Board of Supervisors

Patrick G. Call
Chairman
District 1

Ann English
Vice-Chairman
District 2

Richard R. Searle
Supervisor
District 3

Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, May 10, 2011 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

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

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

CONSENT

Board of Supervisors

1. Approve an application for a permanent Extension of Premises liquor license submitted by Mr. Harry R. Hanes for Apache Spirit Ranch LLC located at 895 W. Monument Road in Tombstone.

2. Approve the Minutes of the regular meeting of the Board of Supervisors of April 26, 2011.

Community Development

3. Approve an increase in the Not to Exceed dollar amount of Contract No. 10-66-HFP-04 with Western Emulsions, Inc. for CRS-2 and CRS-2P emulsified asphalt products from $997,000 to $1,237,000.

Court Administration

4. Ratify Proclamation declaring May 3, 2011 as Law Day, Cochise County.

Finance

5. Approve demands and budget amendments for operating transfers.

Health

6. Approve Amendment #4, to IGA HG861327, Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department, in the amount of $312.50, for the period of 3/1/11 - 2/28/12.

Heavy Fleet

7. Approve the purchase of one (1) 2010 Caterpillar Model 140M Motor Grader from Empire Machinery Company in the amount of $289,716.89 including sales tax in accordance with the terms, conditions and pricing of Invitation for Bids (IFB) No. 10-45-HFM-04.

Information Technologies

8. Approve Decision Package to upgrade to Microsoft Exchange 2010 for countywide e-mail, including the necessary hardware, software and consulting and integration services, at a total cost of $135,067 to be paid from funds allocated to the County IT infrastructure.

PUBLIC HEARINGS

Community Development

9. Adopt Resolution 11-17, authorizing the exchange of an unnecessary right-of-way adjacent to Prince Road for a necessary right-of-way for Frontier Road as described therein.

10. Adopt Resolution 11-18, establishing Camino De Tundra as a declared County Highway as described therein.

11. Adopt Resolution 11-19, establishing a portion of Gleeson Road as a declared County Highway as described therein.

ACTION

Human Resources

12. Adopt Resolution 11-20 to renew Cochise County's membership in the Cochise Combined Trust (CCT) effective July 1, 2011 through June 30, 2014.

REPORT BY MICHAEL J. ORTEGA, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

CALL TO THE PUBLIC

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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.

Consent 1.

Regular Board of Supervisors Meeting **Board of Supervisors**

Date: 05/10/2011

Permanent Extension of Premises for Apache Spirit Ranch

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Approve an application for a permanent Extension of Premises liquor license submitted by Mr. Harry R. Hanes for Apache Spirit Ranch LLC located at 895 W. Monument Road in Tombstone.

Background:

Mr. Harry R. Hanes has applied for a Permanent Extension of Premises/Patio liquor license for the Apache Spirit Ranch LLC located at 895 W. Monument Road in Tombstone. The extension of premises/patio is permanent and will cover the pool area, patio, and pavillion. The security provision will be a fence surrounding the pool area. The Sheriff's Office and Planning and Zoning have approved the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to serve liquor outside of the established premises at his event.

To BOS Staff: Document Disposition/Follow-Up:

Board staff will forward the Board's decision to the ADLLC.

Attachments

Application

Completed Review Forms

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☒ Permanent change of area of service – Give specific purpose of change: **We will have certain Outdoor Events and Activities for our registrated Guests in different areas, were we would like to provide snacks and also beer etc. (Example: Campfire Spots and Picnic Areas)**

☐ Temporary change for date(s) of: ______

1. Licensee's Name: **Hanes** (Last) **Harry** (First) **Richard** (Middle)
2. Mailing Address: ______ **Tombstone** (City) **AZ** (State) **85638** (Zip)
3. Business Name: **Apache Spirit Ranch LLC** LICENSE #: **11023012**
4. Business Address: **895 W. Monument Rd.** **Tombstone** (City) **Cochise** (COUNTY) **AZ** (State) **85638** (Zip)
5. Business Phone: (**520**) **3357796** Residence Phone: (**520**) **457 7299**
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO **FAX # (520) 457 7290**
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES When? **September 2010**
8. What security precautions will be taken to prