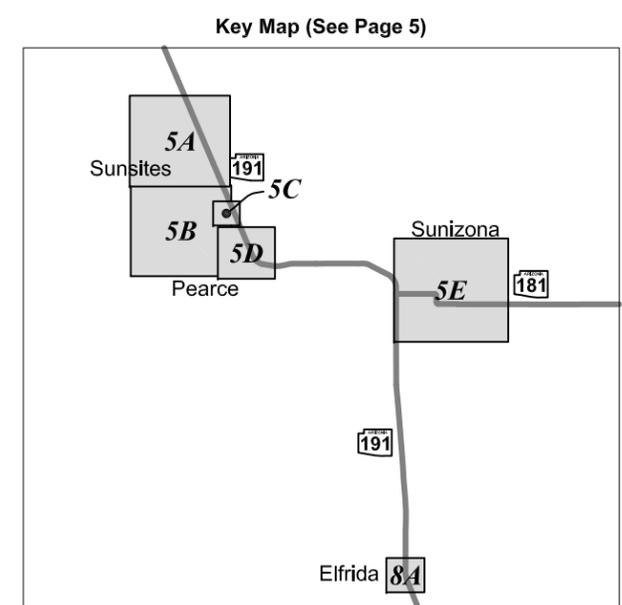
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Page Boundary
- Nat'l Forest/Park

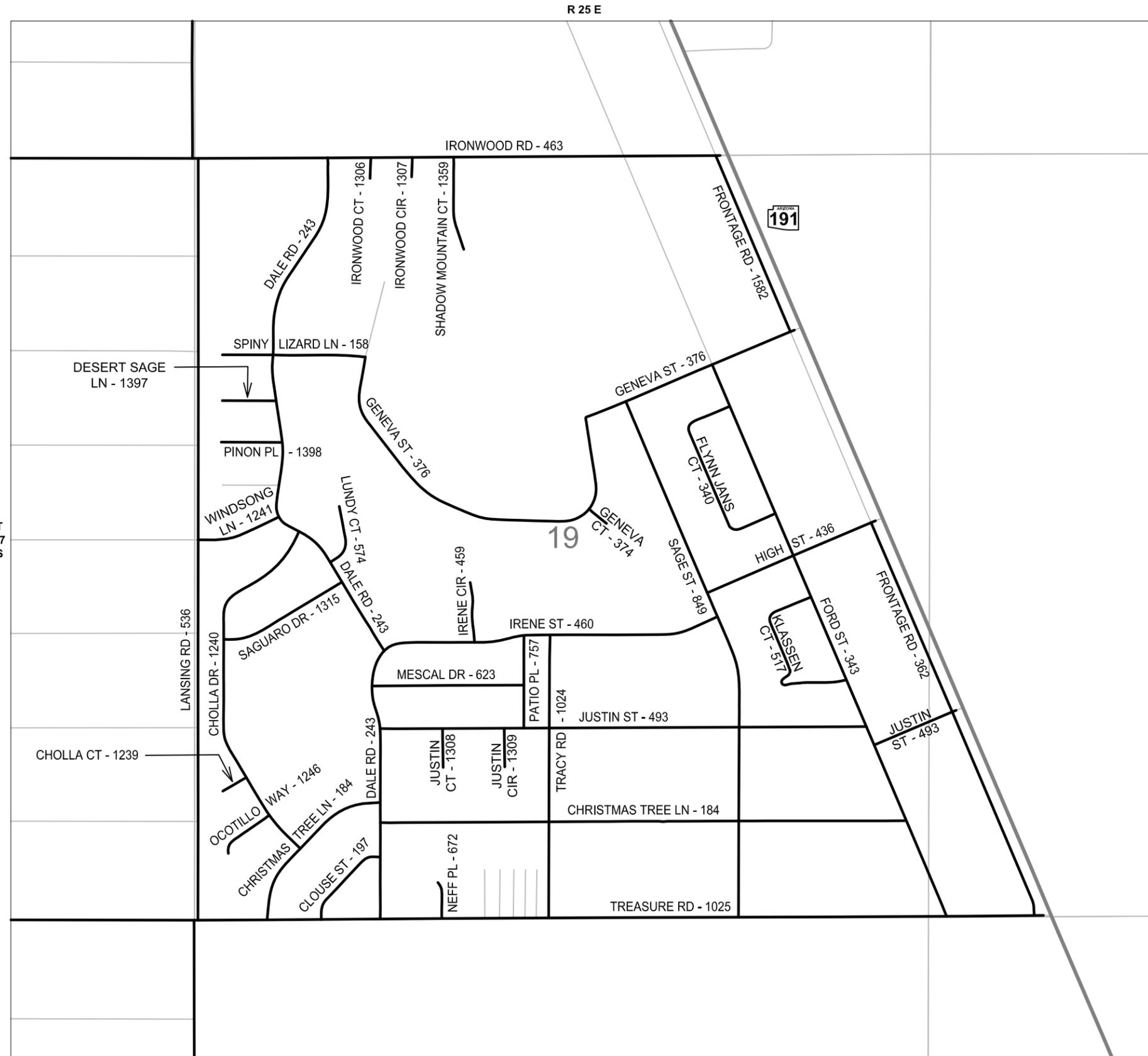
**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 3.





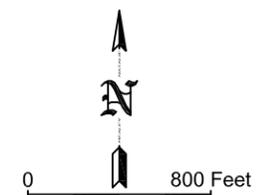
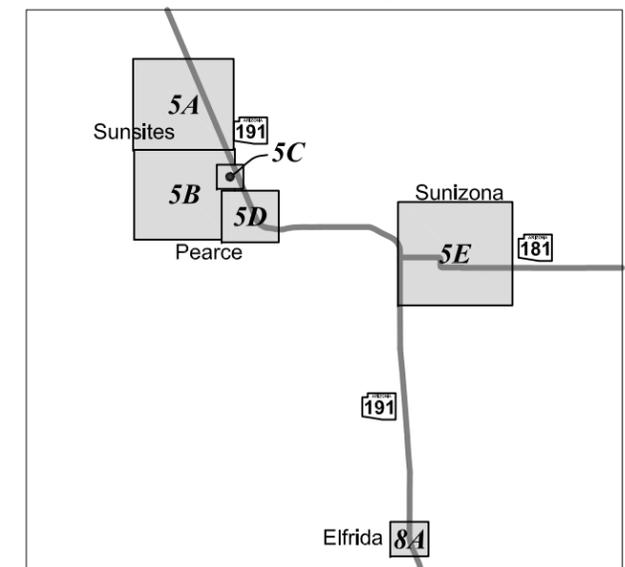
**AMENDMENTS**

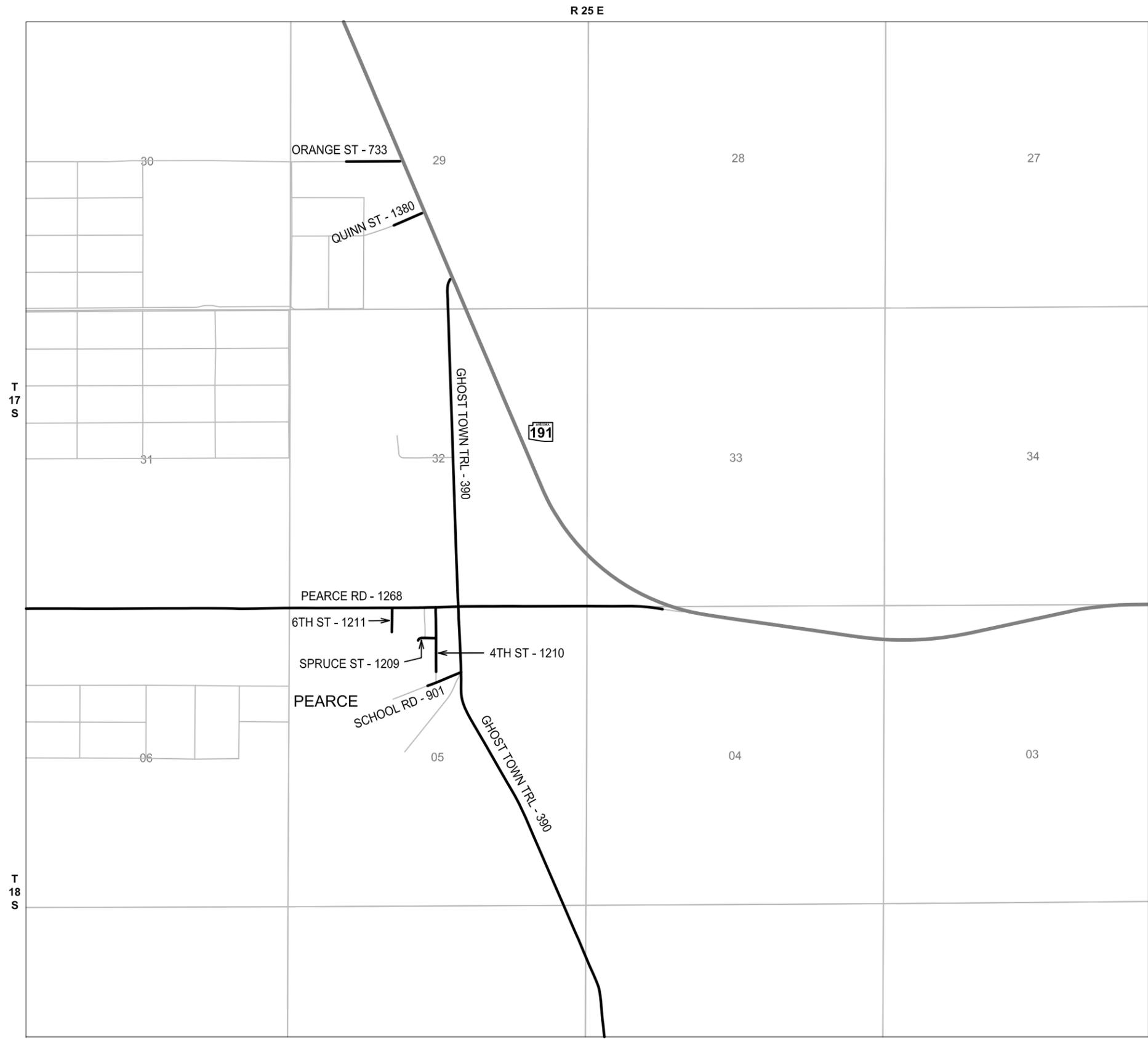
Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

1. Map contains a portion of BOS District 3.

**Key Map (See Page 5)**



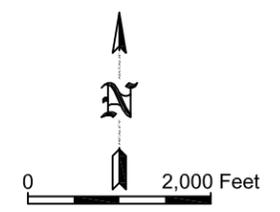
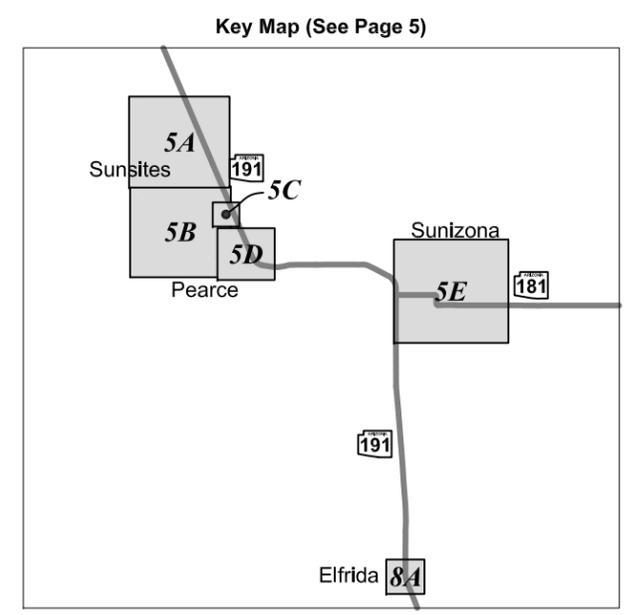


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

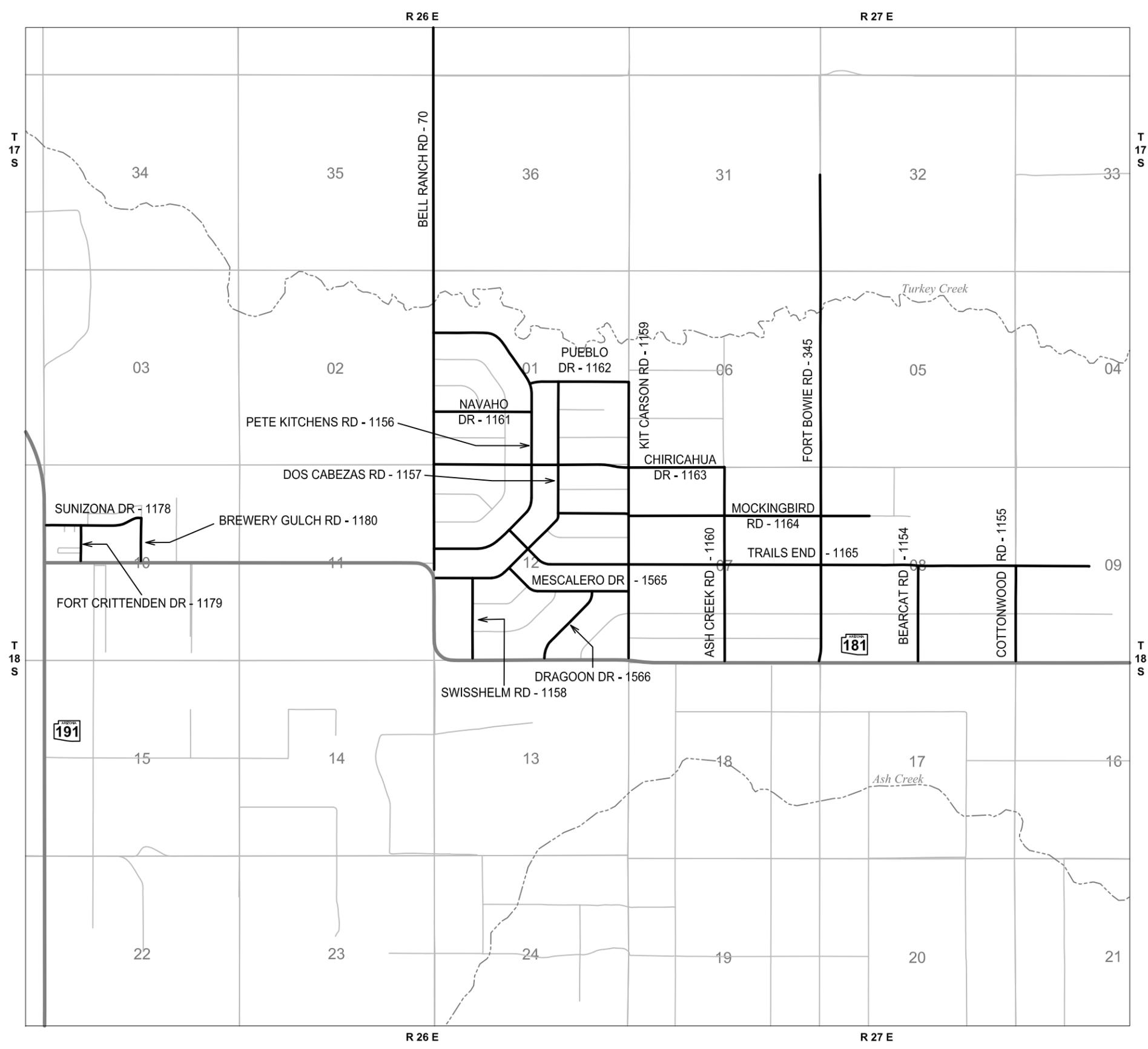
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

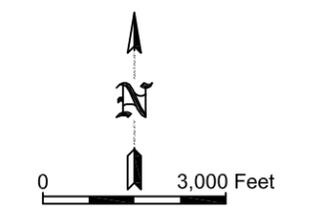
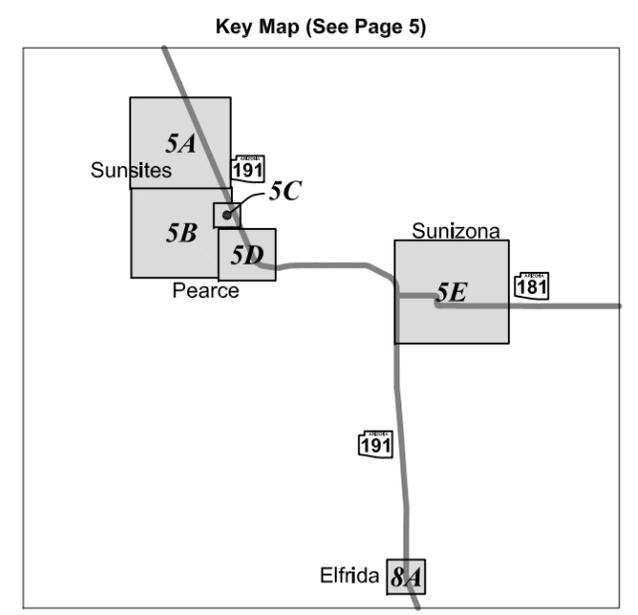


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

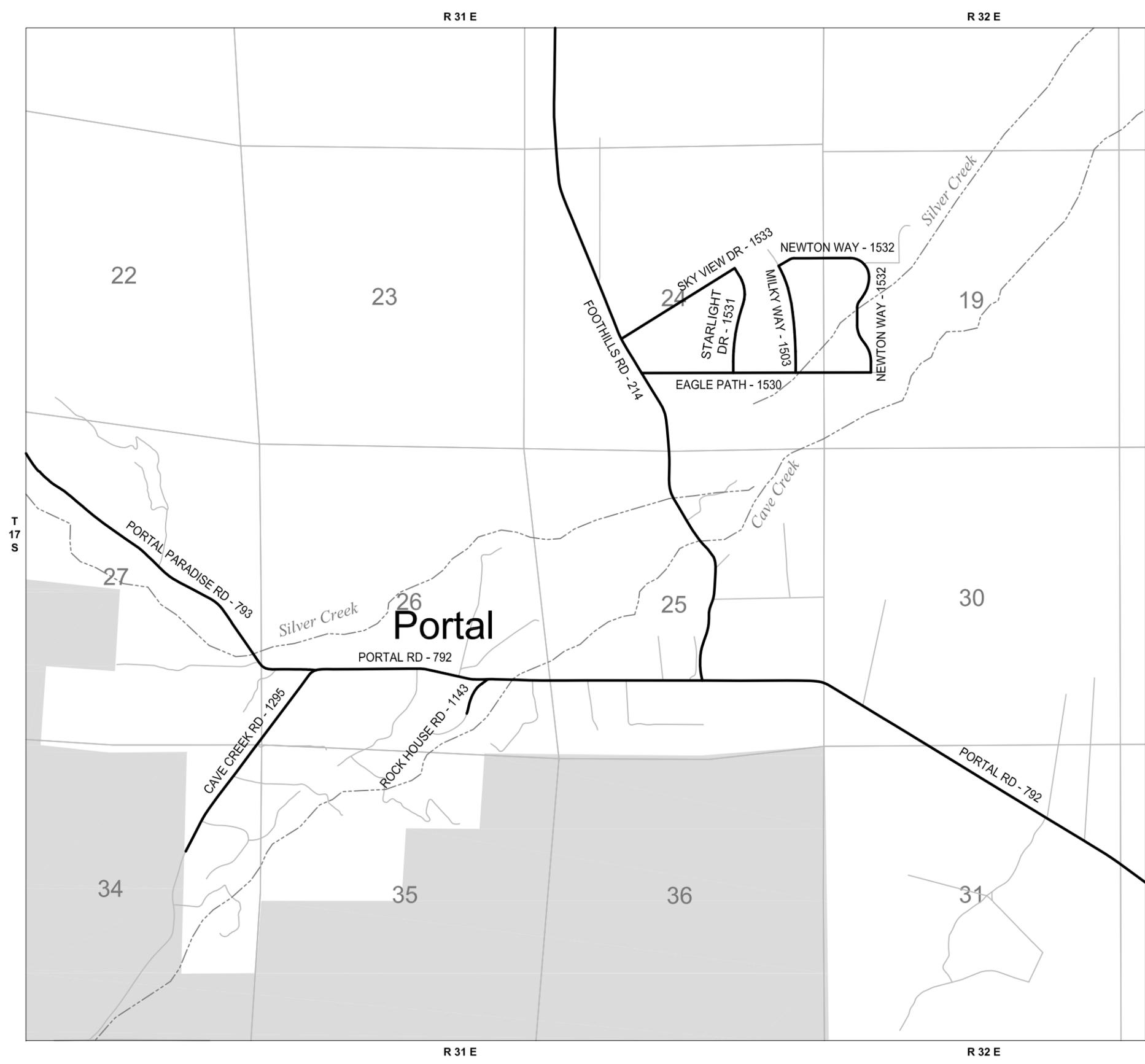
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

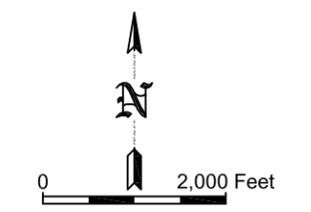
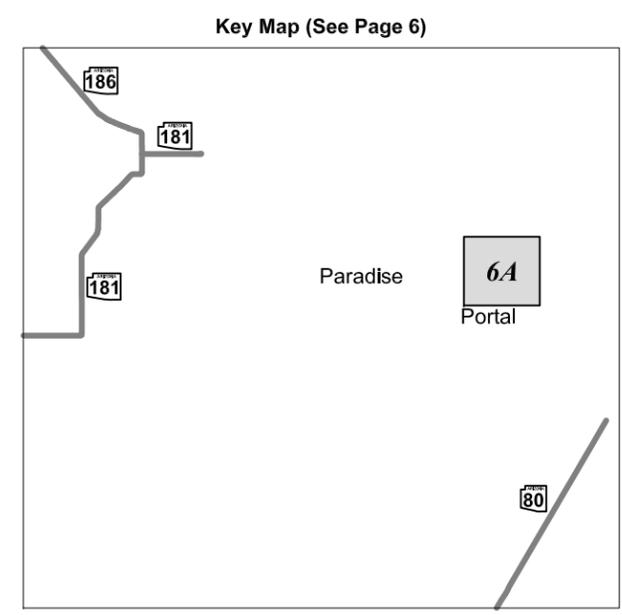


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



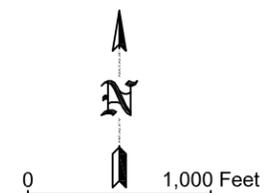
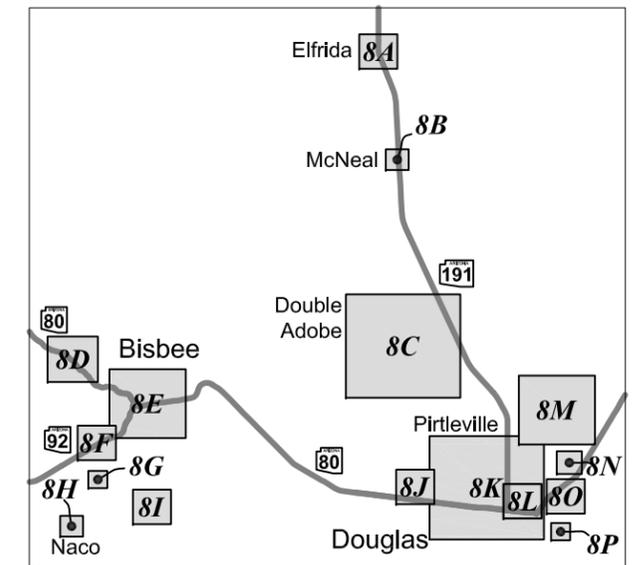
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

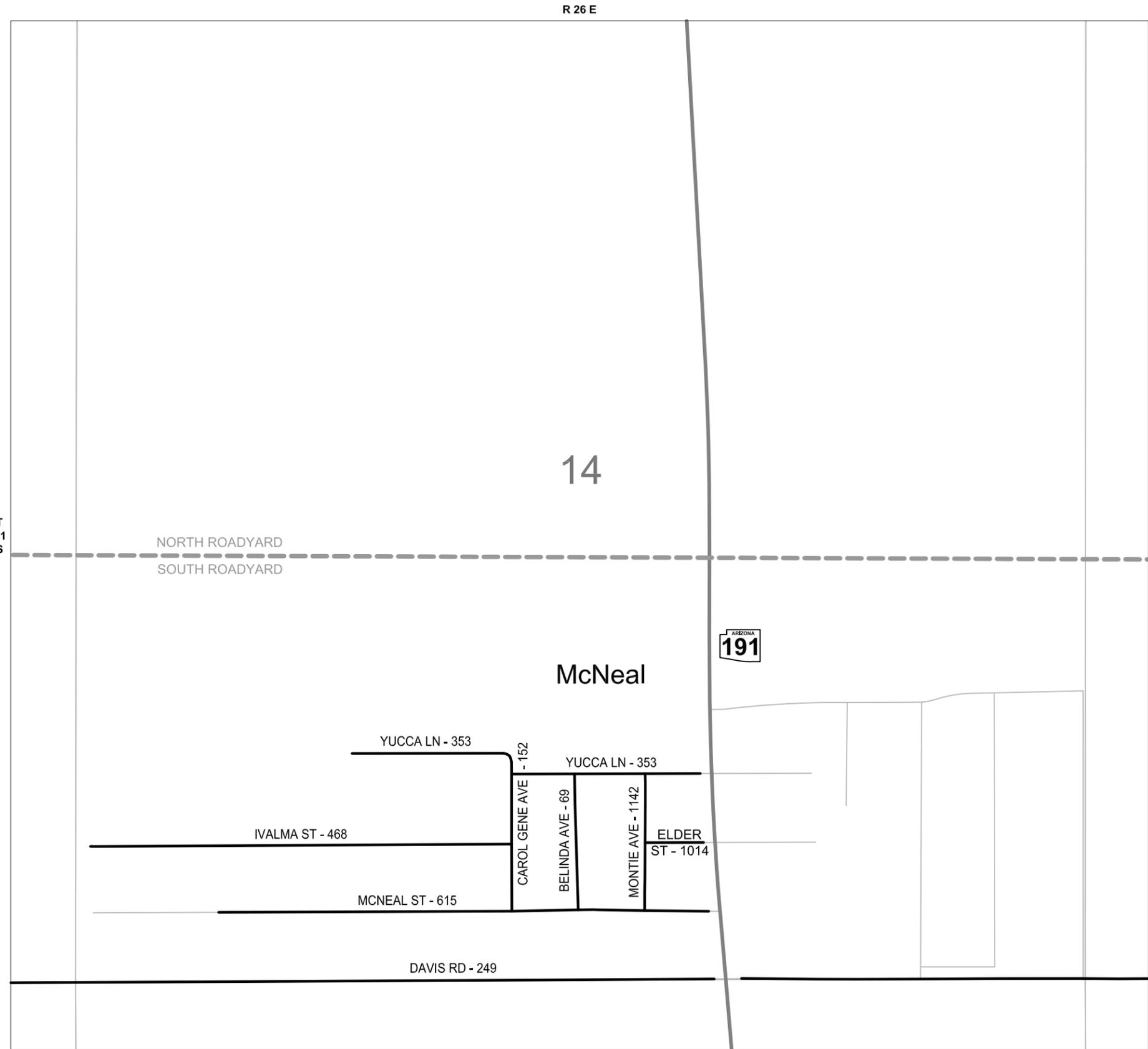
1. Map contains a portion of BOS District 2.

**Key Map (See Page 8)**



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

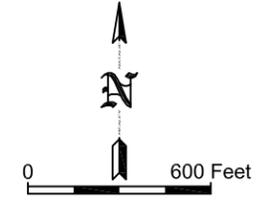
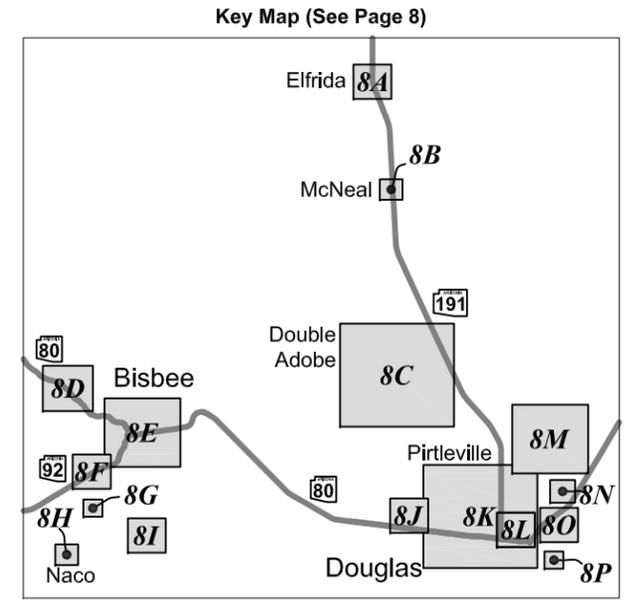


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

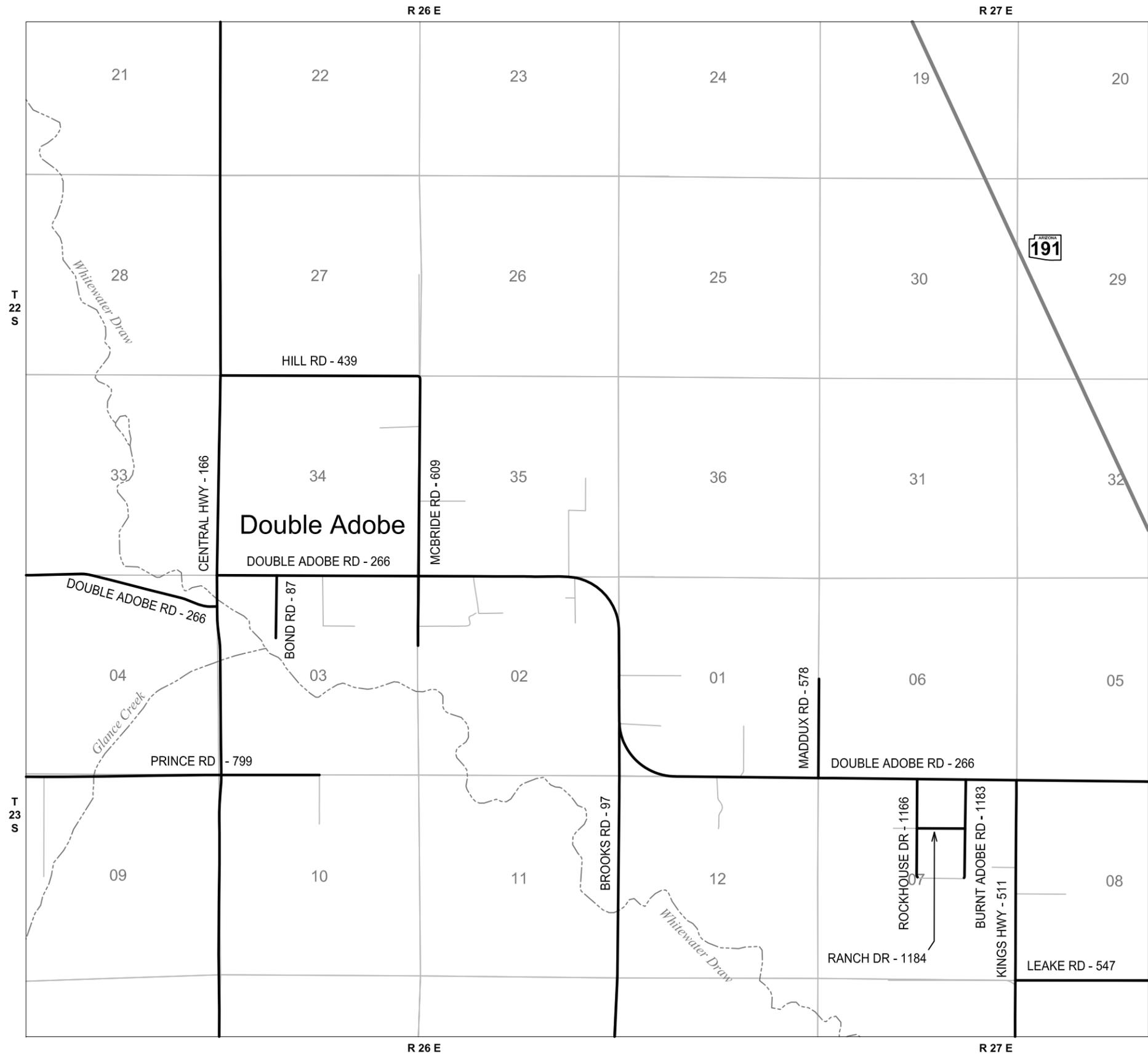
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

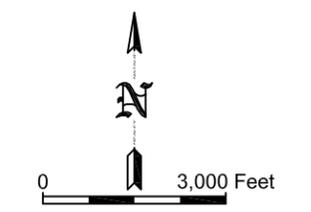
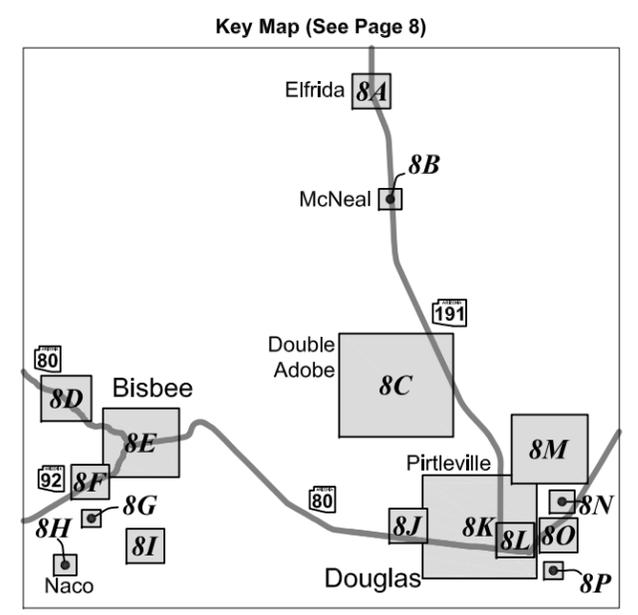


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

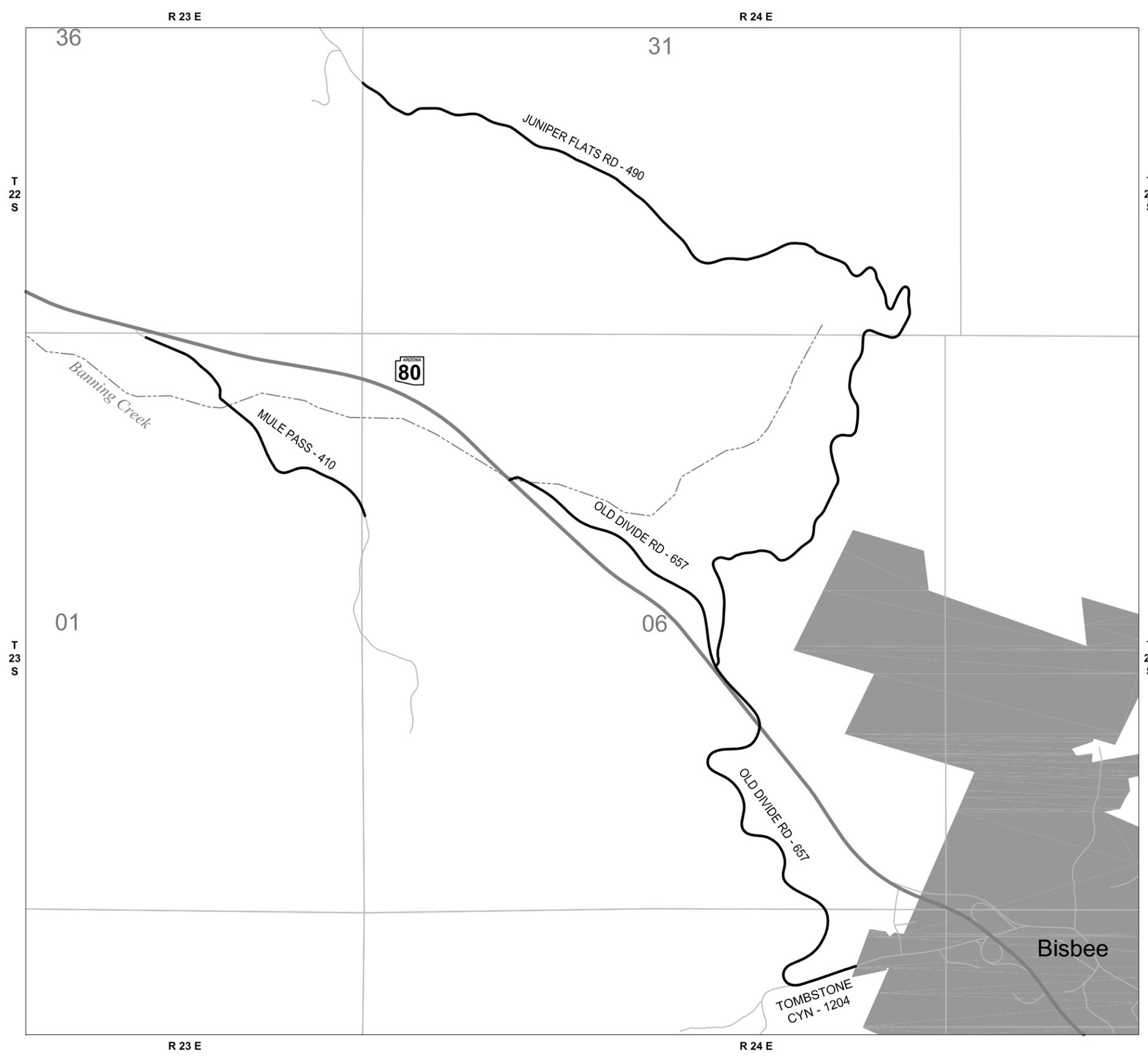
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

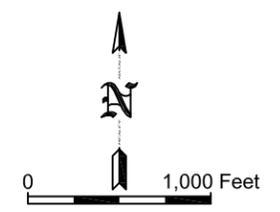
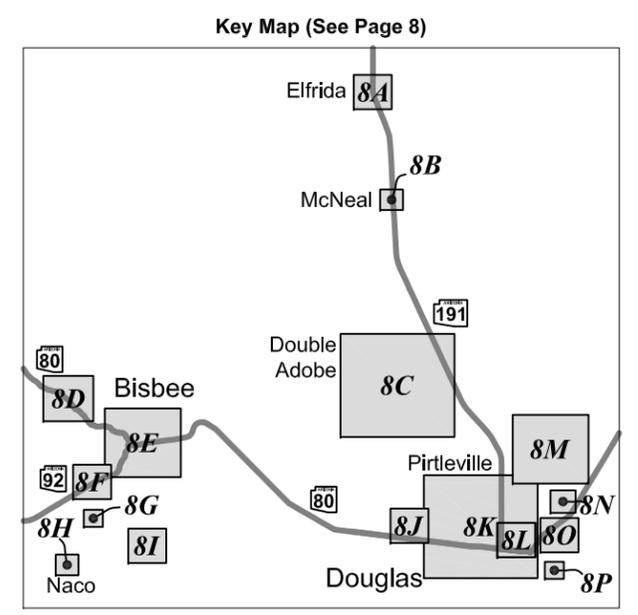


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

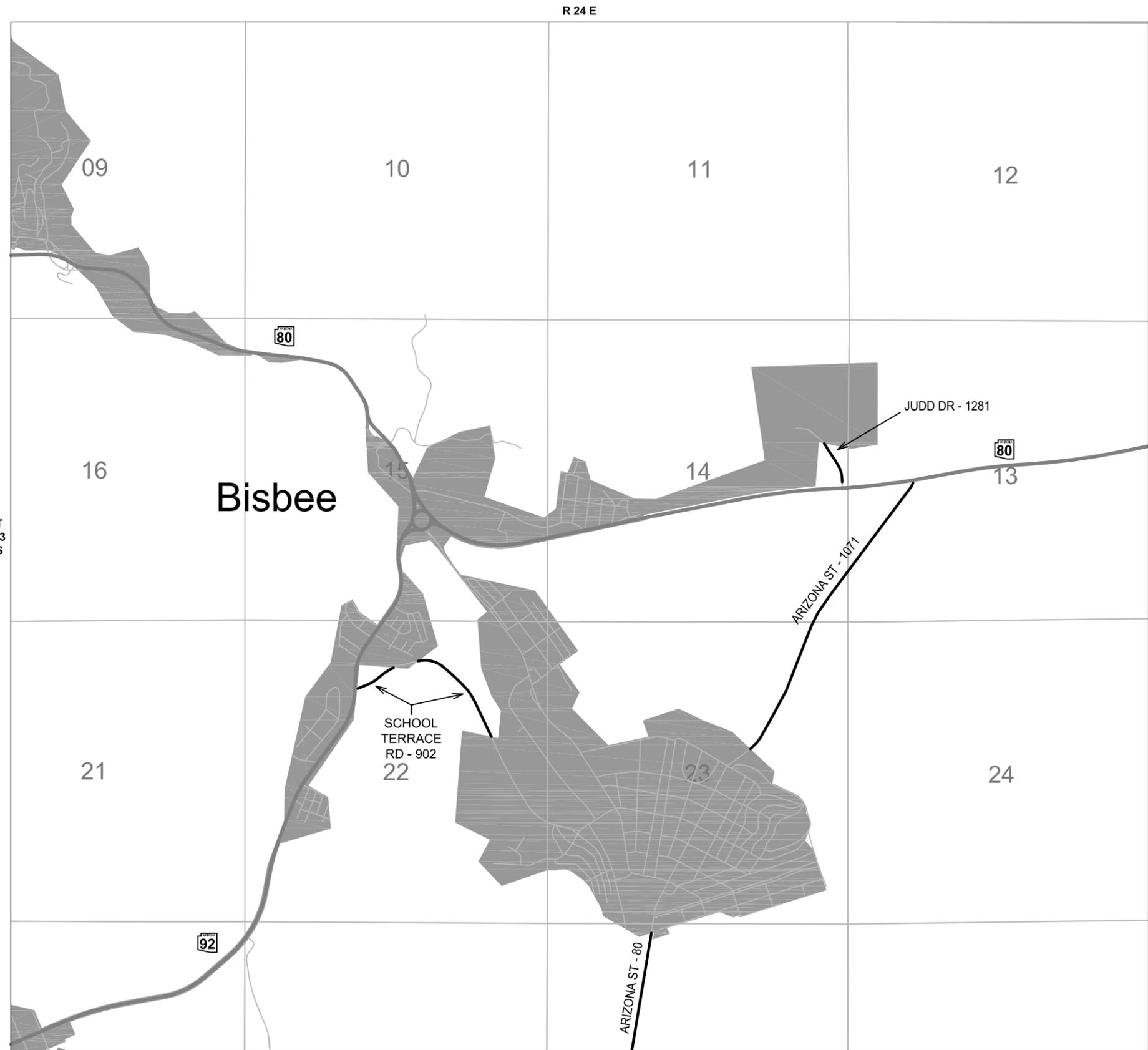
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

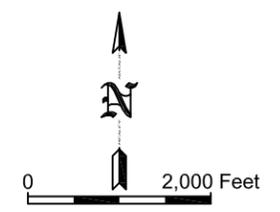
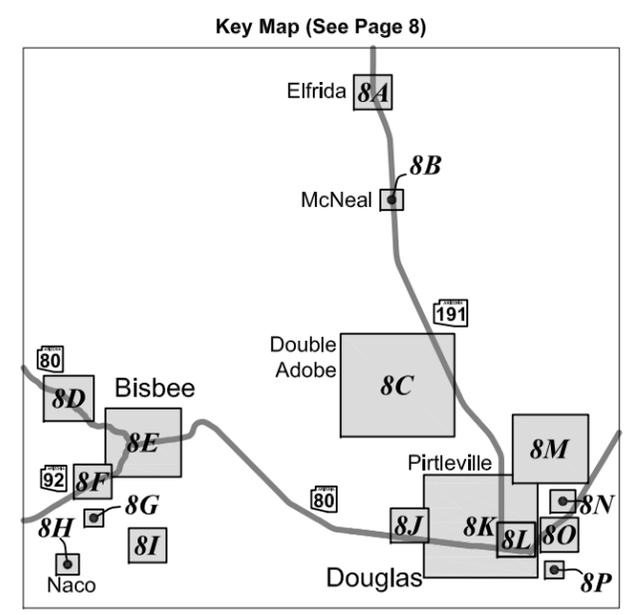


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

R 24 E



- Interstate, Highway, or State Route
- Maintained Road
- Road
- Incorporated City

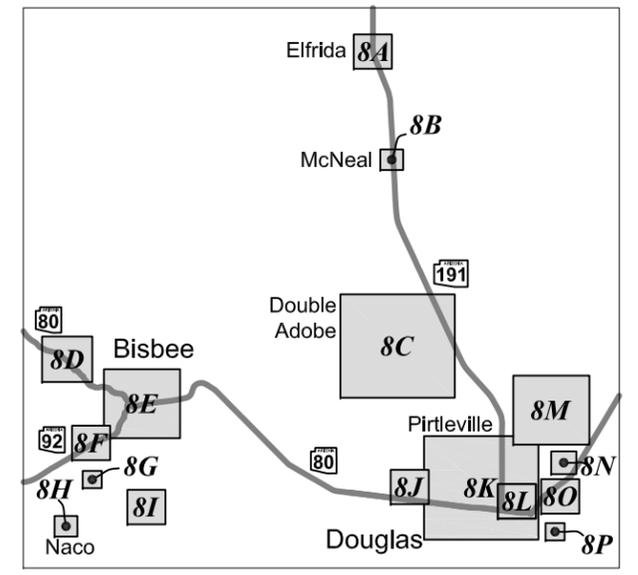
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

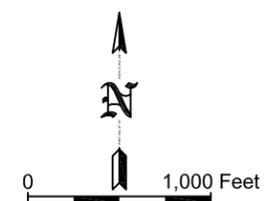
**NOTES**

1. Map contains a portion of BOS District 2.

Key Map (See Page 8)



- ← CALLE DE ROSAS - 120
- ← CALLE DE GARDENIAS - 108
- ← CALLE JARDIN - 122
- ← CAMINO DE PALMAS - 138
- ← AVENIDA FELIZ - 50



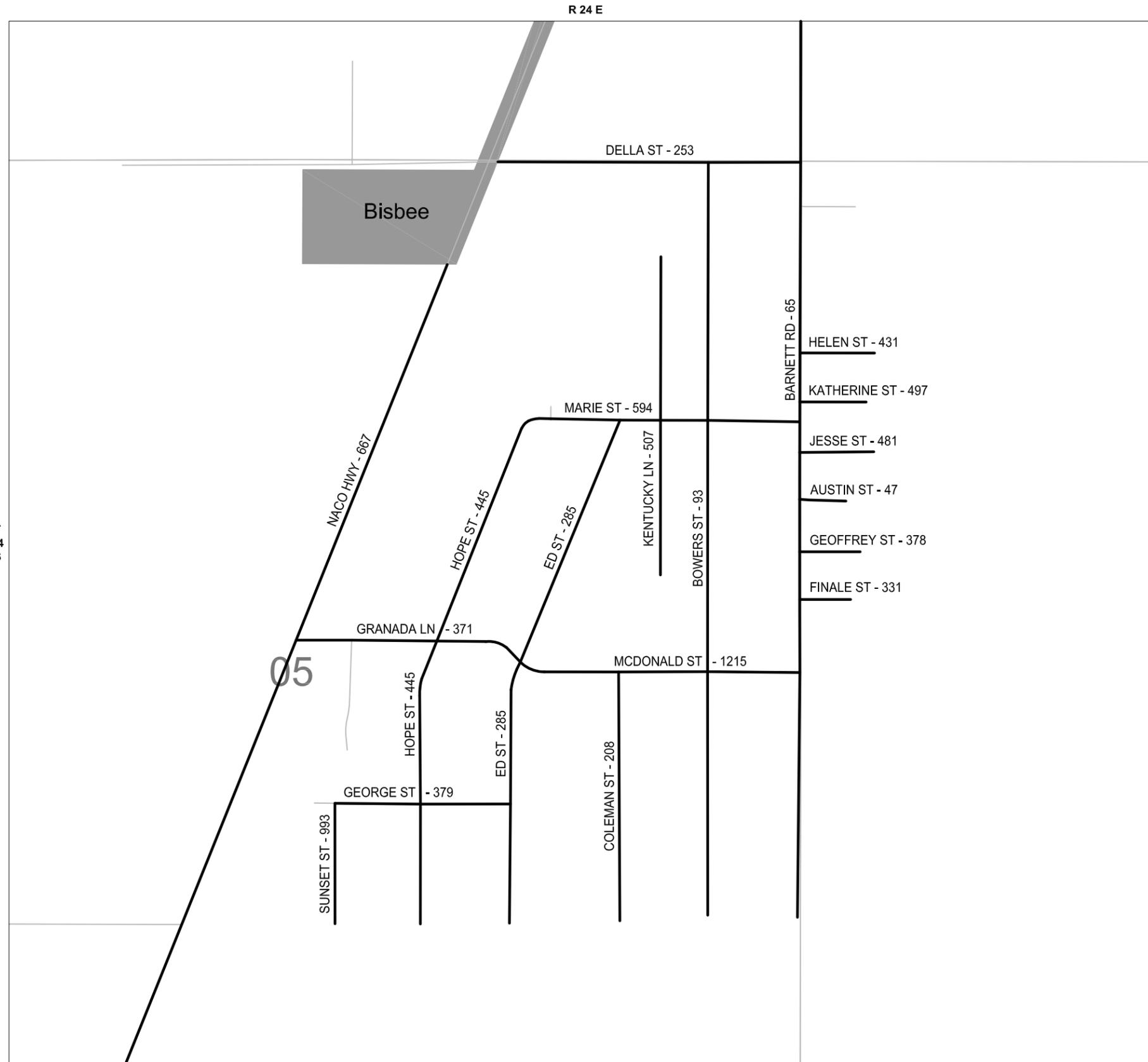
**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

T 23 S

T 23 S

R 24 E



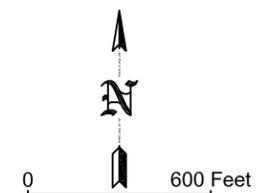
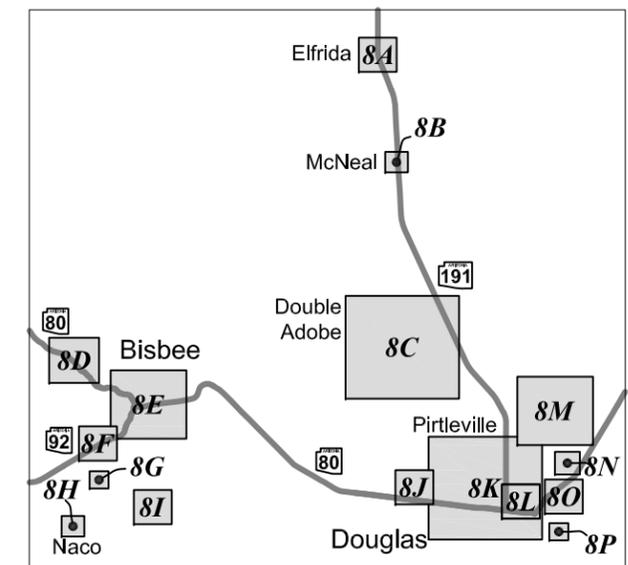
**AMENDMENTS**

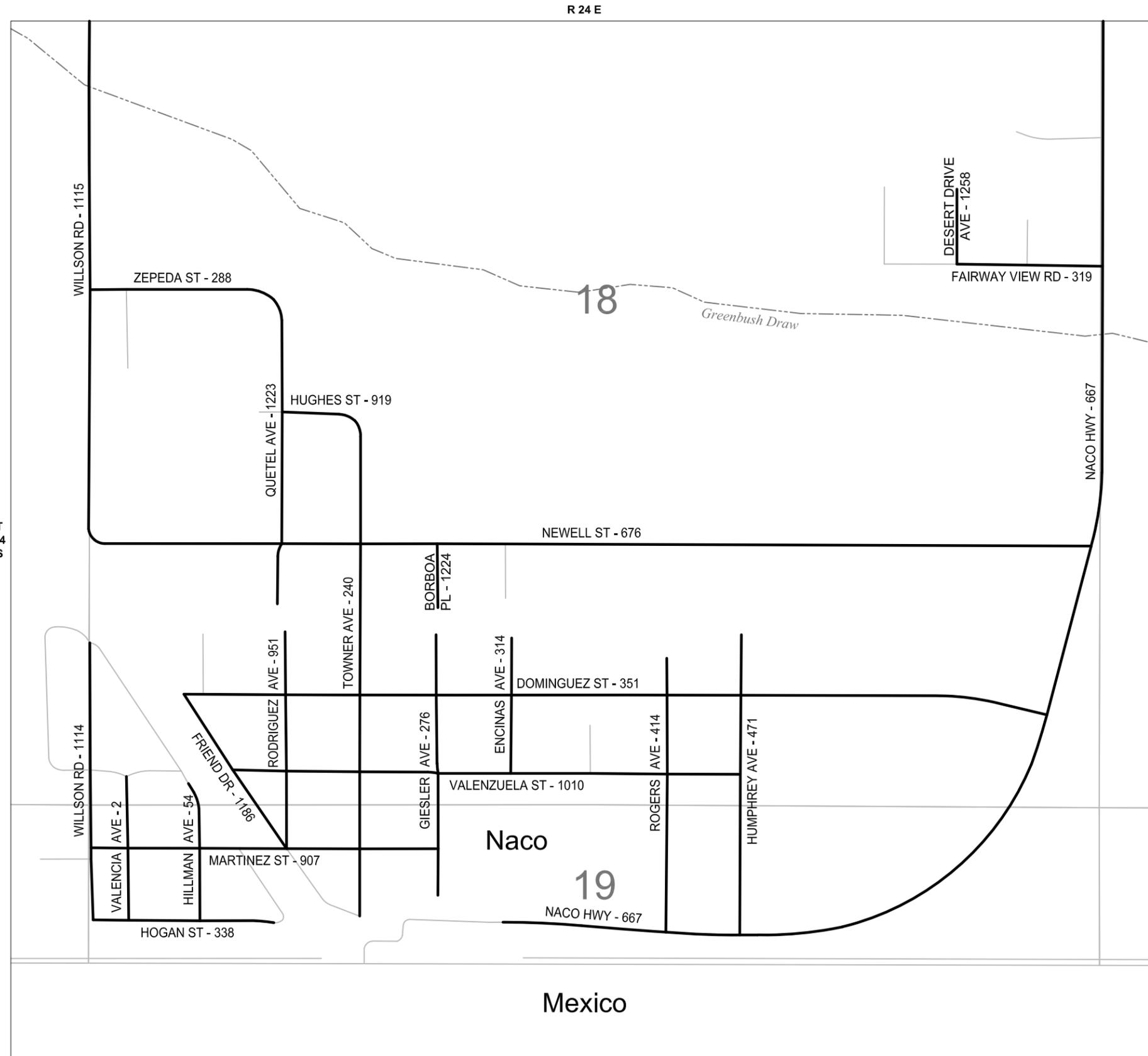
Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

1. Map contains a portion of BOS District 2.

**Key Map (See Page 8)**



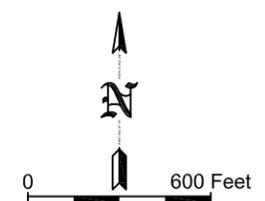
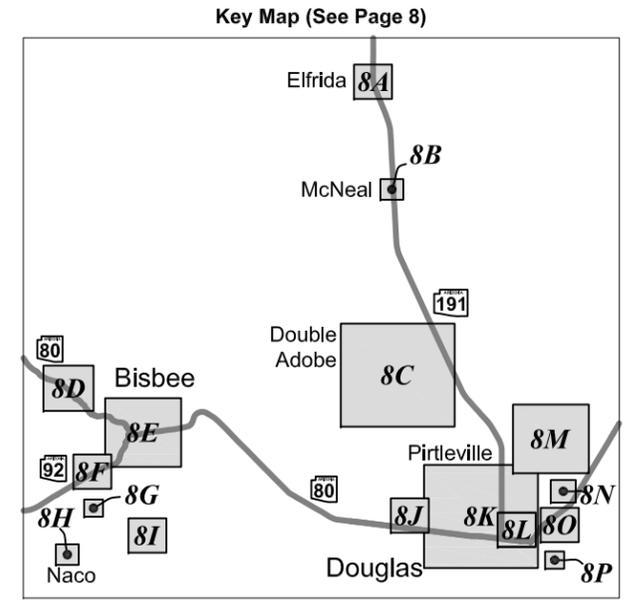


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

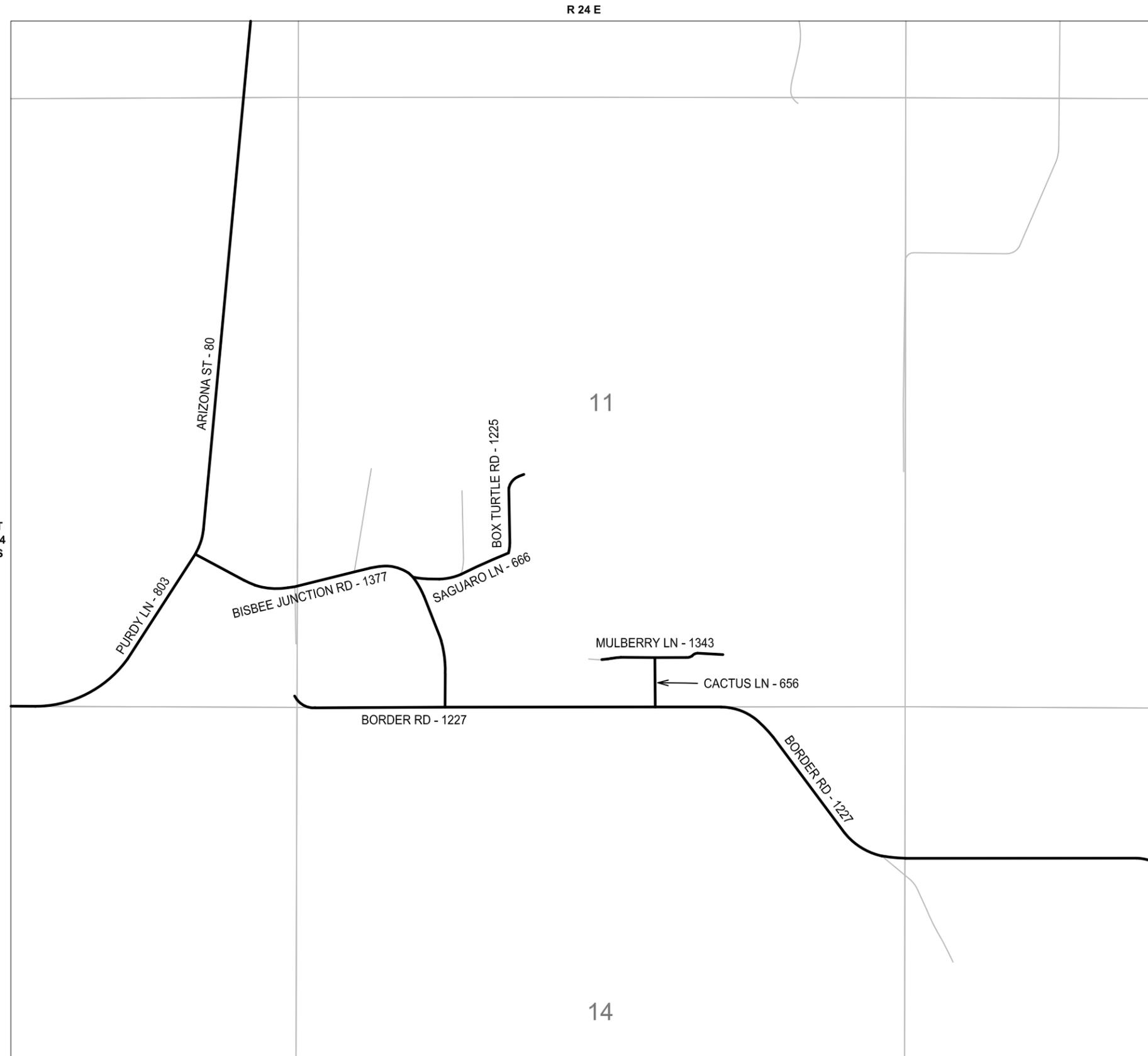
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



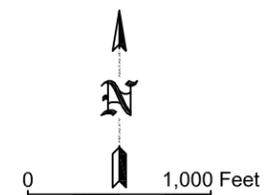
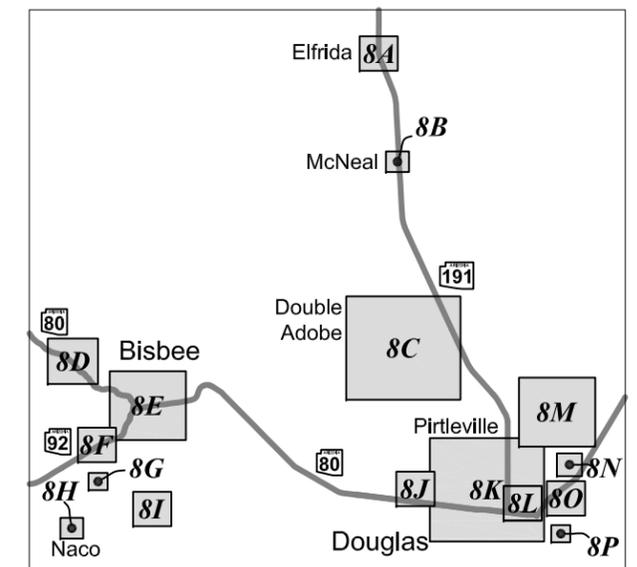
**AMENDMENTS**

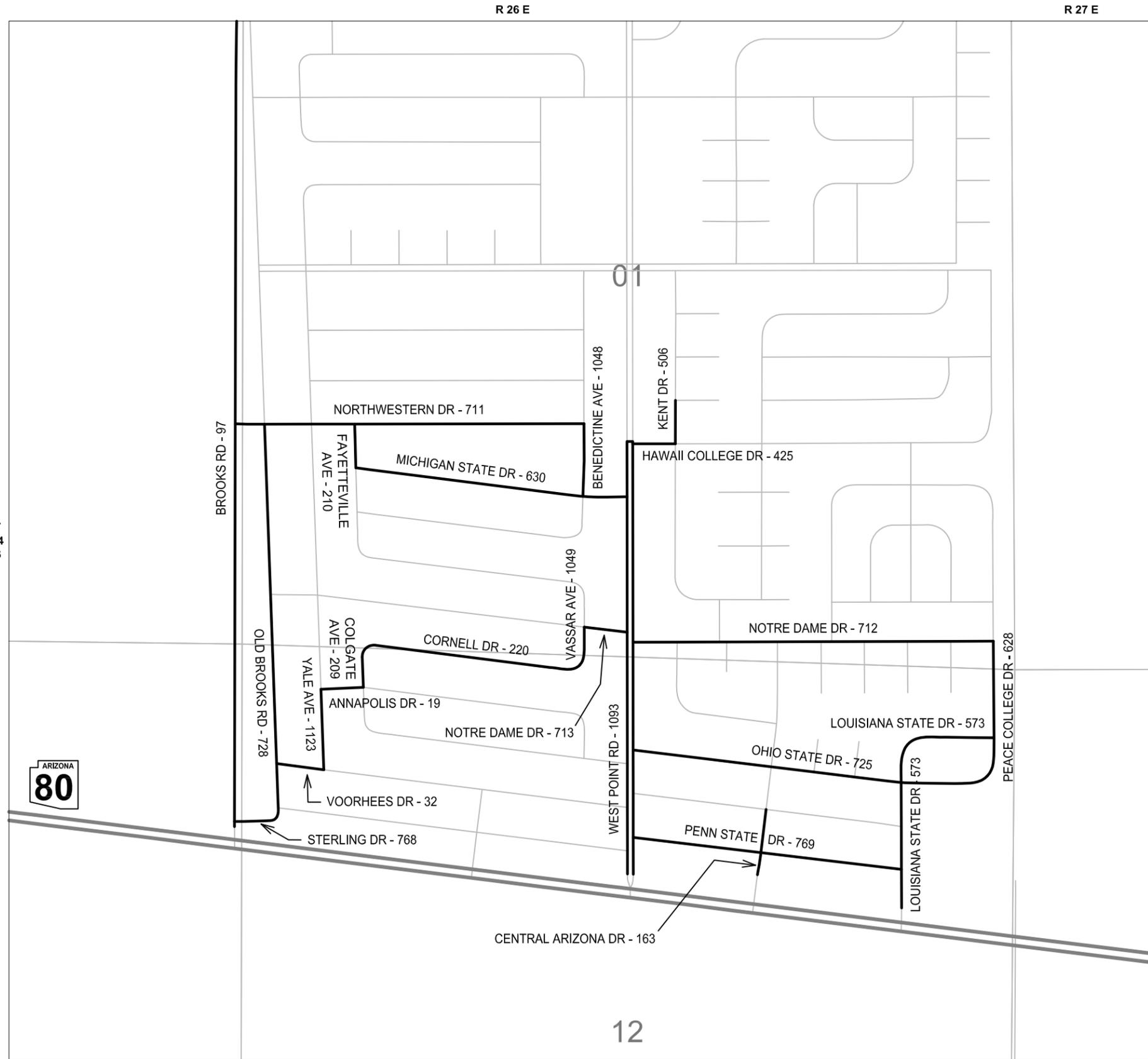
Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

1. Map contains a portion of BOS District 2.

**Key Map (See Page 8)**





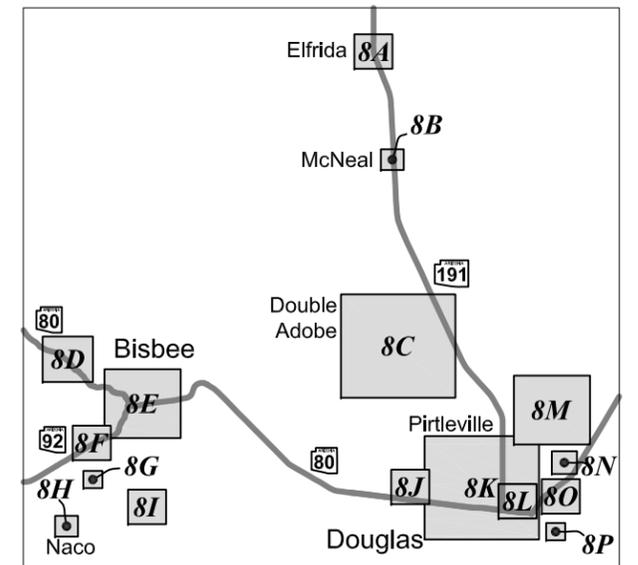
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

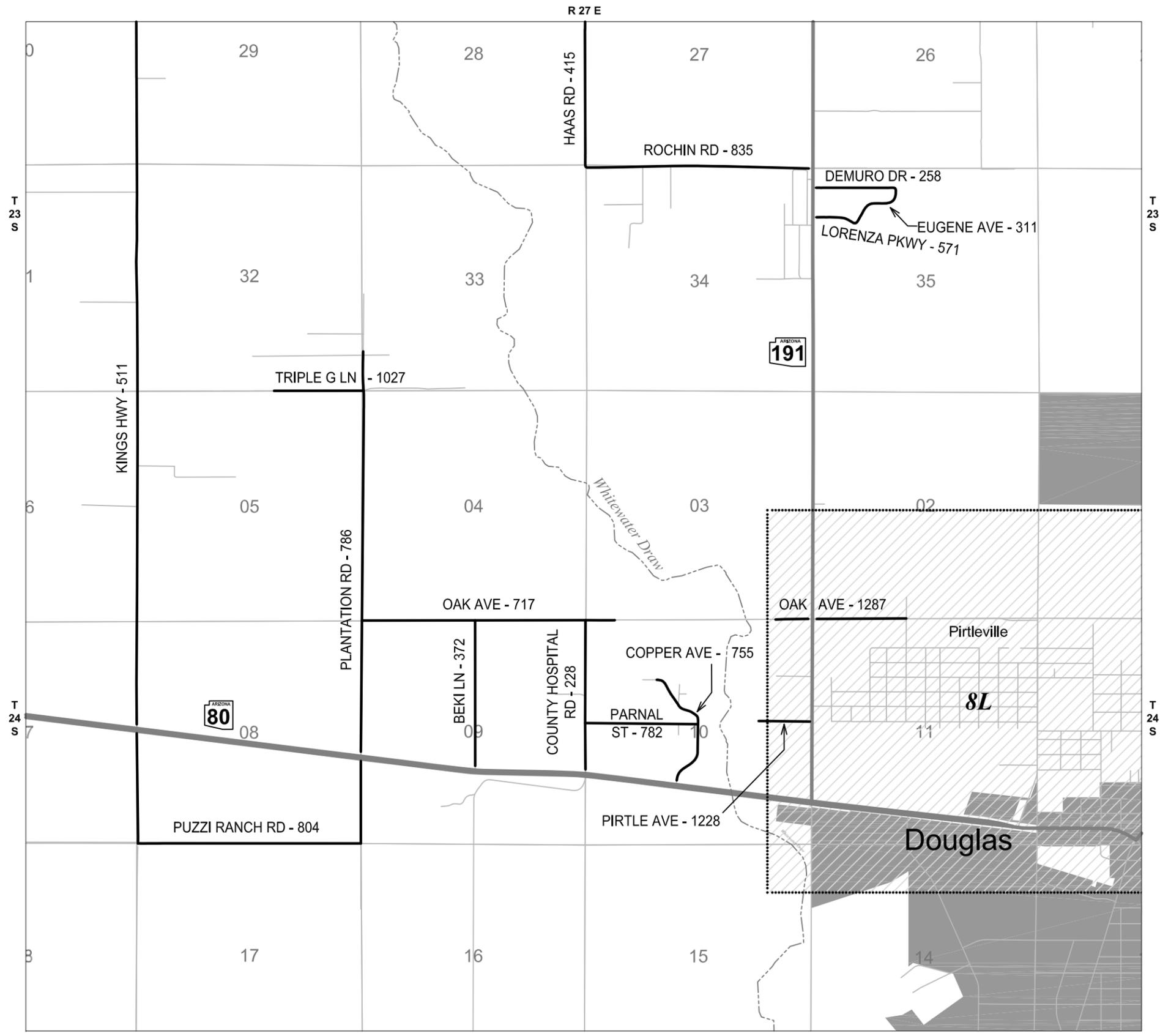
1. Map contains a portion of BOS District 2.

Key Map (See Page 8)



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



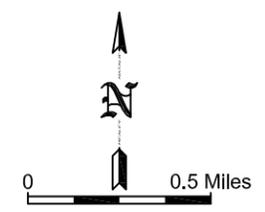
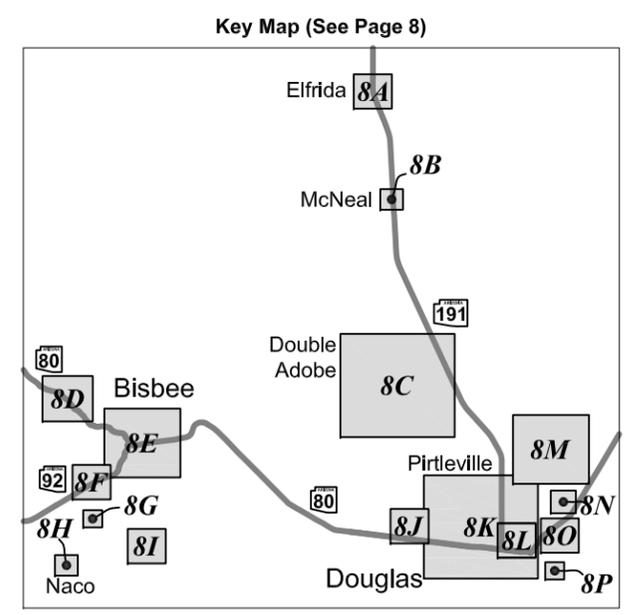
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

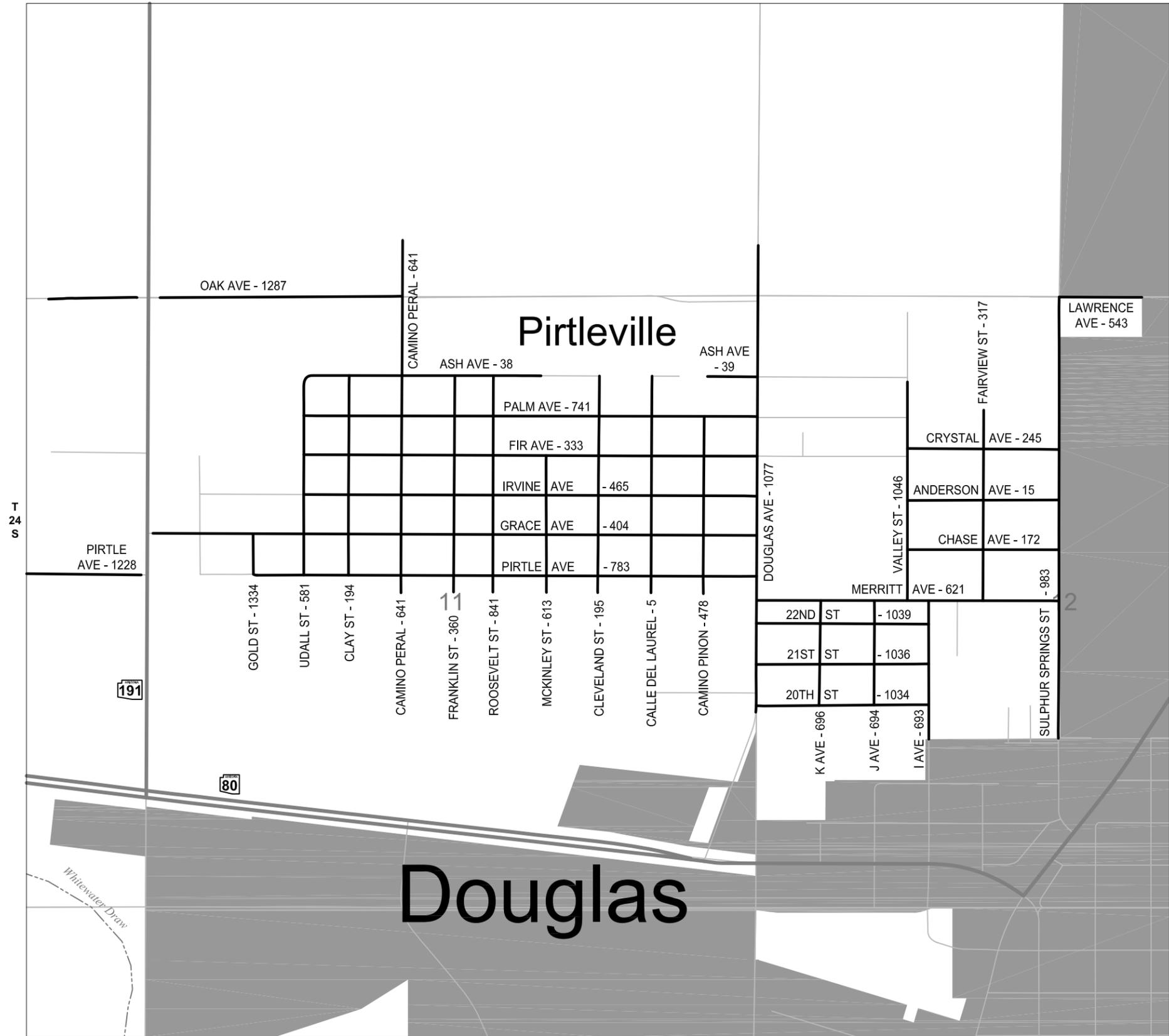
1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

R 27 E



T 24 S

T 24 S

R 27 E

- Interstate, Highway, or State Route
- Maintained Road
- Road
- Incorporated City

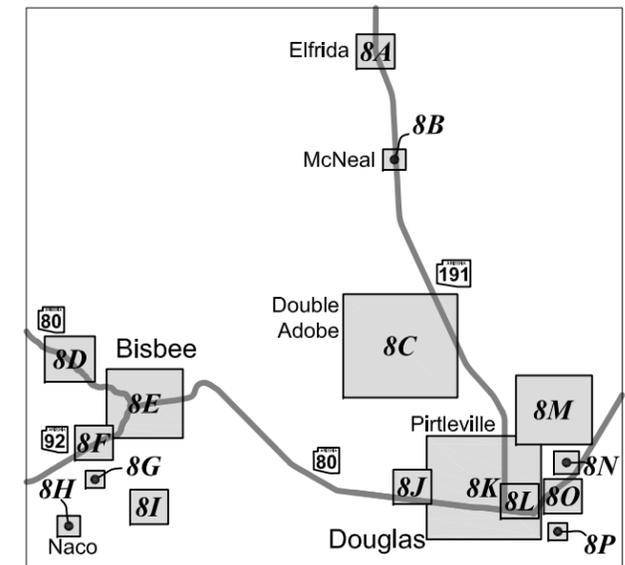
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

1. Map contains a portion of BOS District 2.

**Key Map (See Page 8)**

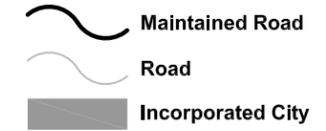
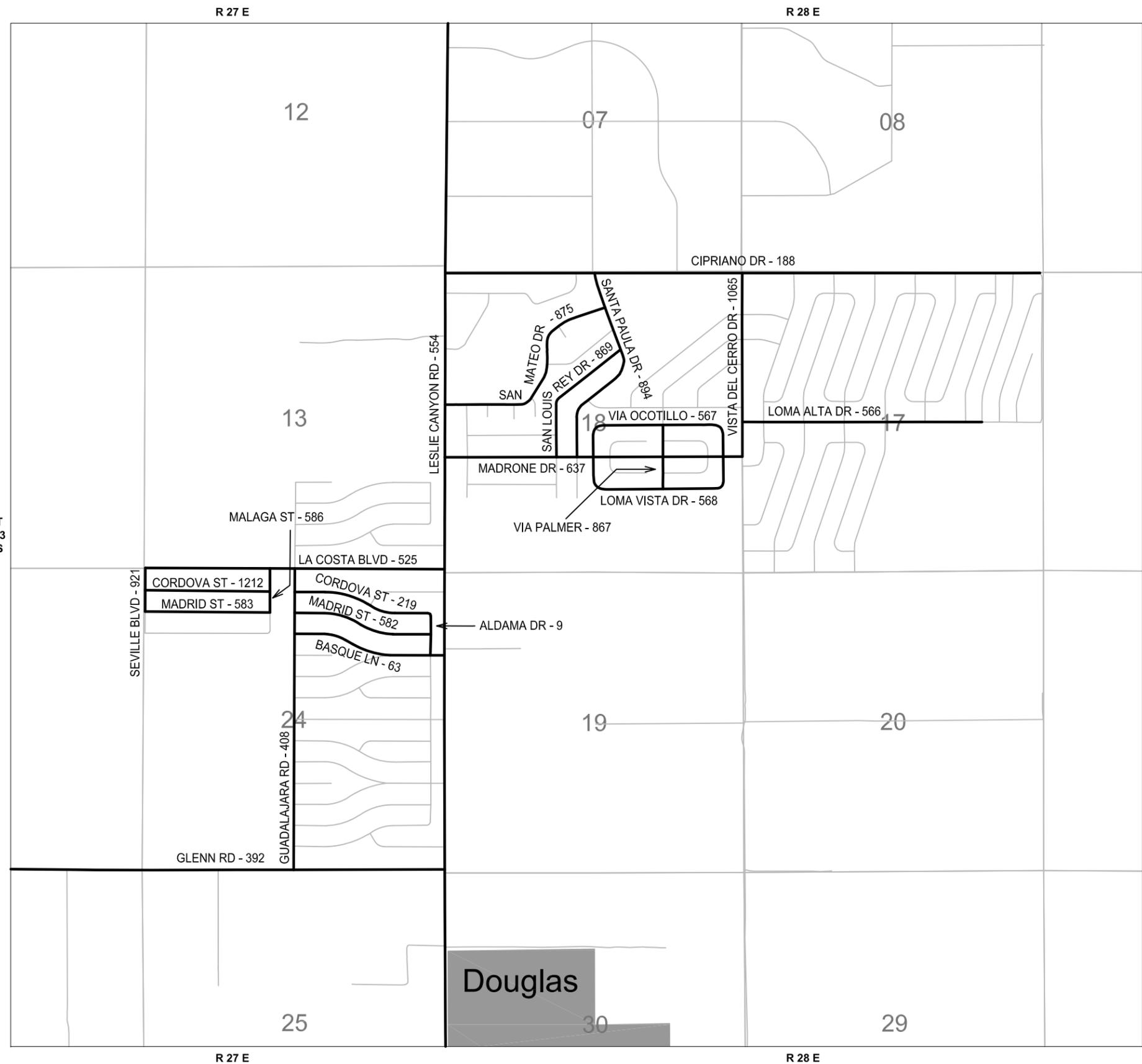


0 1,000 Feet



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

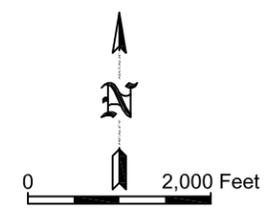
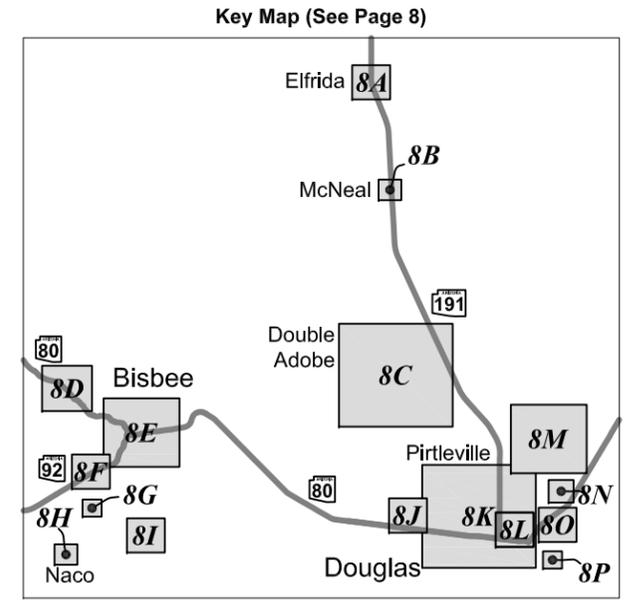


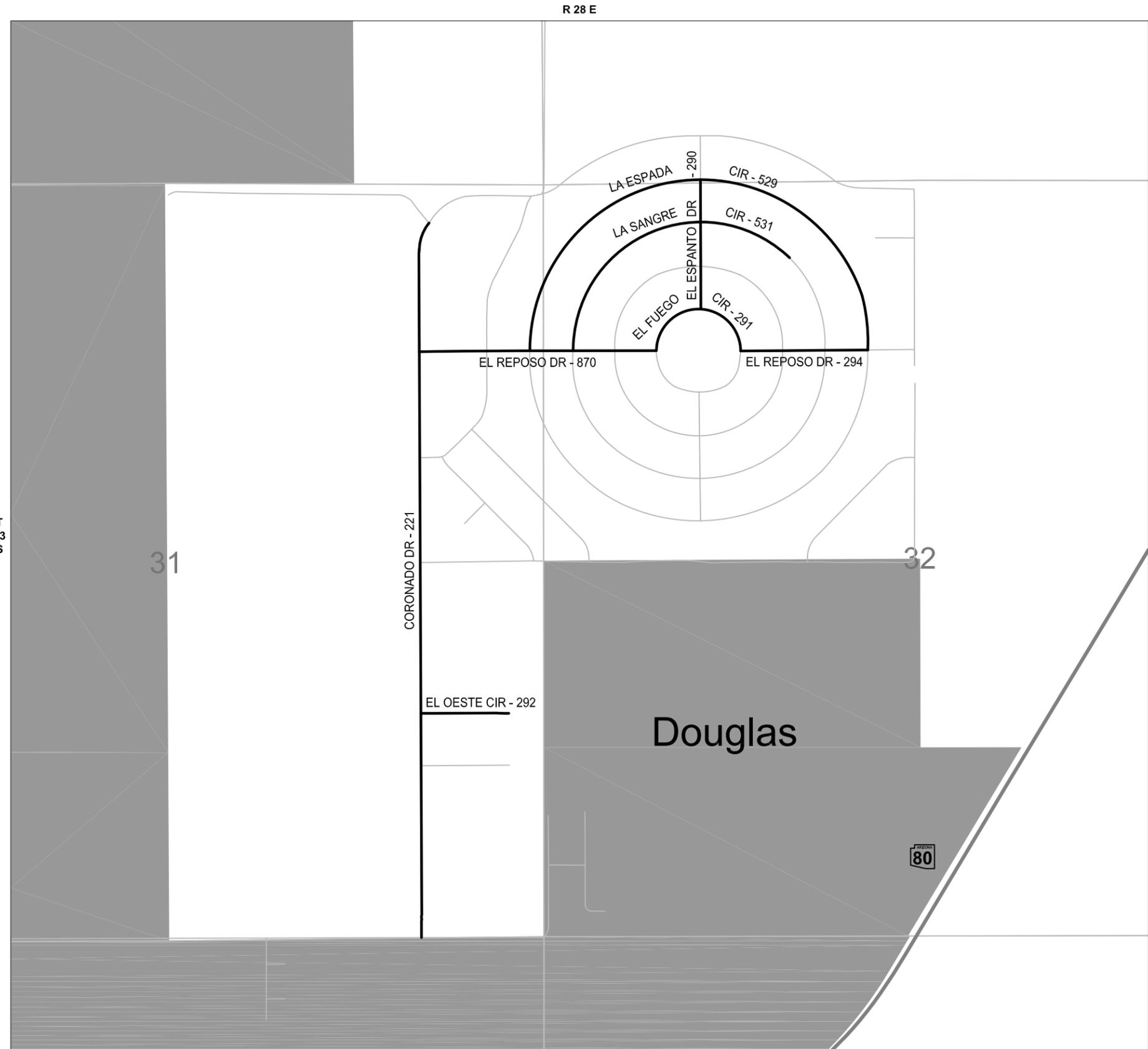
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

**NOTES**

1. Map contains a portion of BOS District 2.



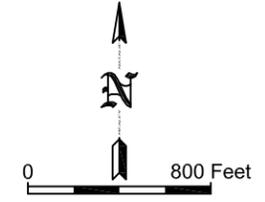
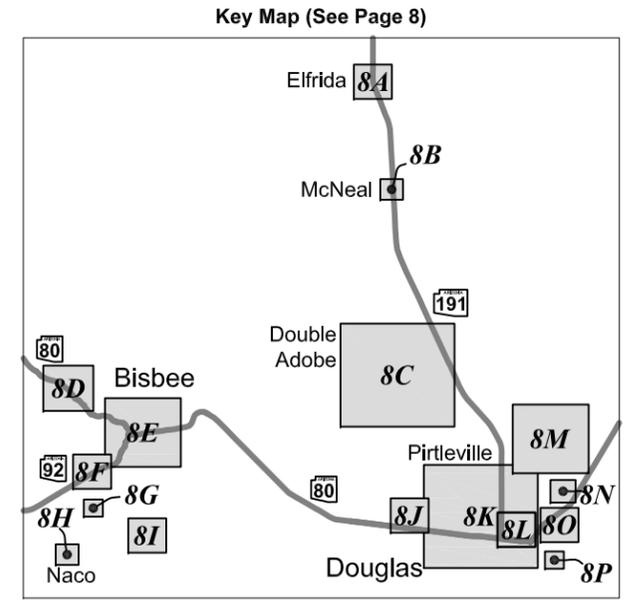


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

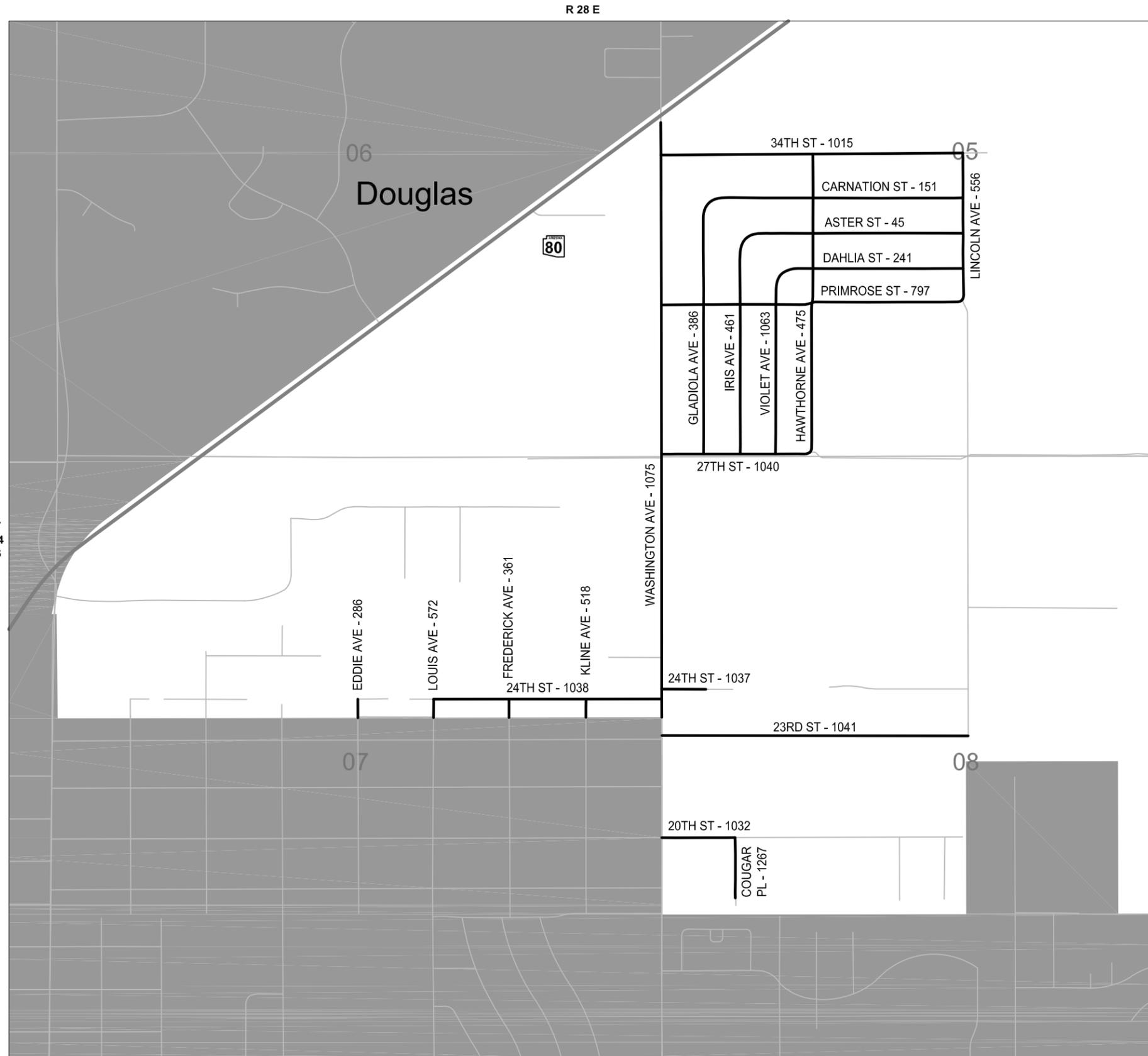
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

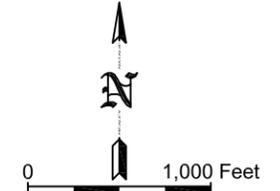
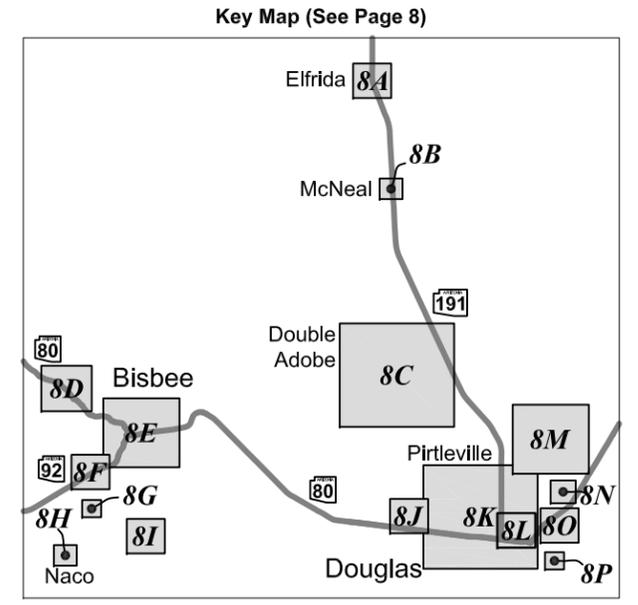


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

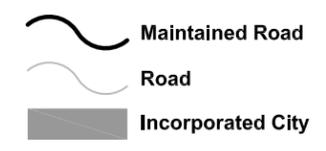
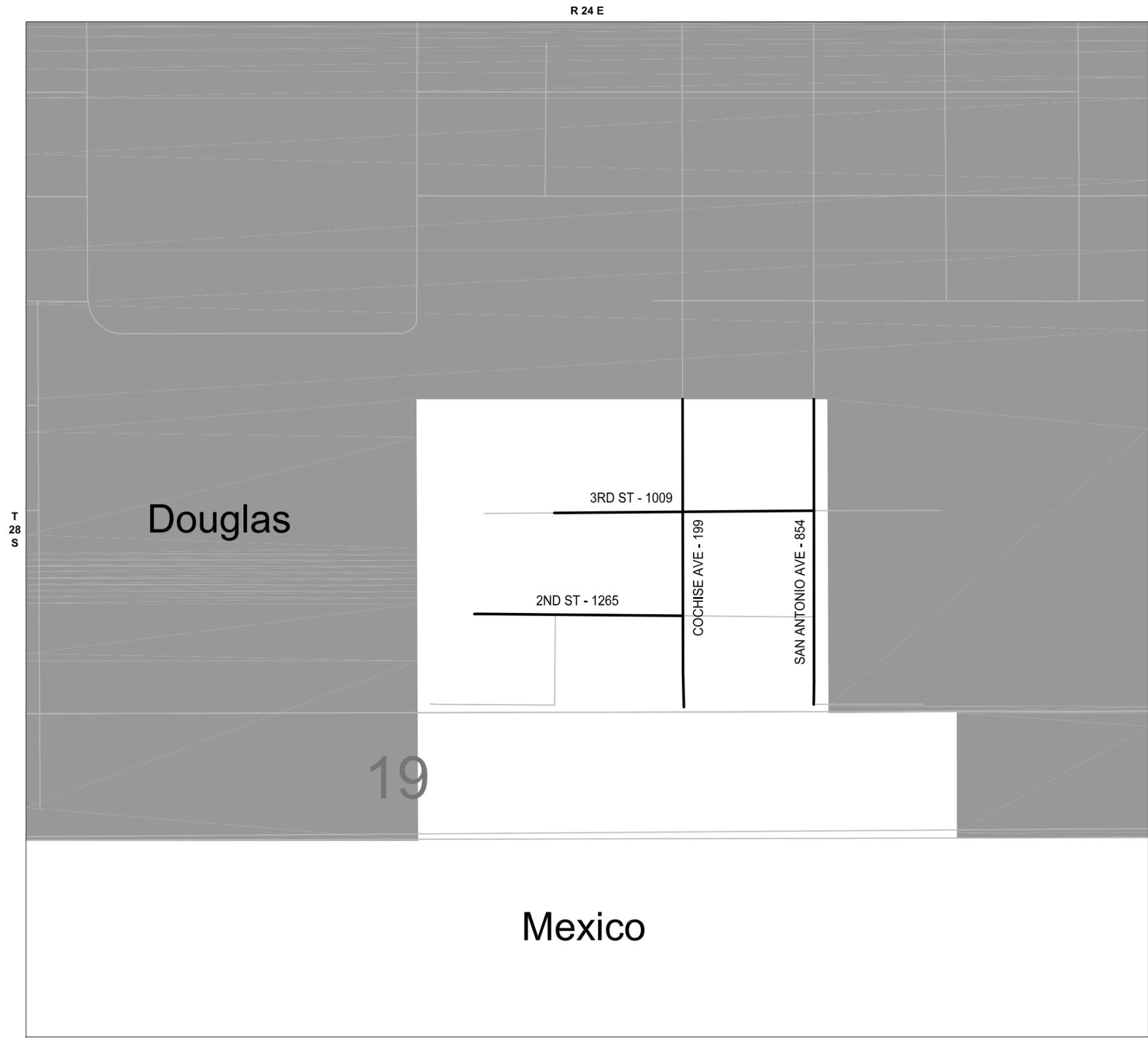
**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



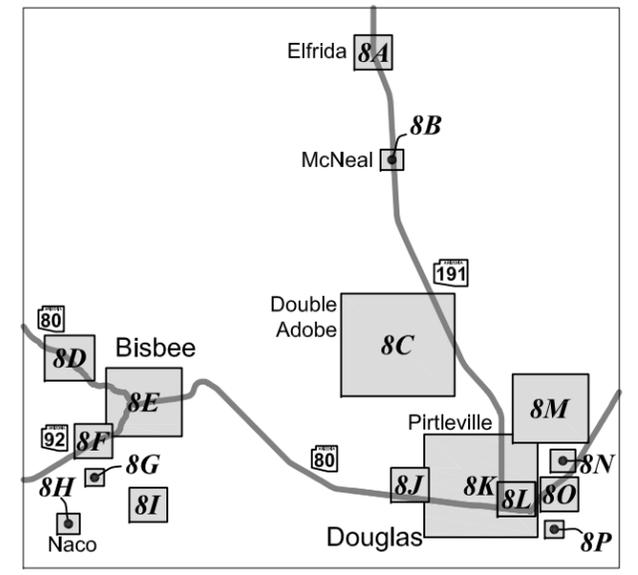
**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

**NOTES**

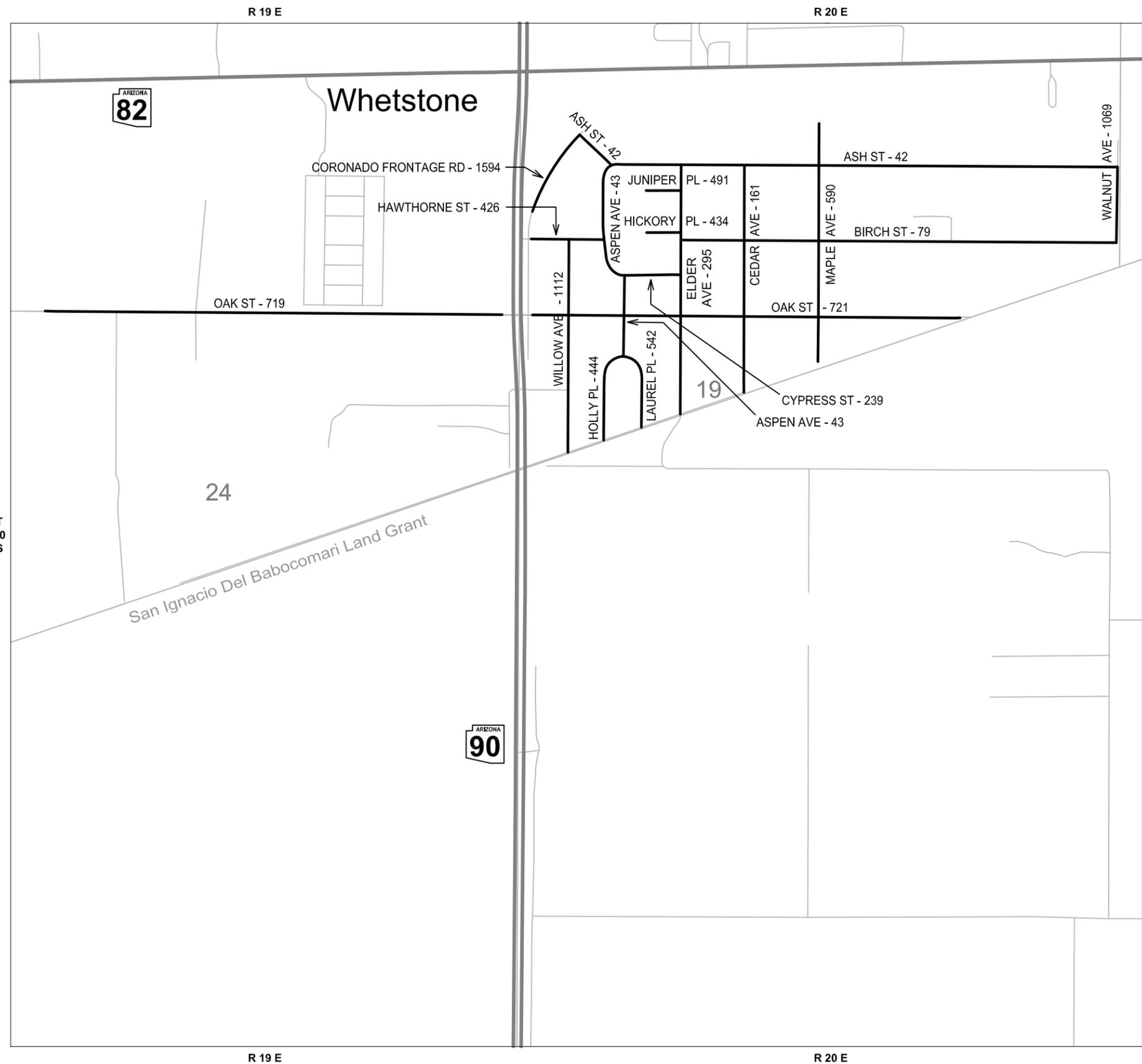
1. Map contains a portion of BOS District 2.

**Key Map (See Page 8)**



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



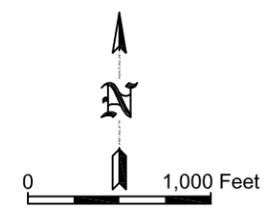
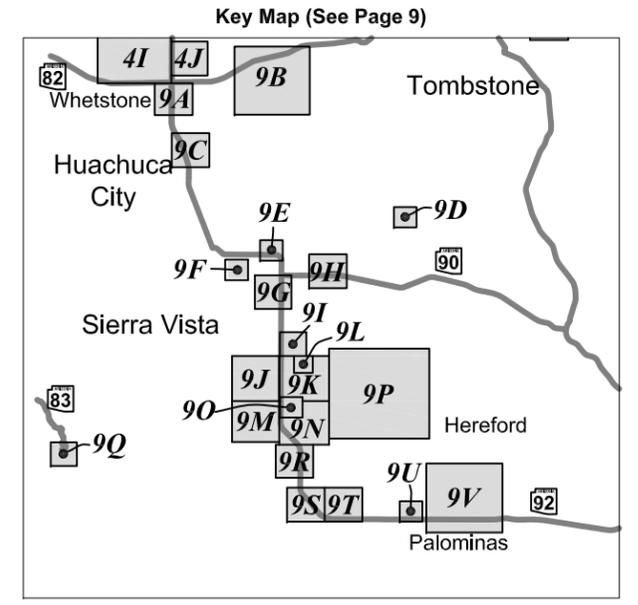
 Interstate, Highway, or State Route  
 Maintained Road  
 Road

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

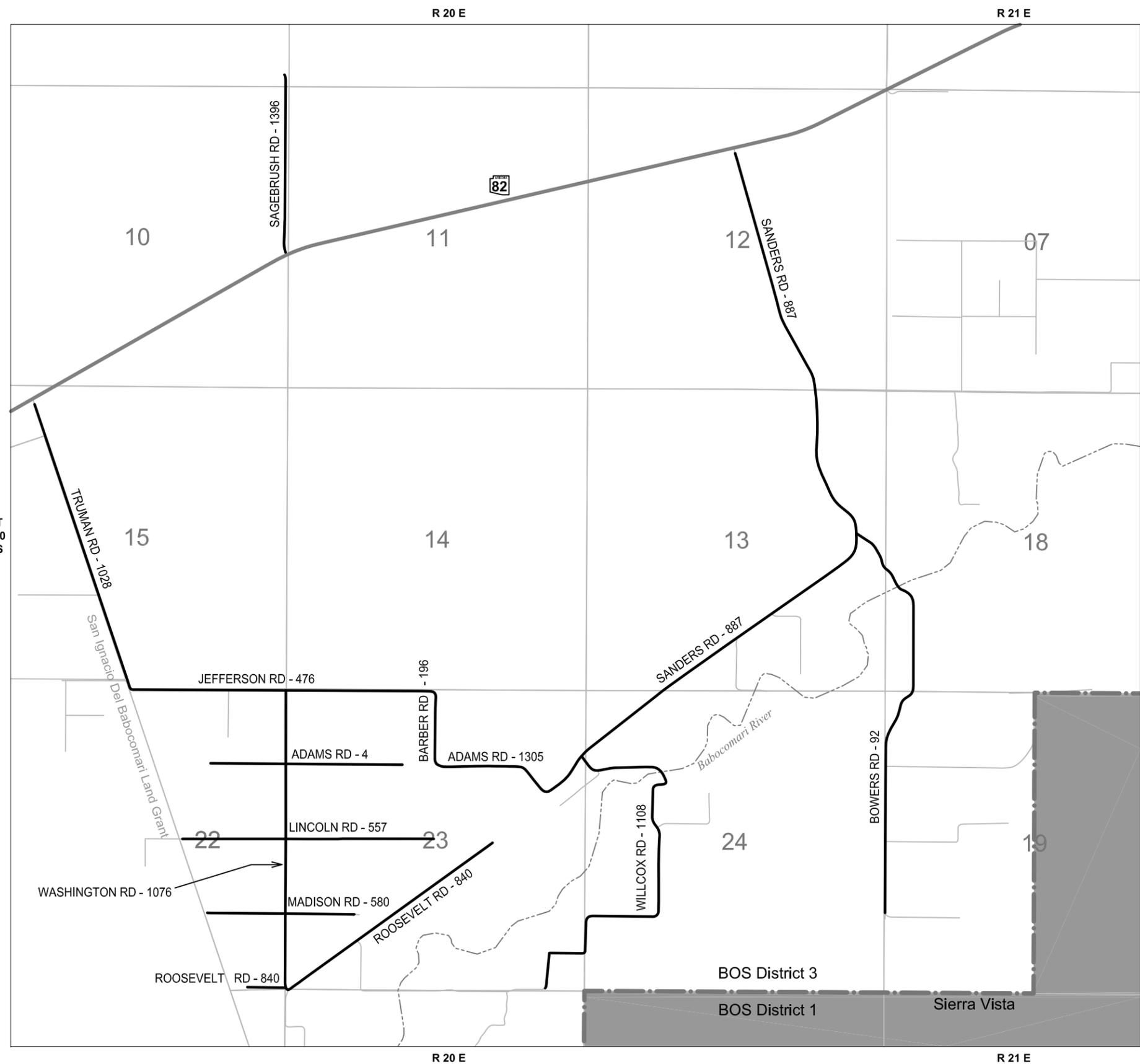
**NOTES**

1. Map contains a portion of BOS District 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



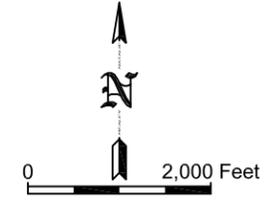
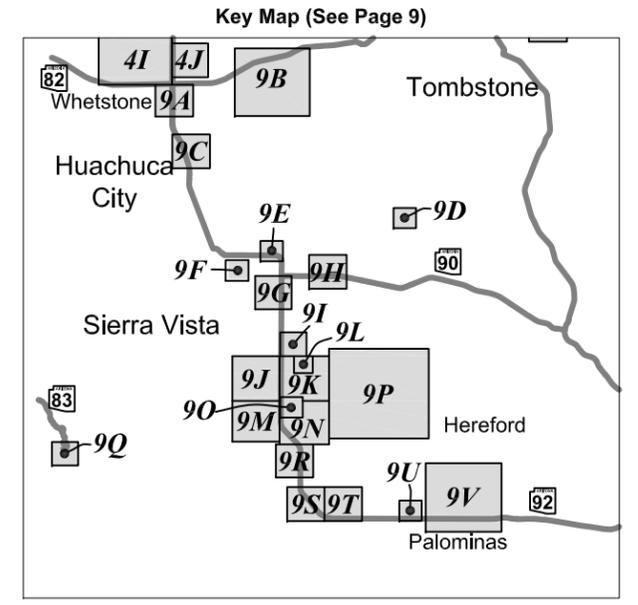
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

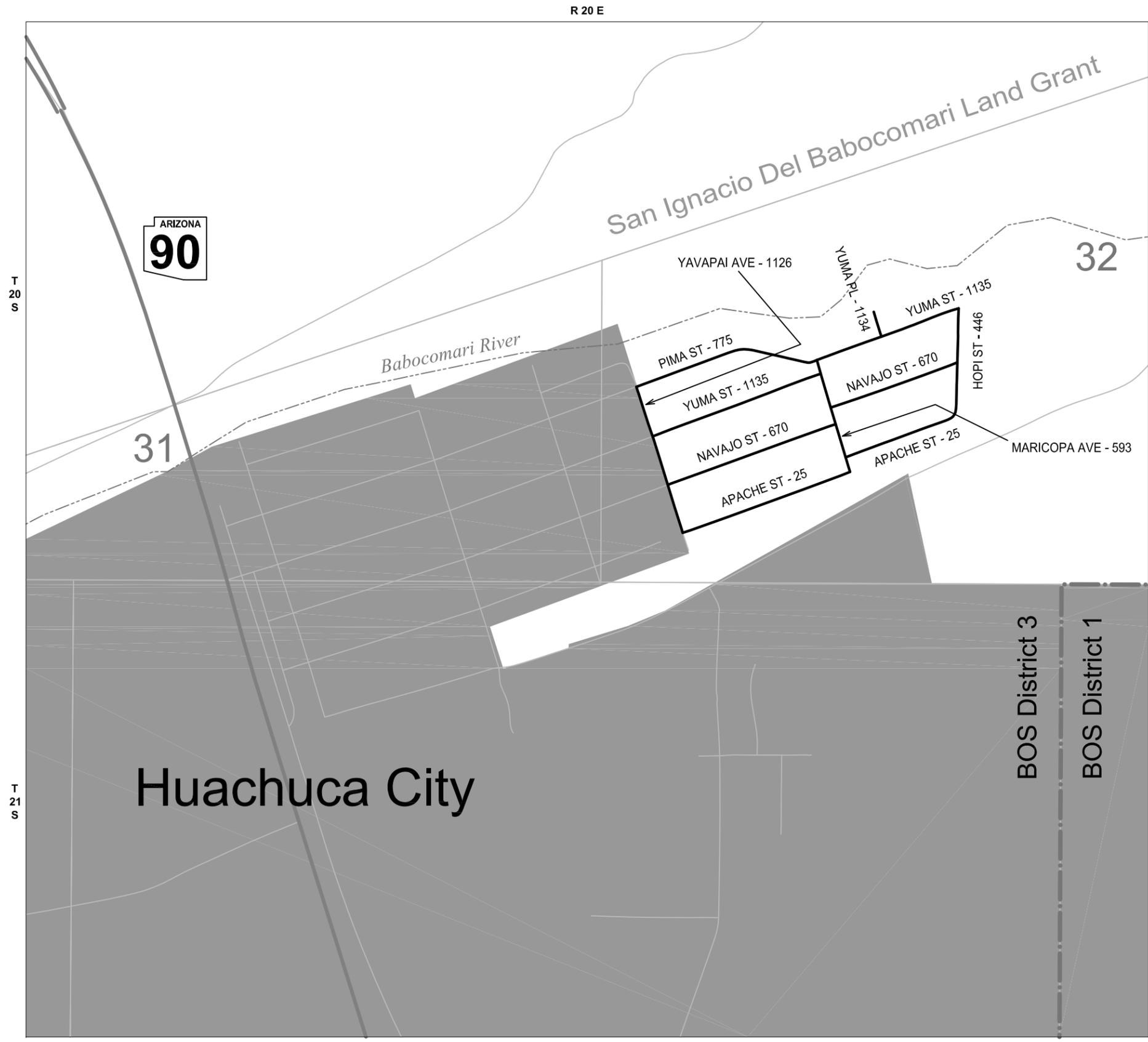
**NOTES**

1. Map contains a portion of BOS District 1 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

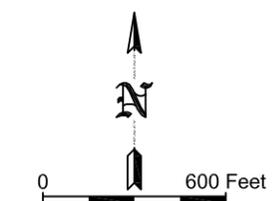
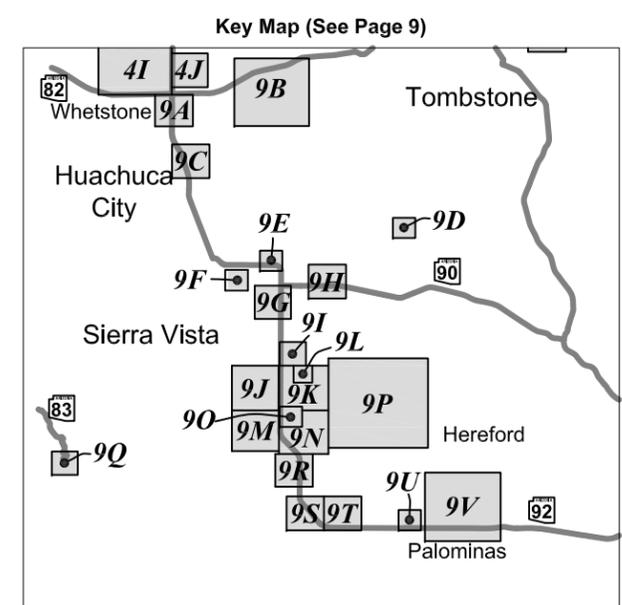


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

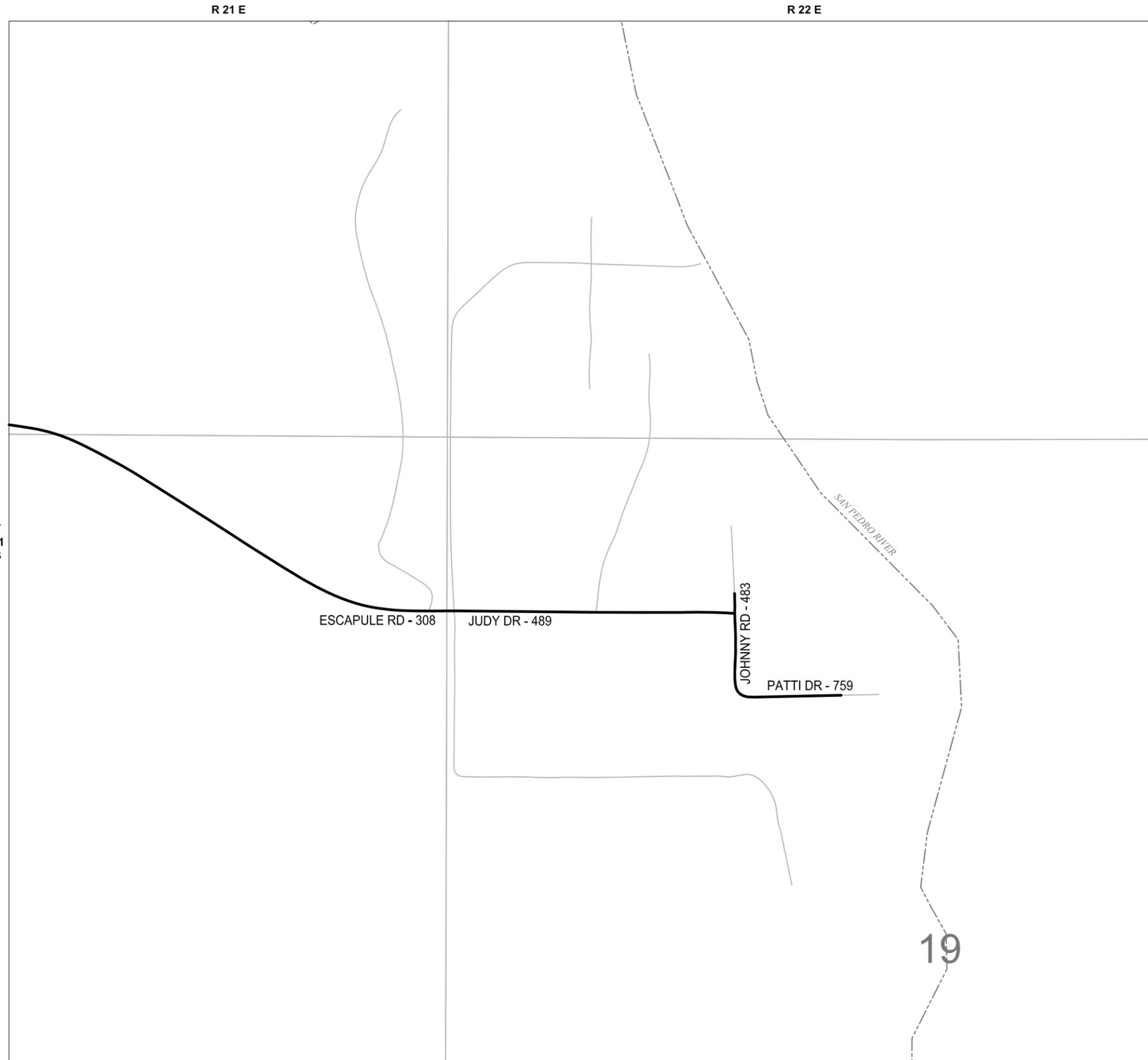
**NOTES**

1. Map contains a portion of BOS District 1 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

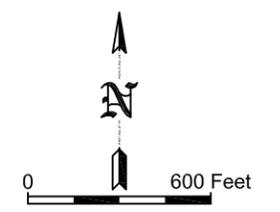
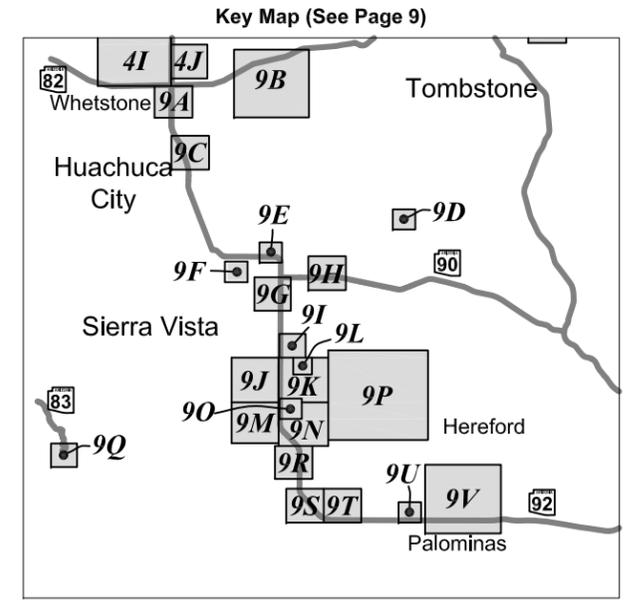


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains a portion of BOS District 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

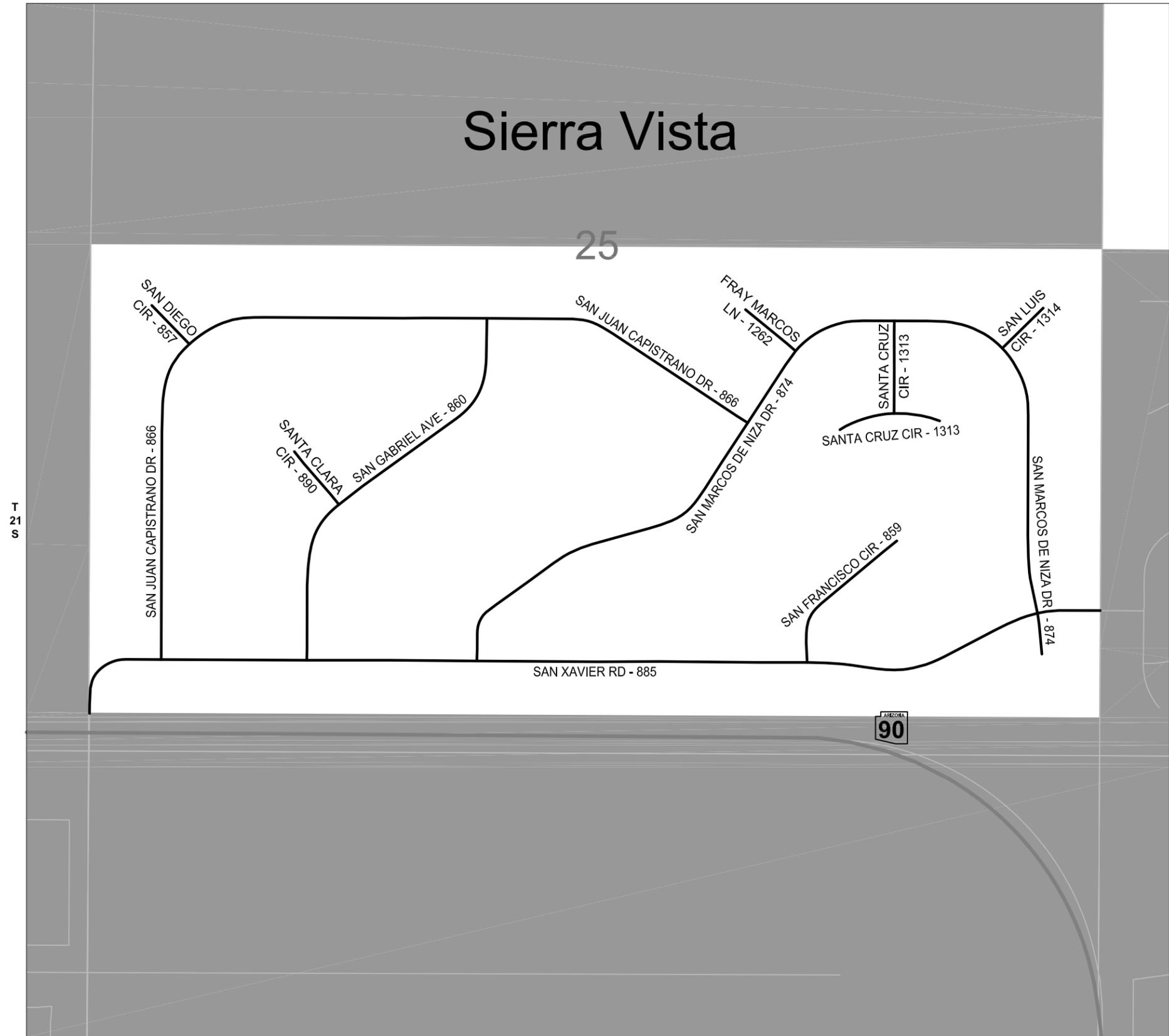
Nov 2016

R 20 E

# Sierra Vista

25

T 21 S



R 20 E

- Interstate, Highway, or State Route
- Maintained Road
- Road
- Incorporated City

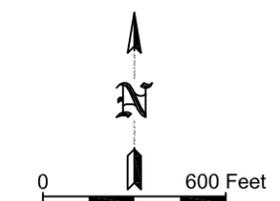
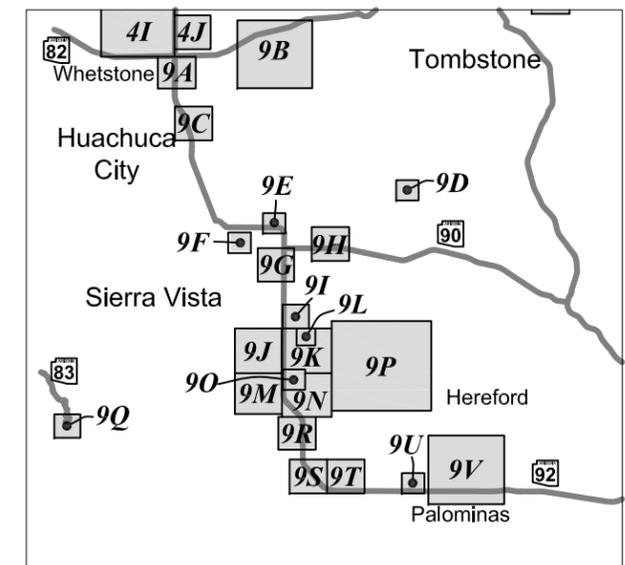
### AMENDMENTS

Res. No.	Date	Res. No.	Date
-	-	-	-

### NOTES

- Map contains portions of BOS District 1.

Key Map (See Page 9)



**Maintained Road Atlas**  
Highway & Floodplain Div.

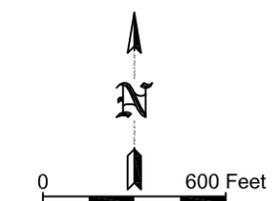
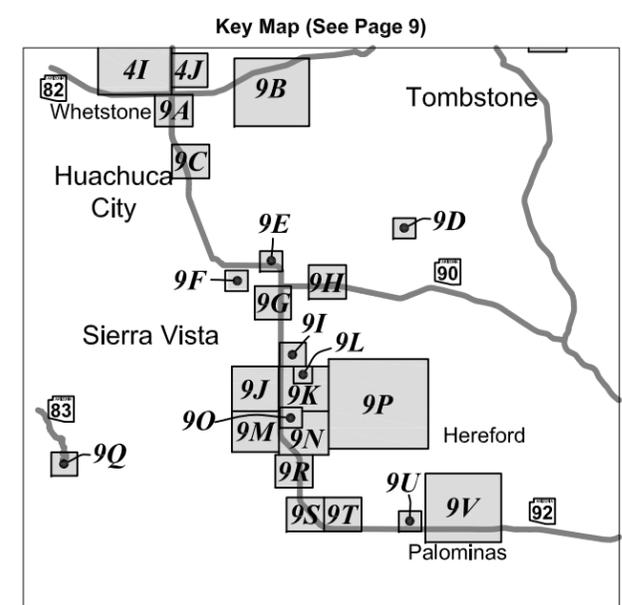
Nov 2016



**AMENDMENTS**

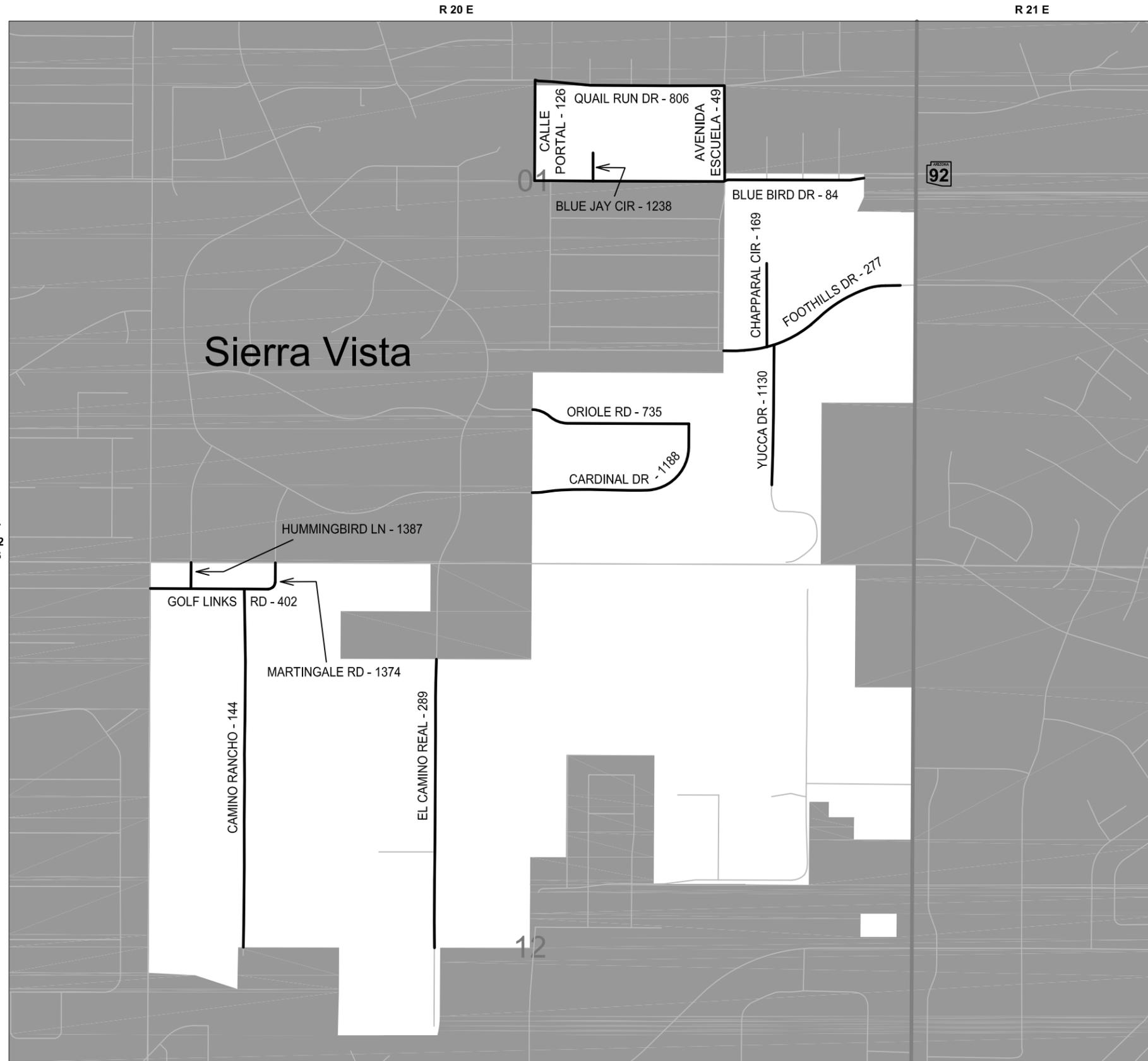
Res. No.	Date	Res. No.	Date

- NOTES**
1. Map contains portions of BOS District 1 and 3.
  2. 7th St - 917 is coincident with the boundary of BOS District 1 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

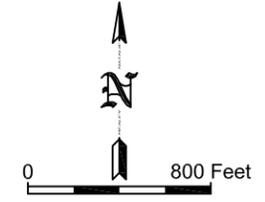
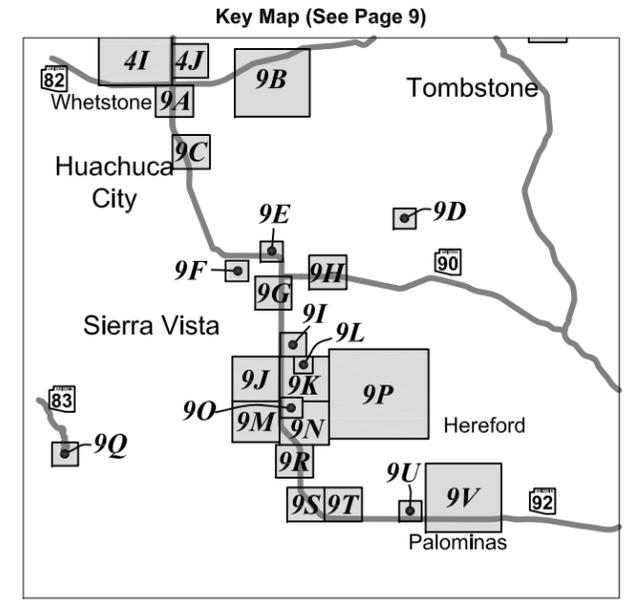


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

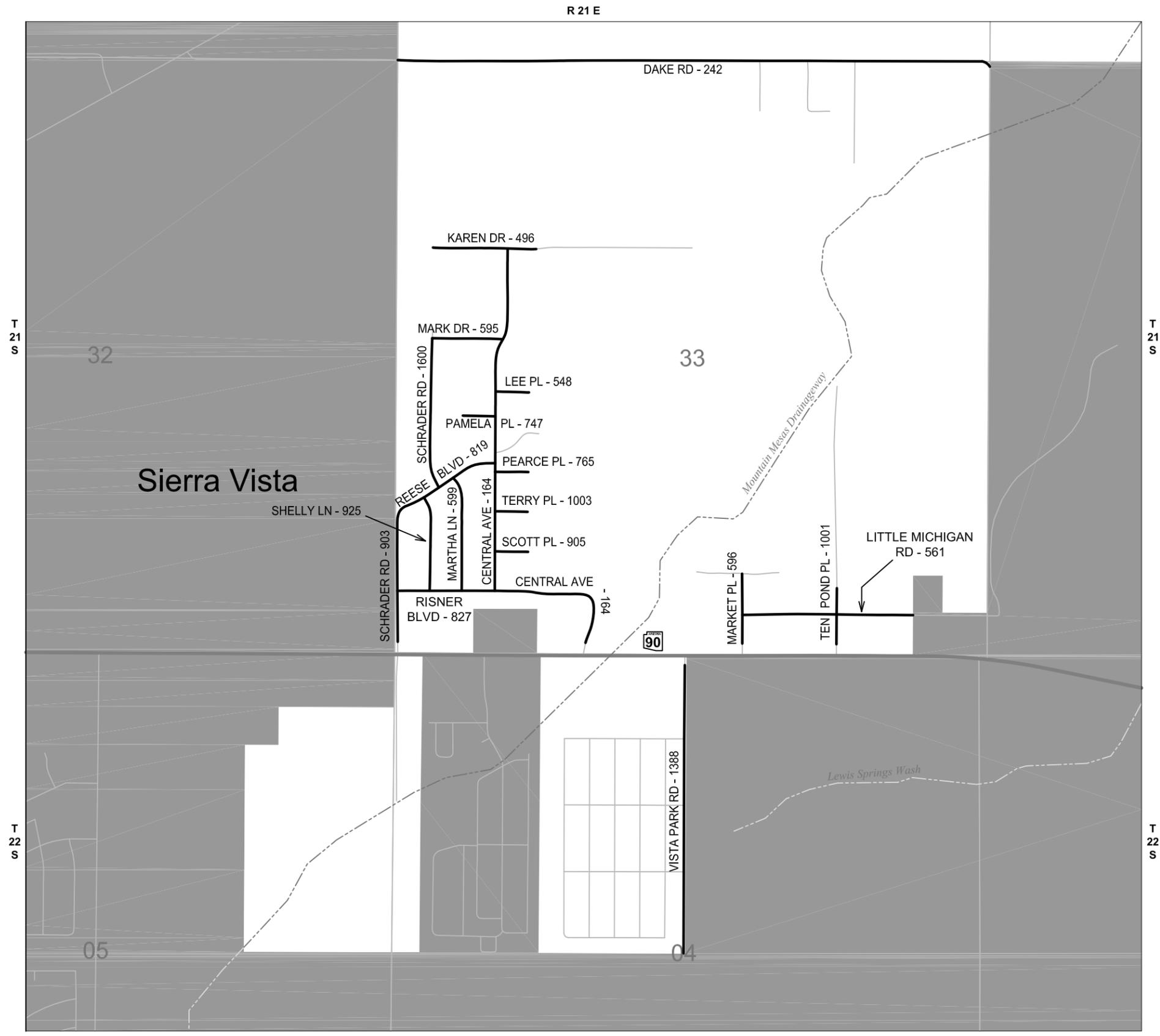
**NOTES**

1. Map contains a portion of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



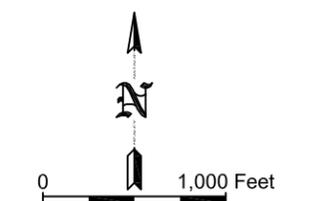
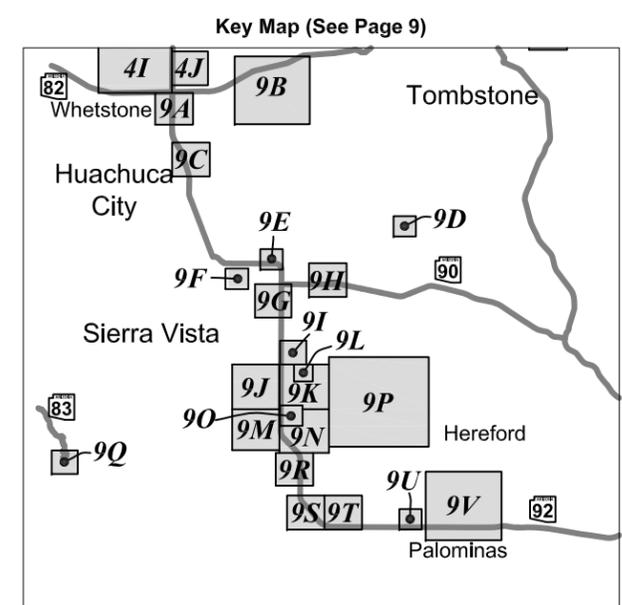
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains portions of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

R 21 E

T 22 S

BOS District 1

BOS District 2

Sierra Vista

19

Garden Canyon Wash

92

GOLDEN ACRES DR - 398

MONSANTO DR - 1376

GLENN RD - 393

JUNIPER ST - 492

HOLLY PL - 1189

IRONWOOD CIR - 462

MAHONIA PL - 585

IRONWOOD CIR - 462

ELF OWL PL - 297

FINCH CIR - 332

DOVE PL - 456

INCA GOLD

FINCH

MANZANITA ST - 589

TUMBLEWEED PL - 1191

RAVEN RD - 817

FINCH CIR - 332

GAMBEL QUAIL PL - 367

CIR - 1190

R 21 E

-  Interstate, Highway, or State Route
-  Maintained Road
-  Road
-  Incorporated City

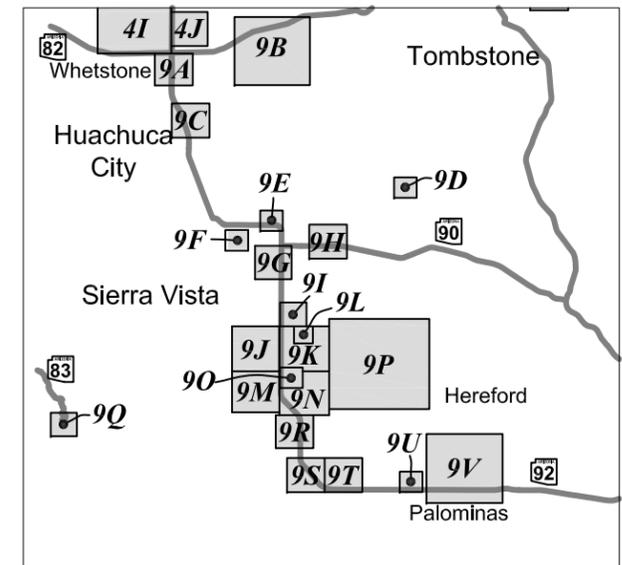
AMENDMENTS

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

NOTES

1. Map contains a portion of BOS District 1 and 2.

Key Map (See Page 9)

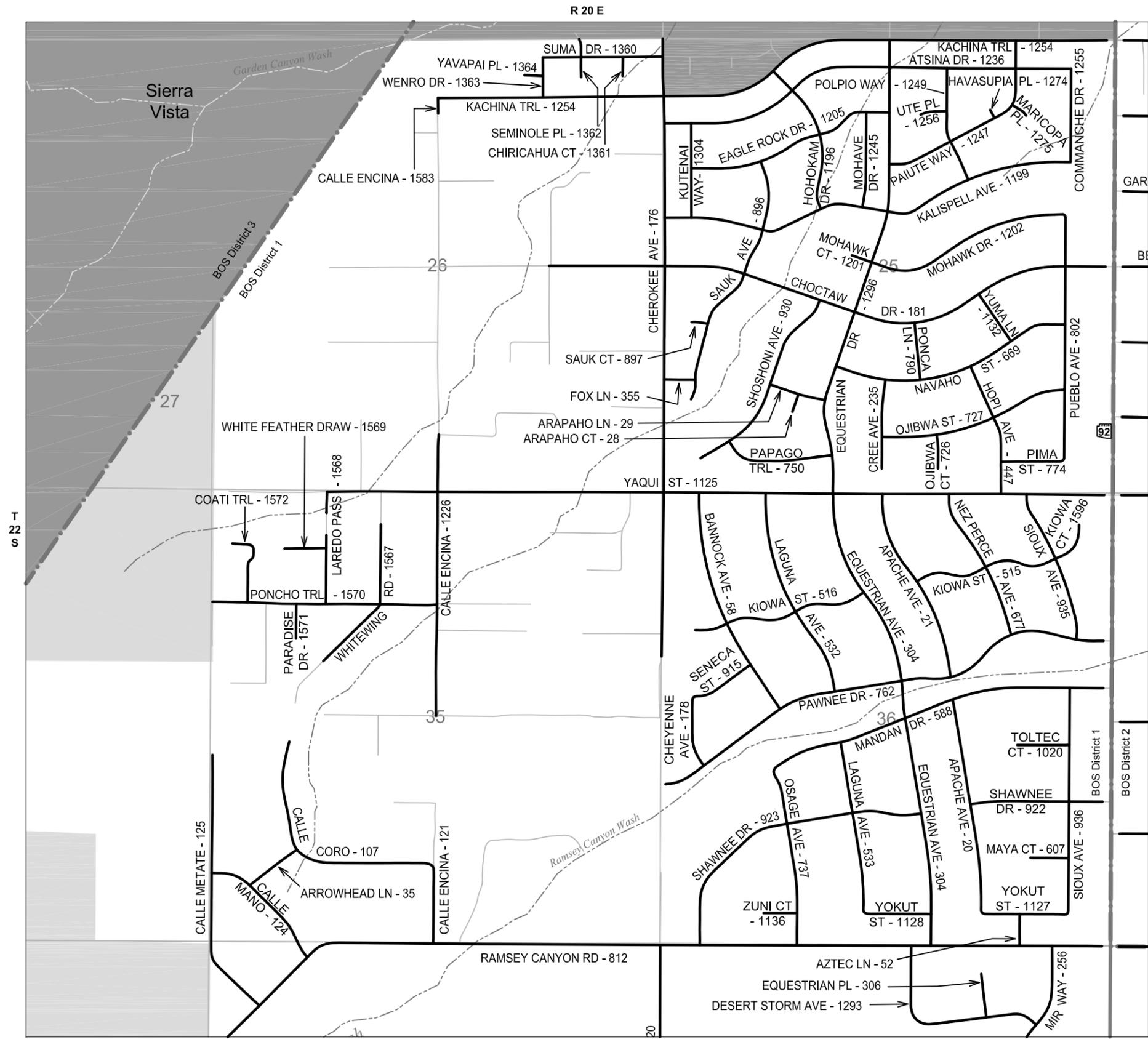


0 800 Feet



Maintained Road Atlas  
Highway & Floodplain Div.

Nov 2016



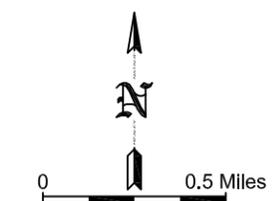
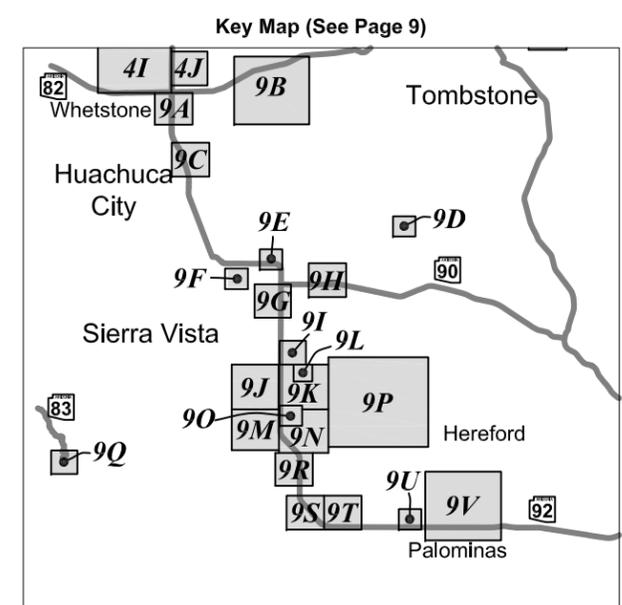
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary
- Nat'l Forest/Park
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

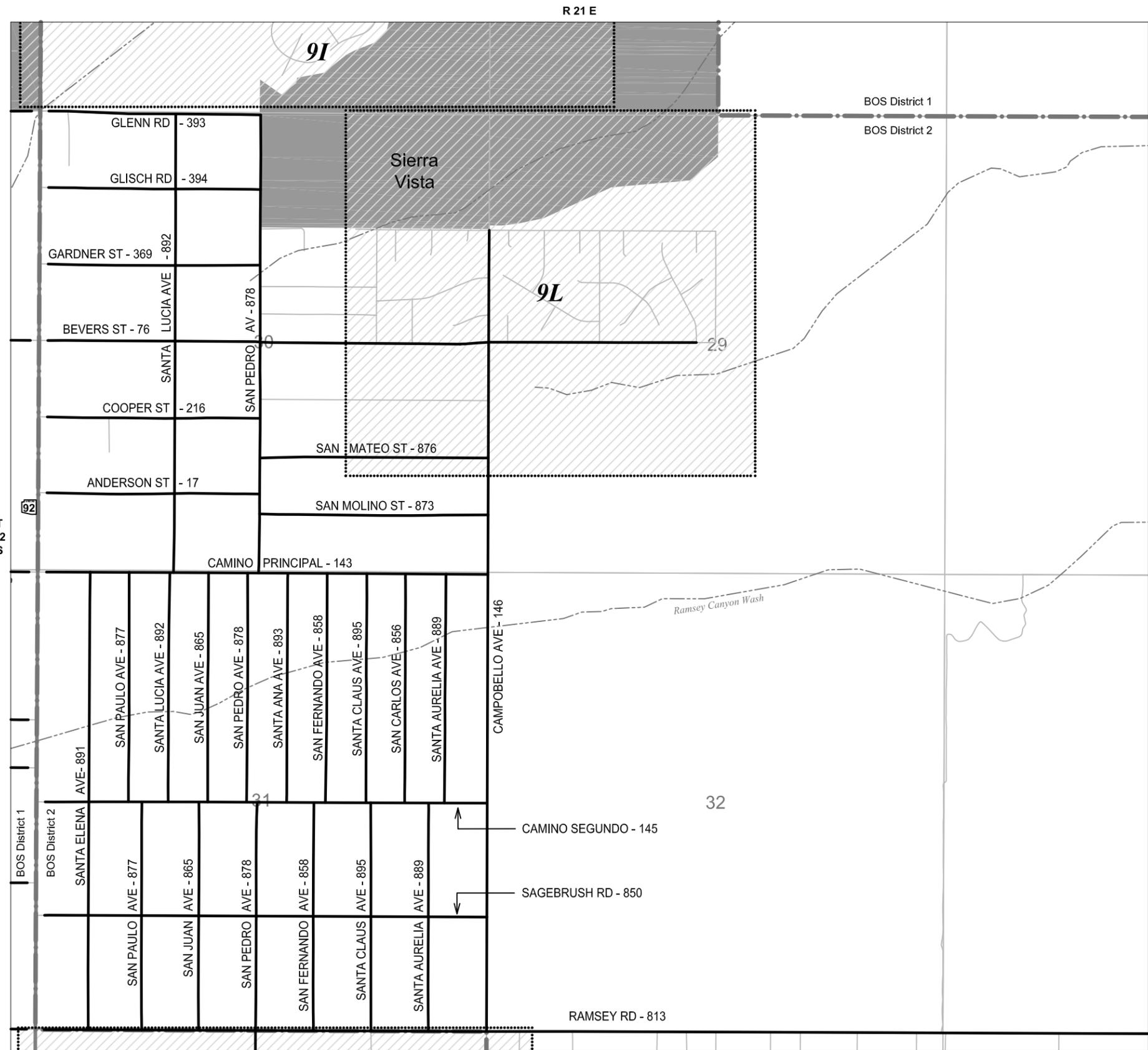
**NOTES**

1. Map contains portions of BOS District 1, 2 and 3.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



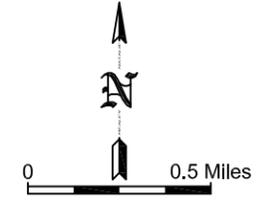
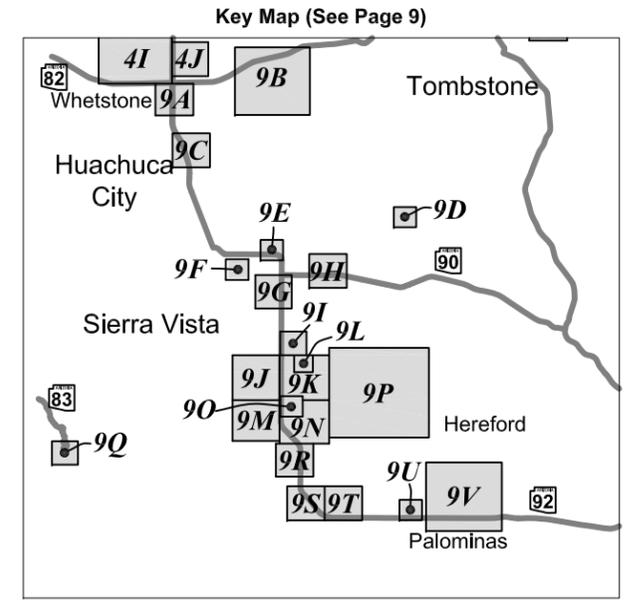
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary
- Page Boundary
- Incorporated City

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

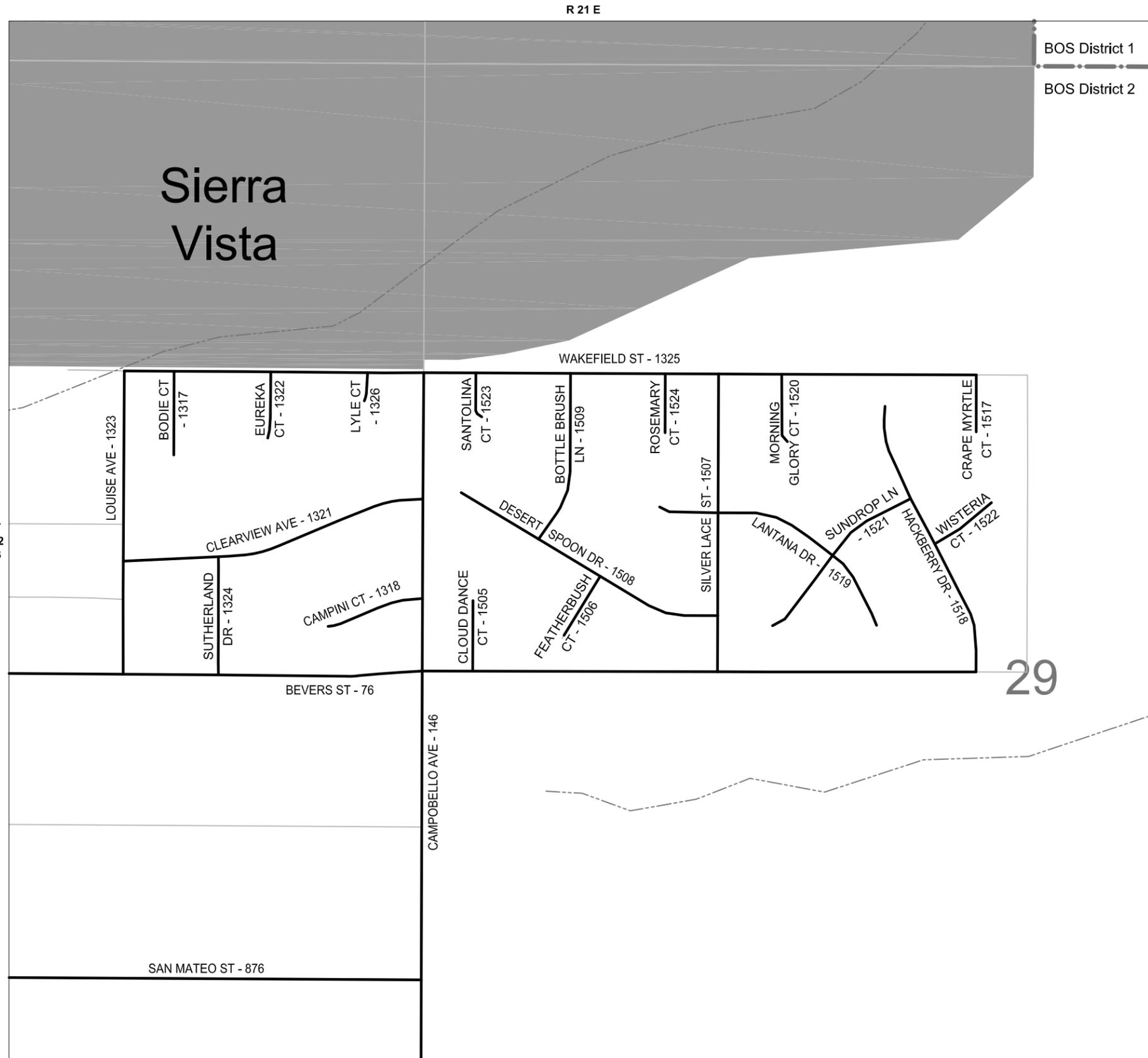
**NOTES**

1. Map contains portions of BOS District 1 and 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

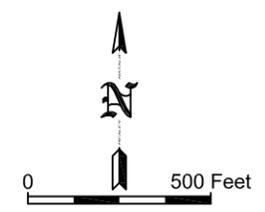
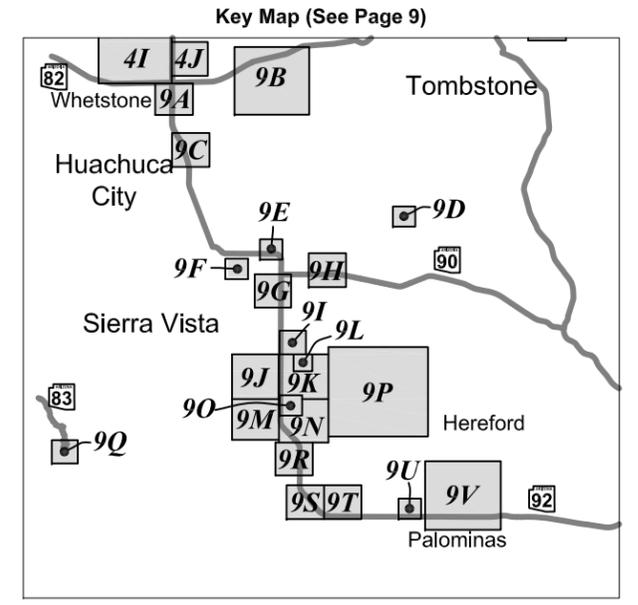


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

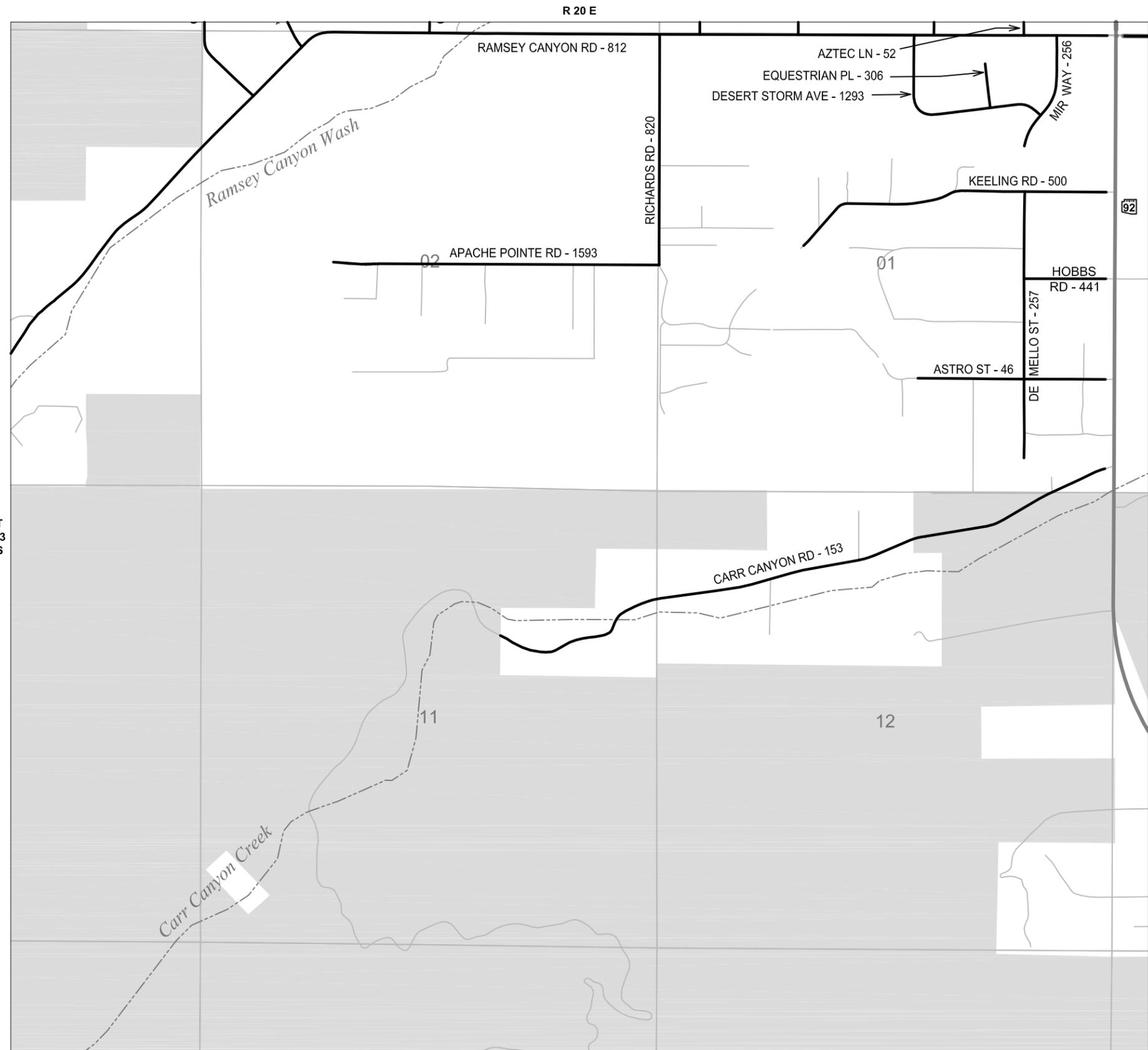
**NOTES**

1. Map contains portions of BOS District 1 and 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



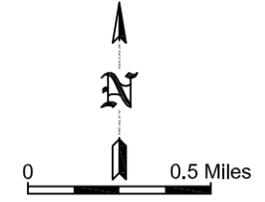
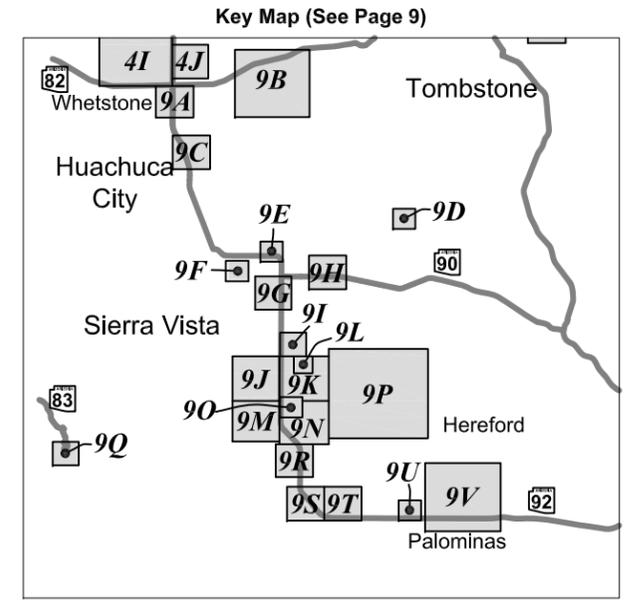
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Nat'l Forest/Park

**AMENDMENTS**

Res. No.	Date	Res. No.	Date

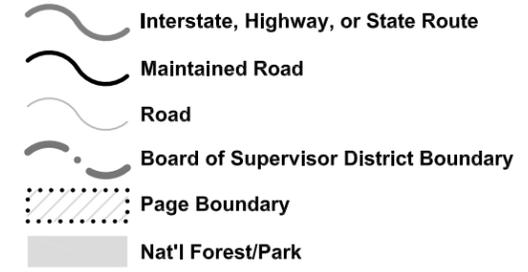
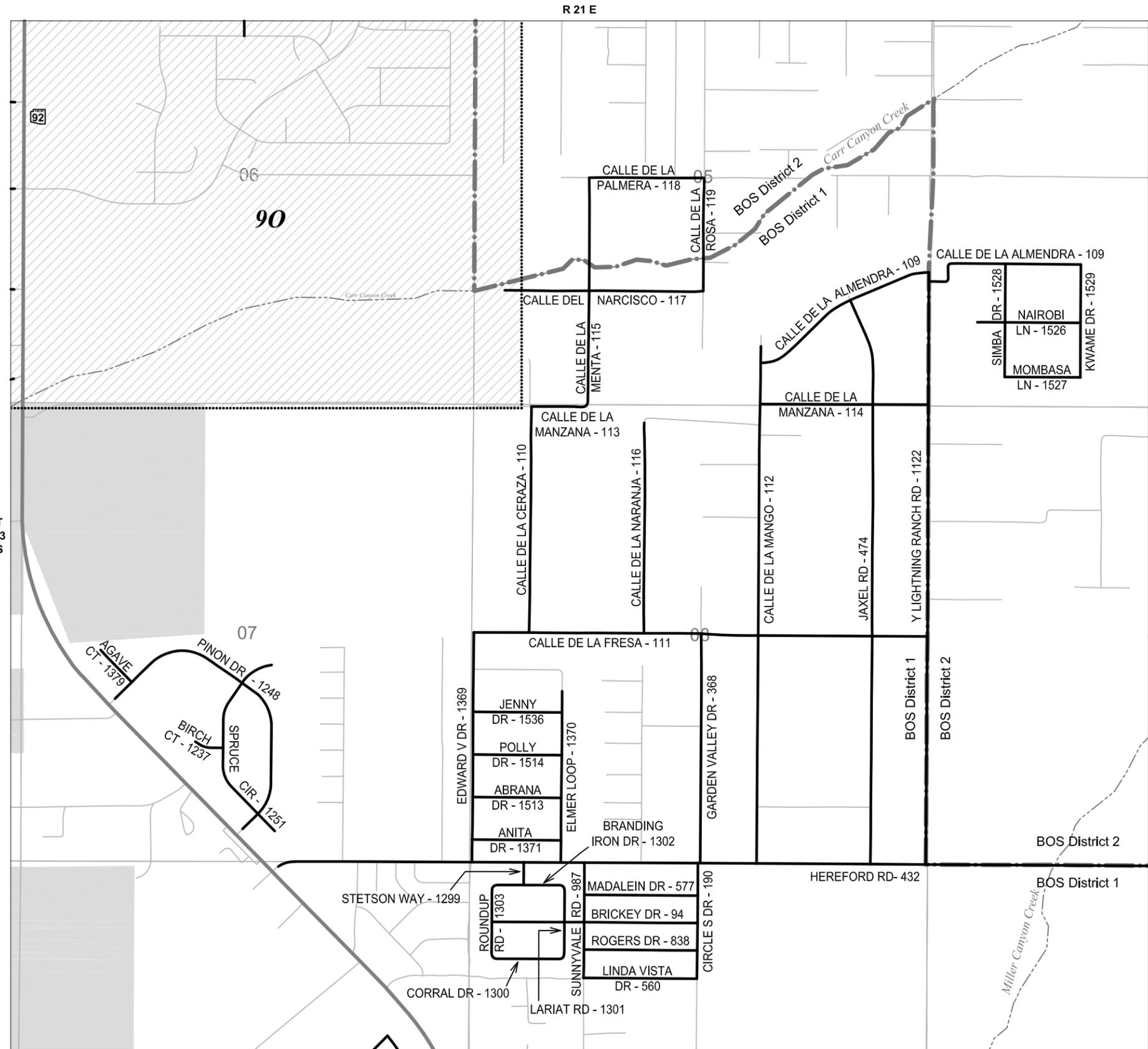
**NOTES**

1. Map contains a portion of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

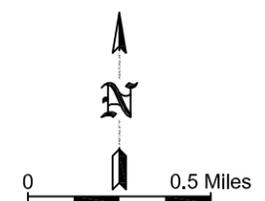
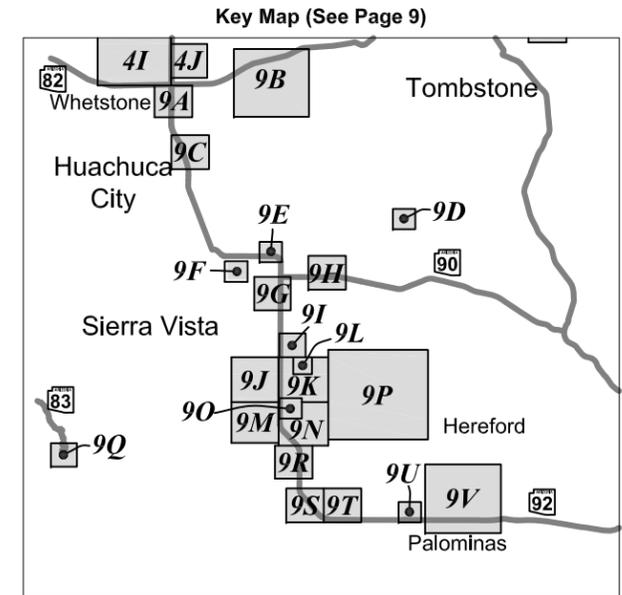
Nov 2016

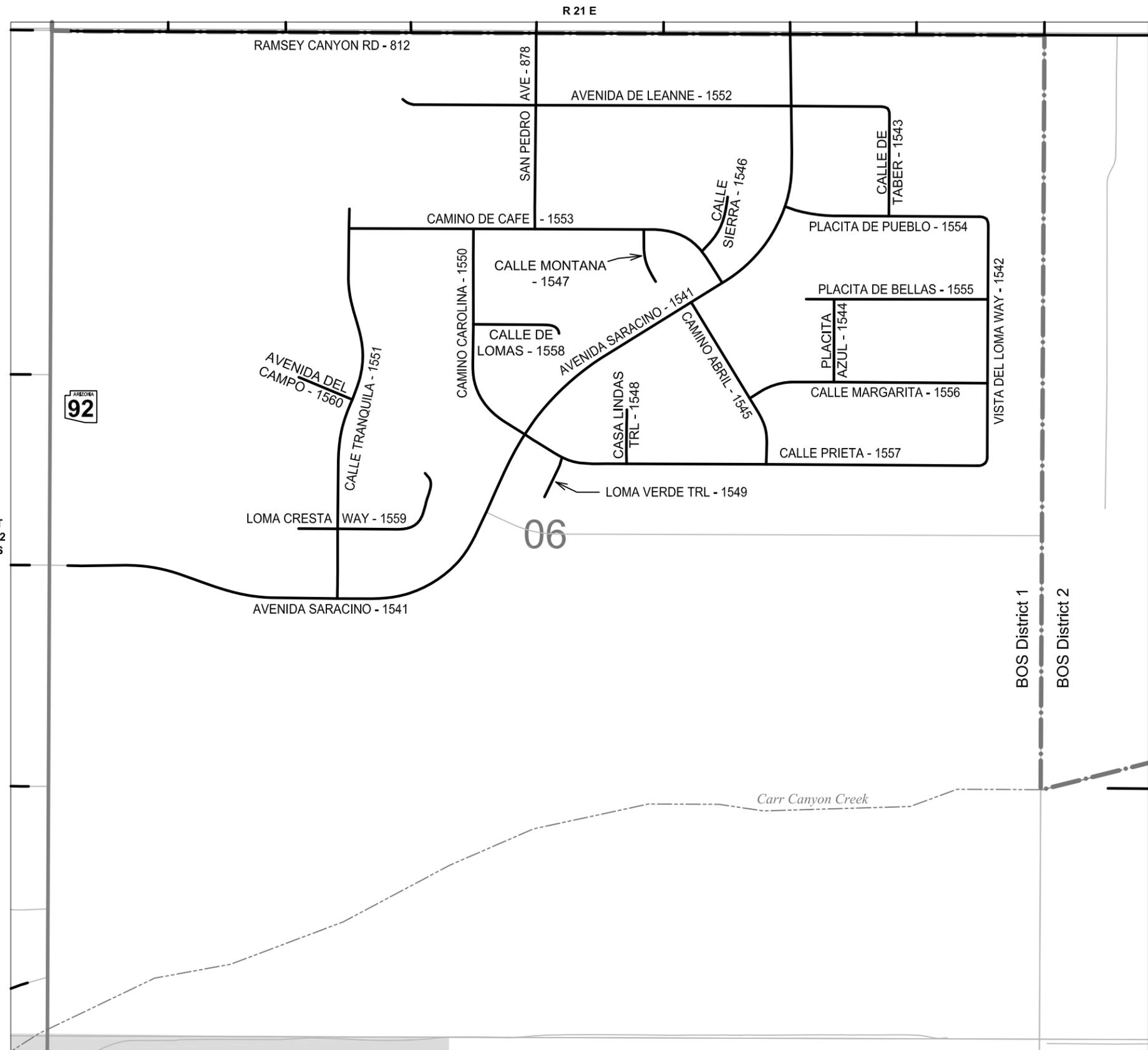


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

- NOTES**
1. Map contains portions of BOS District 1 and 2.
  2. Y-Lightning Ranch Rd - 1122 is coincident with the boundary of BOS District 1 and 2.
  3. The eastern portion of Hereford Rd - 432 is coincident with the boundary of BOS District 1 and 2.



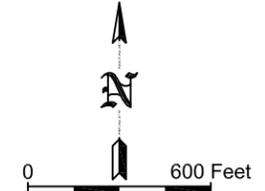
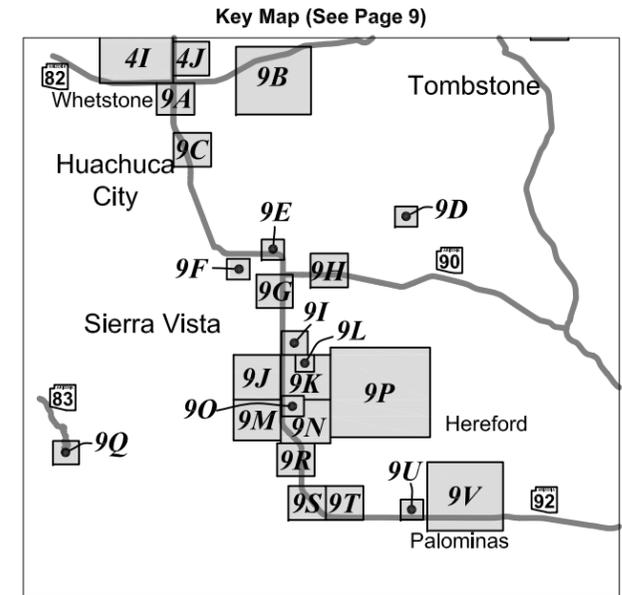


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

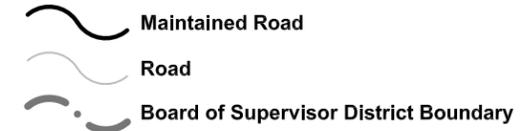
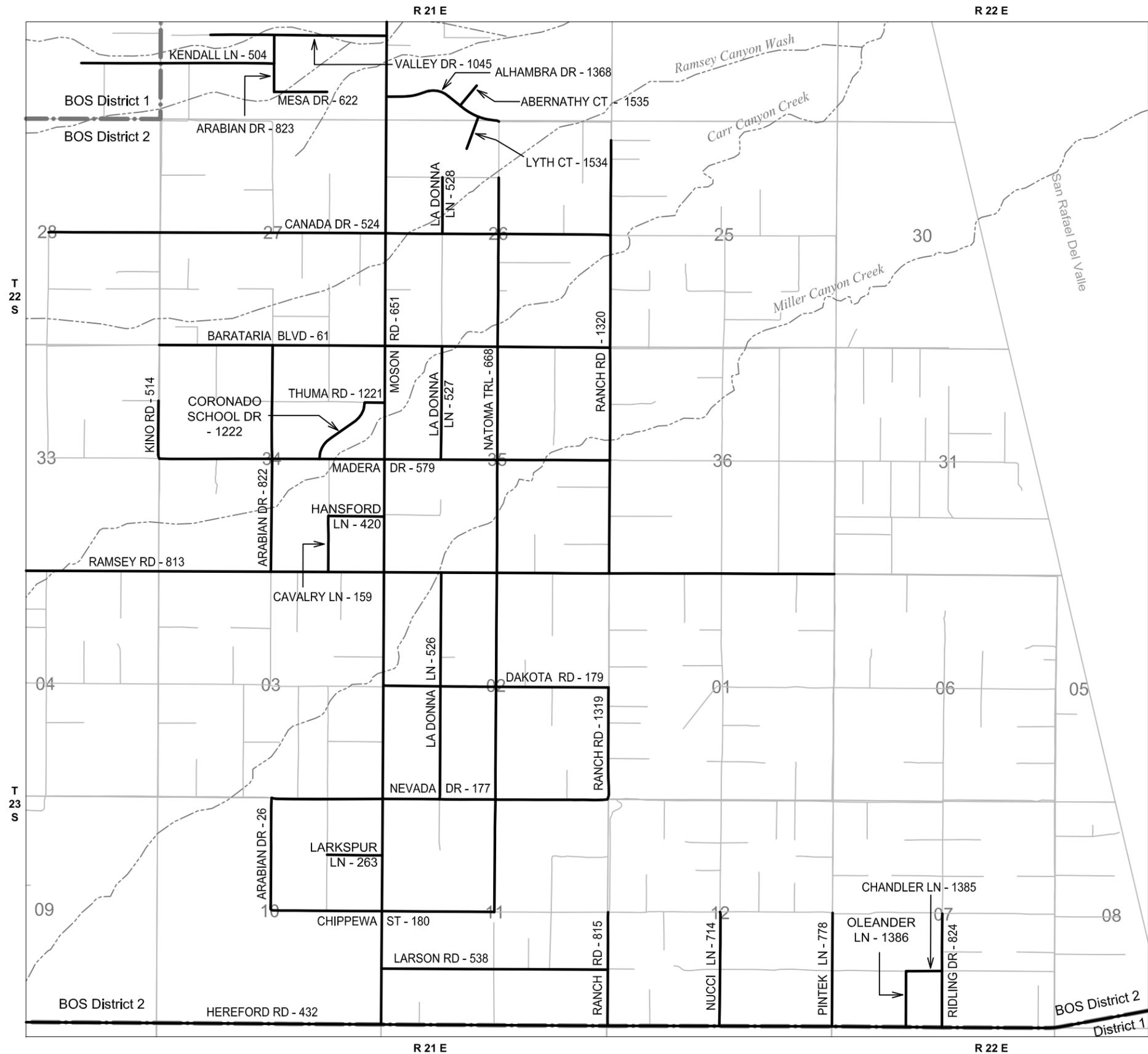
**NOTES**

1. Map contains portions of BOS District 1 and 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

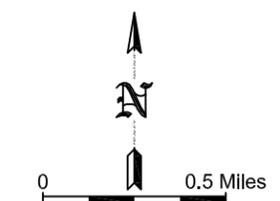
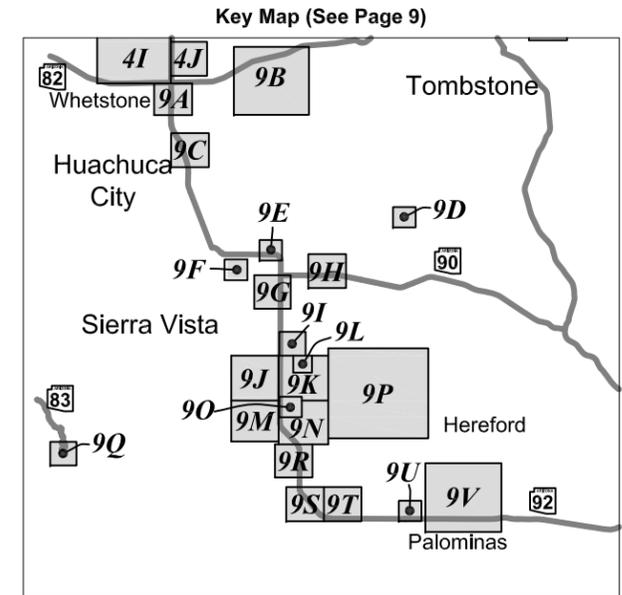
Nov 2016



**AMENDMENTS**

Res. No.	Date	Res. No.	Date

- NOTES**
1. Map contains portions of BOS District 1 and 2.
  2. Hereford RD - 432 is coincident with the boundary of BOS District 1 and 2.





- Interstate, Highway, or State Route
- Maintained Road
- Road
- Nat'l Forest/Park

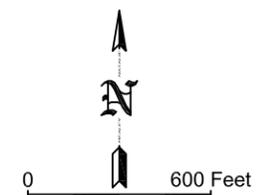
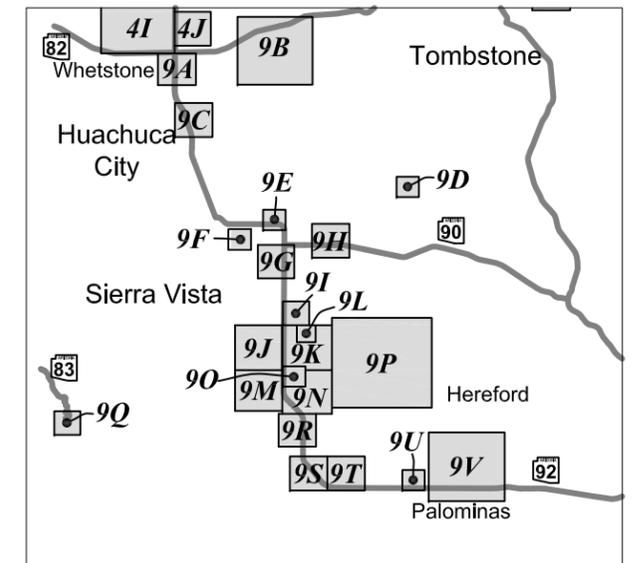
**AMENDMENTS**

Res. No.	Date	Res. No.	Date

**NOTES**

1. Map contains portions of BOS District 1.

Key Map (See Page 9)



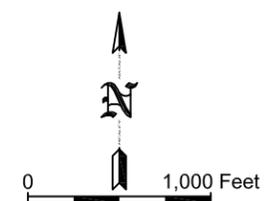
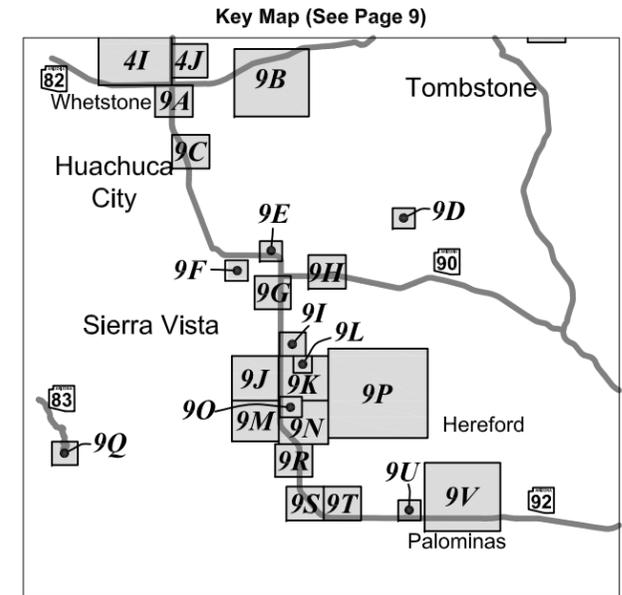


**AMENDMENTS**

Res. No.	Date	Res. No.	Date

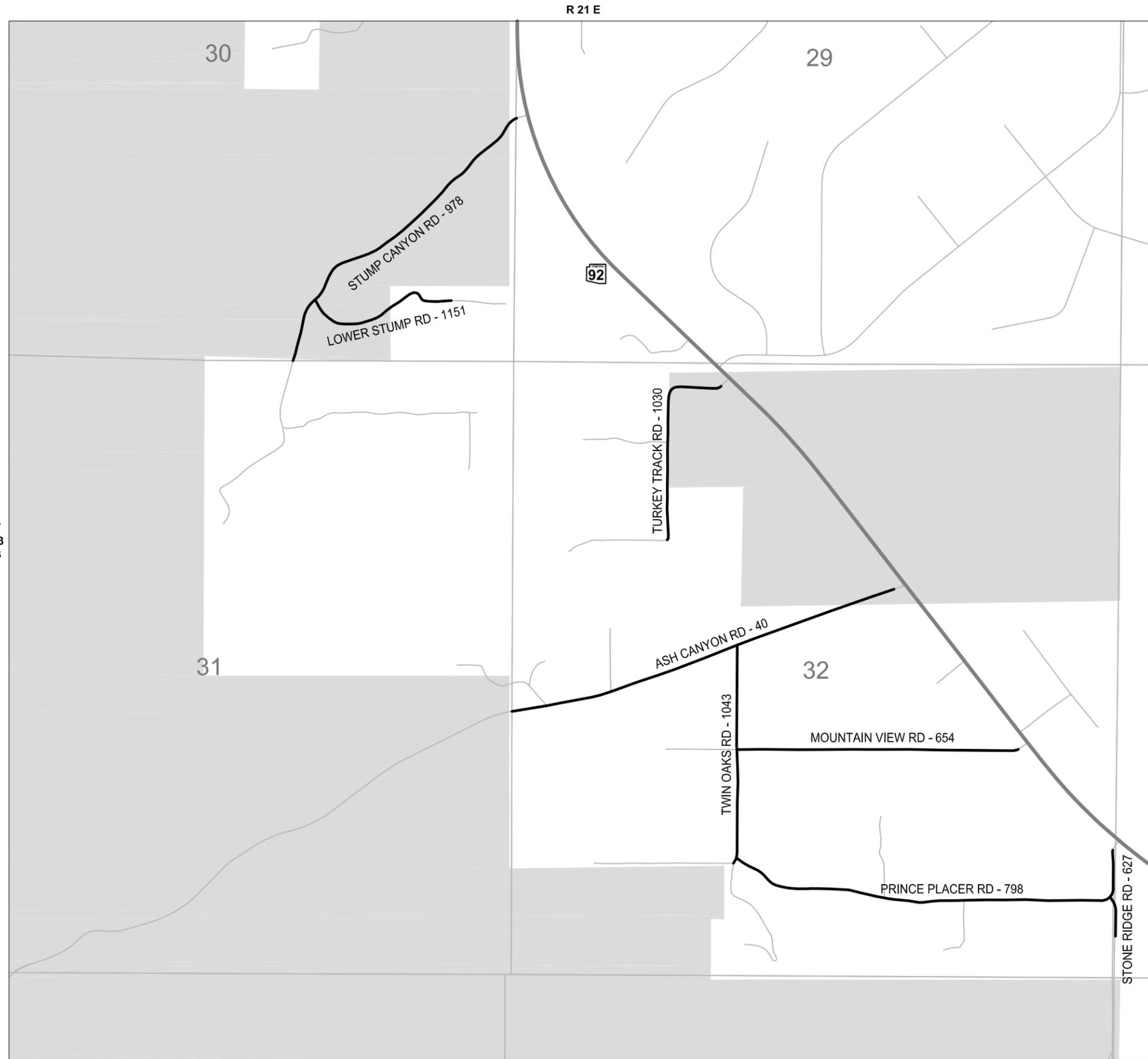
**NOTES**

1. Map contains a portion of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

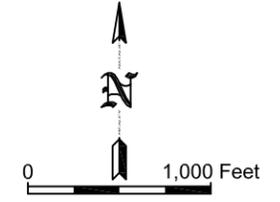
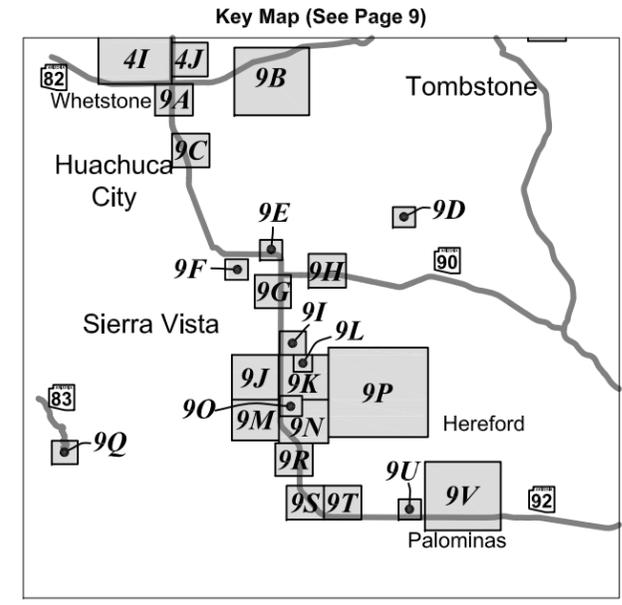


**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	-	-	-

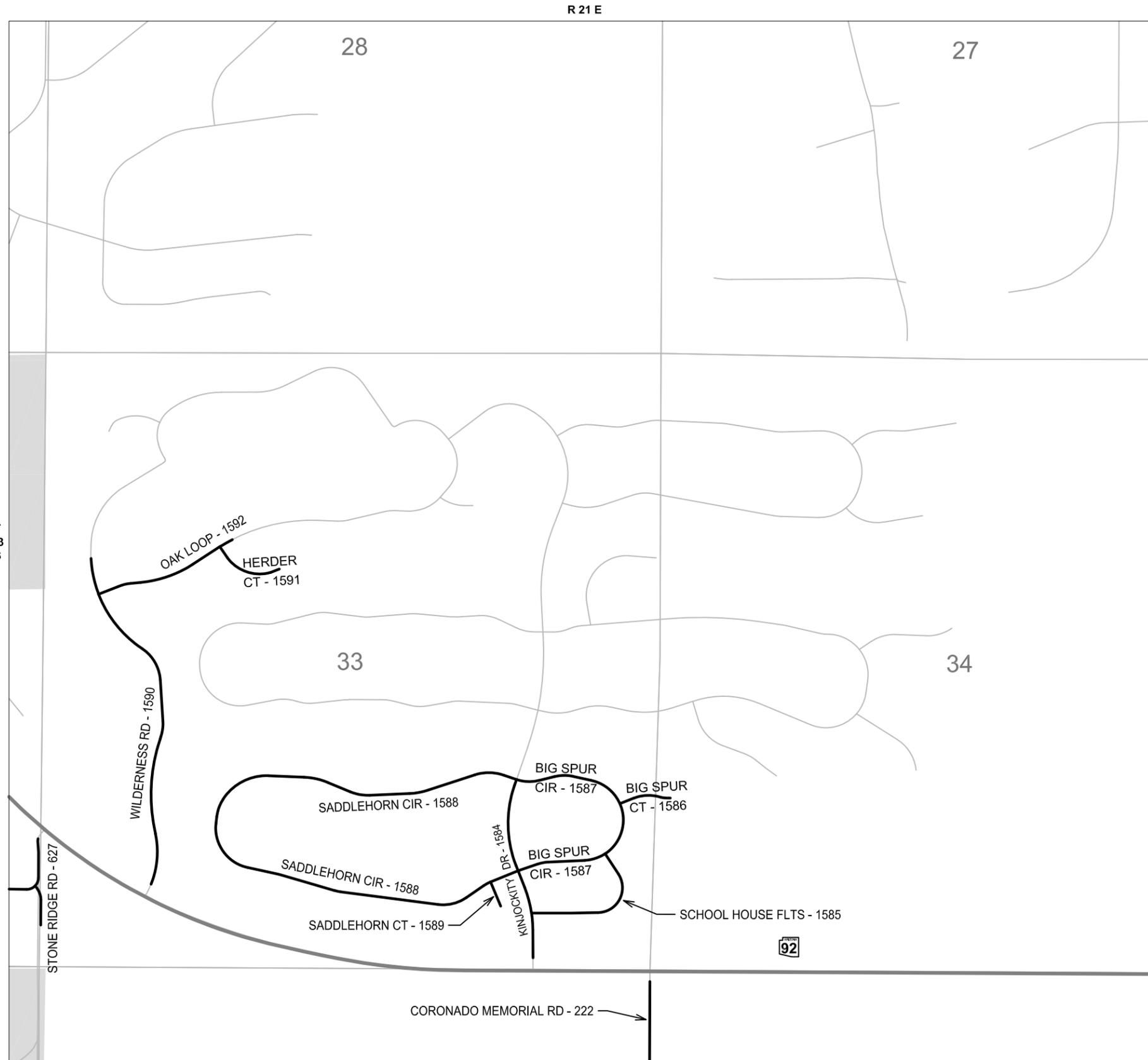
**NOTES**

1. Map contains a portion of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016



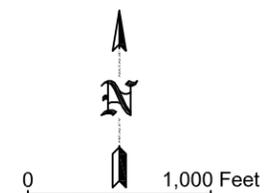
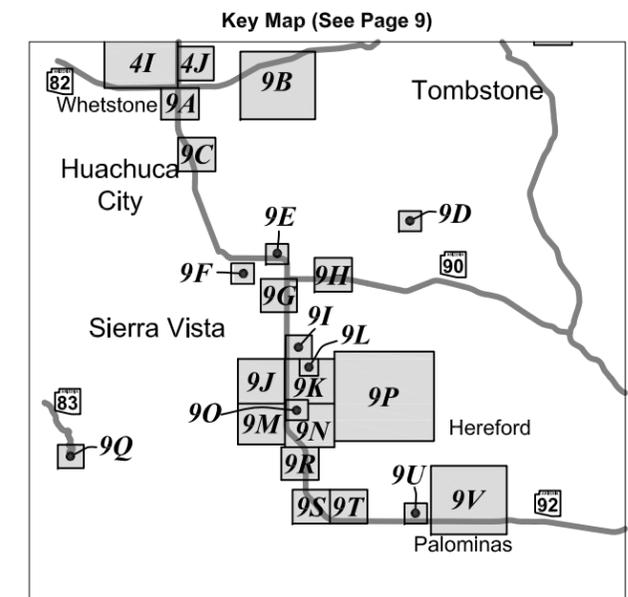
- Interstate, Highway, or State Route
- Maintained Road
- Road
- Nat'l Forest/Park

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	-	-	-

**NOTES**

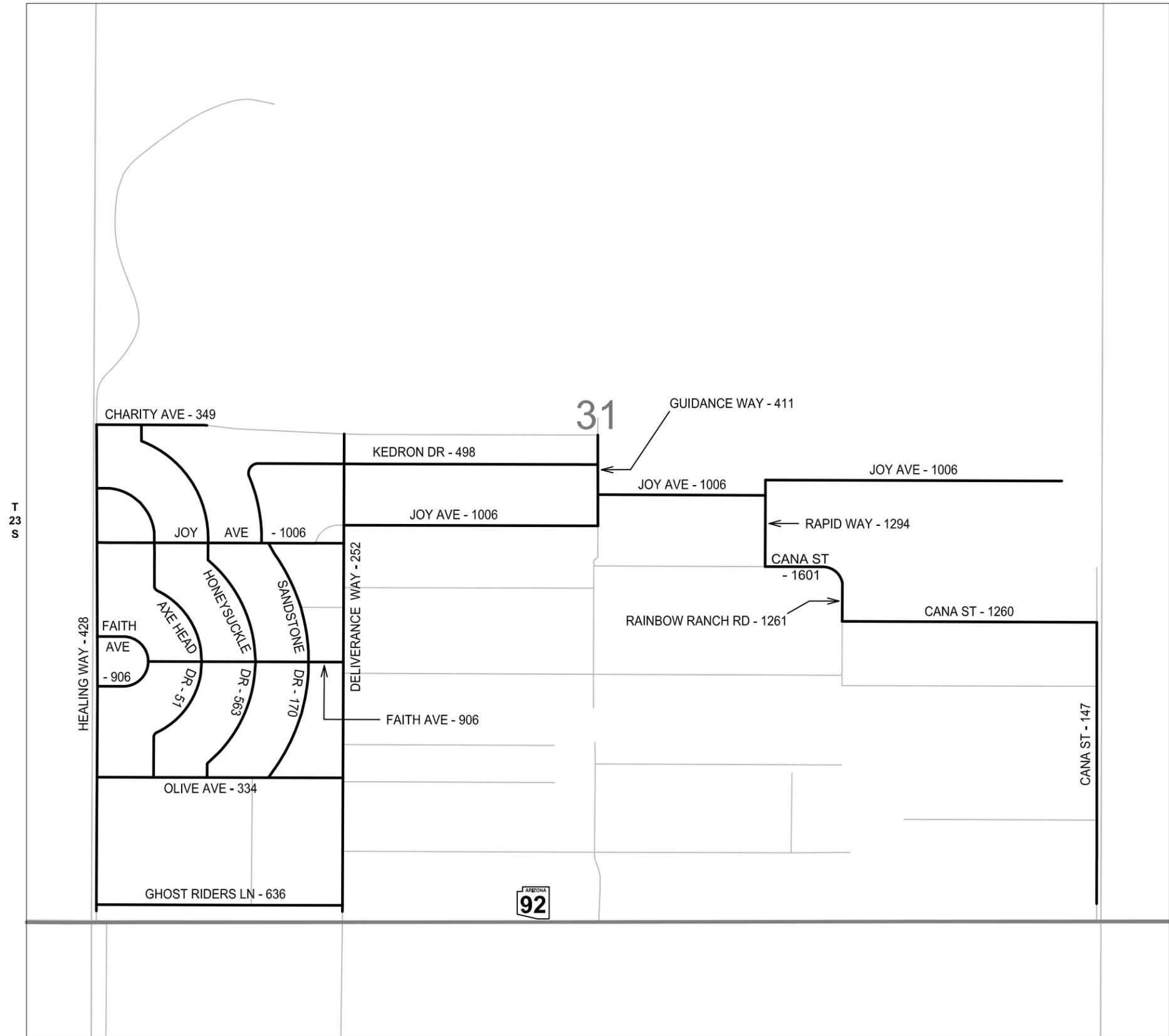
1. Map contains a portion of BOS District 1.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

R 22 E



T 23 S

T 23 S

R 22 E



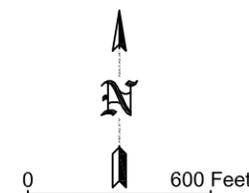
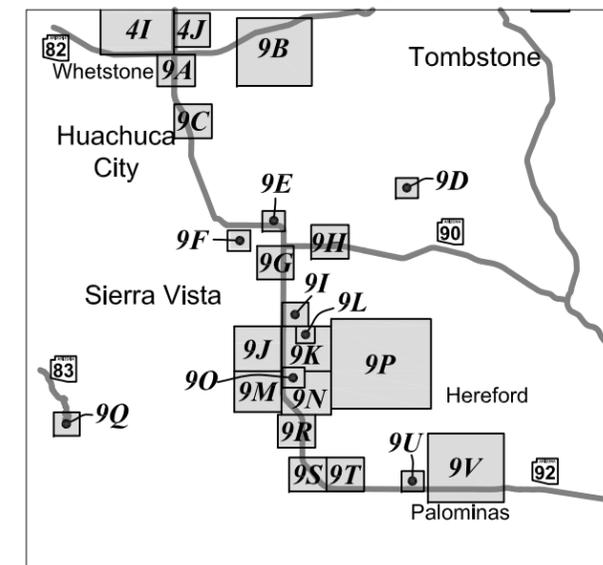
AMENDMENTS

Res. No.	Date	Res. No.	Date
-	/ /	-	/ /

NOTES

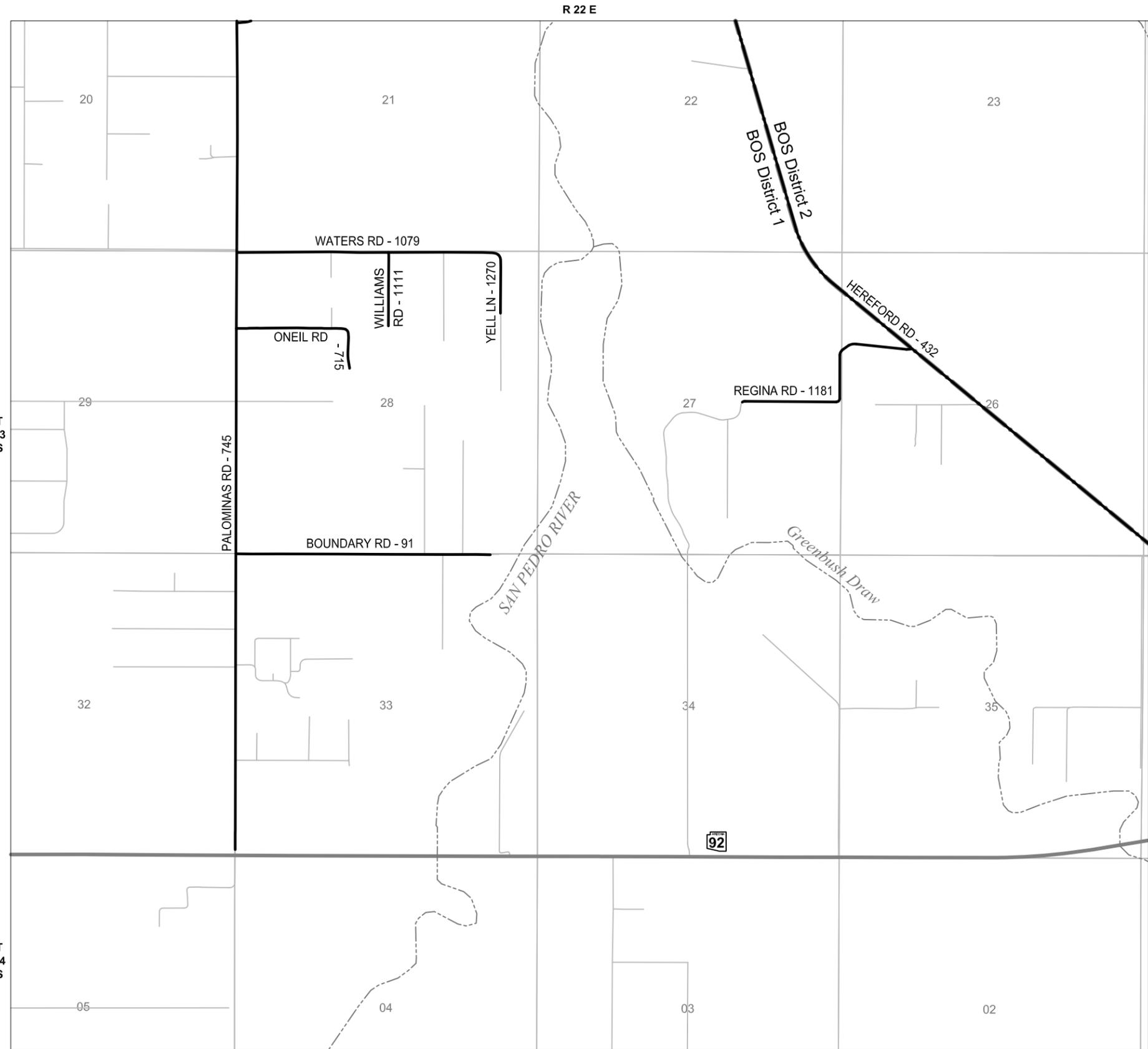
1. Map contains a portion of BOS District 1.

Key Map (See Page 9)



Maintained Road Atlas  
Highway & Floodplain Div.

Nov 2016

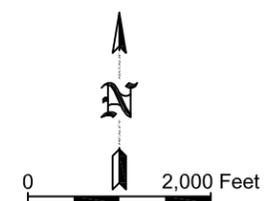
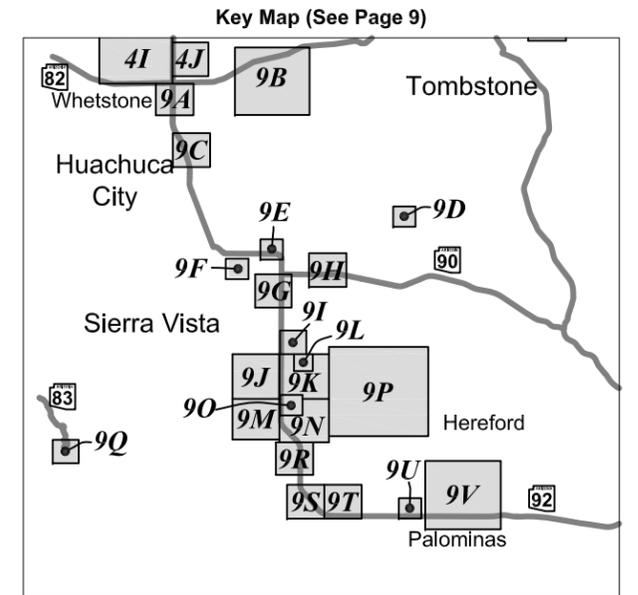


- Interstate, Highway, or State Route
- Maintained Road
- Road
- Board of Supervisor District Boundary

**AMENDMENTS**

Res. No.	Date	Res. No.	Date
-	- / - / -	-	- / - / -

- NOTES**
- Map contains portions of BOS District 1 and 2.
  - Hereford Rd - 432 is coincident with the boundary of BOS District 1 and 2.



**Maintained Road Atlas**  
Highway & Floodplain Div.

Nov 2016

**Regular Board of Supervisors Meeting**

**Meeting Date:** 11/15/2016

Approve Intergovernmental Agreement with the Whetstone Water Improvement District for Legal Services

**Submitted By:** Lauri Owen, County Attorney

**Department:** County Attorney

**Presentation:**

**Recommendation:**

**Document Signatures:**

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

**NAME**  
**of PRESENTER:**

**TITLE**  
**of PRESENTER:**

**Mandated Function?:**

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve the Intergovernmental Agreement (IGA) with the Whetstone Water Improvement District for the County Attorney's Office to provide legal services effective November 15, 2016 with an automatic annual renewal option.

**Background:**

The Whetstone Water Improvement District (WWD), a political subdivision of Cochise County, does not presently have legal representation, and recently requested that the County Attorney's Office provide it with legal representation. Pursuant to A.R.S. § 11-532(E), the County Attorney can provide legal services to another political subdivision through an IGA.

The agreed-upon rate is \$75 per hour for attorney time spent on representing WWD and \$38 per hour for paralegal time. Billing shall accrue quarterly, with statements sent in January, April, July, and October. Payment is due within thirty (30) days of the billing date.

The contract would commence from one year from the date that this IGA is approved by all parties, and shall thereafter automatically renew for successive one year periods; provided, however, that either party may terminate this Agreement with or without cause upon thirty (30) days' written notice.

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

If approved, the County Attorney will begin providing legal services for the Whetstone Water Improvement District.

**Impact of NOT Approving/Alternatives:**

The Whetstone Water Improvement District would have to find another source of legal services.

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

Route the IGA to the Board Chair to sign, then provide a copy of the signed IGA to the County Attorney. Thank you.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

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

1: GENERAL FUND

**Fund Transfers**

**Fiscal Year:** 2017

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

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

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

**A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):** 0

**Source of Funding?: IGA**

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

Approval will result, in sum, to a slight increase to the general fund based on hours worked and billed.

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**Attachments**

IGA

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**INTERGOVERNMENTAL AGREEMENT  
FOR LEGAL SERVICES**

This Intergovernmental Agreement for Legal Services (“Agreement”) is entered into among the Cochise County Board of Supervisors (“Board”), the Cochise County Attorney (“County Attorney”), and the Whetstone Water District (“WWD”).

**RECITALS:**

A. WWD requires legal representation and requests that the County Attorney provide that service; and

B. The County Attorney is authorized to provide that legal representation pursuant to A.R.S. § 11-532(E); and

C. The Board, County Attorney, and WWD are authorized to enter into this Intergovernmental Agreement for Legal Services pursuant to A.R.S. § 11-952 and are willing to do so pursuant to the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Purpose:** The purpose of this Agreement is for the County Attorney to provide prompt, efficient, and professional legal services to WWD.

2. **Term:** The initial term of this Agreement shall be from one year from the date that this IGA is approved by all parties hereto, and shall thereafter automatically renew for successive one year periods; provided, however, that either party may terminate this Agreement with or without cause upon thirty (30) days’ written notice.

3. **Duties of WWD:**

a. WWD shall pay to the County Attorney \$75 per hour for attorney time spent on representing WWD and \$38 per hour for paralegal time.

b. Billing shall accrue quarterly, with statements sent in January, April, July, and October. Payment is due within thirty (30) days of the billing date.

4. **Duties of County Attorney:** County Attorney shall:

a. Provide prompt, efficient, and professional legal representation to the extent that time, resources and expertise allow.

b. The County Attorney will maintain a confidential, attorney/client relationship with WWD with regard to legal representation and advice. The County Attorney will not represent WWD in any claim or action against the County, unless the conflict is waived by all parties thereto.

**5. Disposition of Property upon Termination:**

a. The parties do not anticipate the purchase of any property pursuant to this Agreement. Any property that is acquired by the County Attorney with the funds provided will remain with the County Attorney.

**6. Termination:**

a. Conflict of Interest Cancellation. This Agreement can be canceled without penalty or further obligation pursuant to A.R.S. § 38-511.

b. Termination for Nonpayment. WWD's failure to make the required payment when due constitutes cause for termination upon thirty (30) days' prior written notice from the County Attorney.

c. By Agreement. This Agreement may be terminated at any time by agreement of the parties upon thirty (30) days' written notice.

**7. Contract Applicability to Third Parties:**

a. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any third party of any kind whatsoever.

**8. Indemnification:**

a. WWD's Indemnification Obligations: WWD agrees that it shall, to the fullest extent under the law, defend, protect, indemnify, and hold the County Attorney harmless from every kind or character of damages, losses, liabilities, expenses, demands, or claims (collectively "Losses") arising out of, connected with, incident to, resulting from, or relating to the performance of the duties outlined in this contract to the extent such Losses are caused by the negligence or fault of any member of WWD, which obligation shall not be diminished in any regard if such Losses were caused in part by the concurrent or joint negligence, either active or passive, of the County Attorney.

b. County's Indemnification Obligations: The County agrees to defend, protect, indemnify, and hold harmless WWD for losses to the extent that such losses are

directly related and caused by the negligence or fault of any employee of the County Attorney.

c. **Limitations:** Neither WWD nor the County Attorney shall indemnify the other Party for any losses resulting from the willful or negligent acts of the other Party or members of its organization. In no event, whether as a result of contract, tort, strict liability, or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental, or consequential damages, and the indemnification obligations shall not be reduced by any insurance coverage or insurance proceeds a Party may have with respect to a claim.

**9. Workers' Compensation:** An employee of any party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be deemed to be Cochise County, which shall be solely liable for any workers' compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

*All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.*

**10. Non-Discrimination:** The parties agree to comply with all applicable federal and state laws prohibiting discrimination on the basis of race, sex, national origin, disability, religion, color, or age. Such laws include, but are not limited to, Executive Order 99-4, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments Act of 1972.

**11. No Boycott of Israel.** In accordance with A.R.S. § 35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

**12. Compliance With Immigration Laws.** The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration

Laws”). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

**13. Inspection and Audit:** Each party agrees to keep all books, accounts, reports, files, and other records relating to this Contract for five (5) years after completion of the contract. In addition, each party agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

**14. Public Records Law:** Notwithstanding any other provision of the agreement, the parties understand that Cochise County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et. Seq.

**15. Jurisdiction and Applicable Law:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

**16. Attorney Review of this IGA:** Pursuant to A.R.S. § 11-952(D), this Agreement must be reviewed by an attorney for WWD and the Board. It is understood and agreed that each party has authorized the County Attorney to review and approve this Agreement on its behalf and waives any conflict arising from such review and approval, provided, however, that WWD may, at its option, retain another attorney to review and approve this Agreement.

**17. Execution in counterpart:** This Agreement may be executed by its contracting parties in duplicate counterparts, each one of which shall constitute a binding contract document when signed.

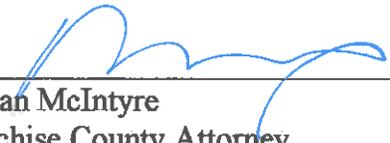
**18. Severability:** In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

**19. Electronic Signatures.** Either party may sign this Agreement with electronic signatures.

///  
///

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

**COCHISE COUNTY ATTORNEY**

By:  10/25/16  
Brian McIntyre Date  
Cochise County Attorney

**COCHISE COUNTY BOARD of SUPERVISORS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Richard Searle, Chair

**ATTEST:**

\_\_\_\_\_  
Arlethe Rios Date  
Clerk of the Board

Whetstone Water District  
By:  21 Oct 16  
~~NAME~~, Chair Date  
Tim Sulger, Chair

The above Agreement, which is an agreement between public agencies, and has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

**APPROVED:**

By:  10/25/16  
Britt Hanson, Chief Civil Deputy Date  
Cochise County Attorney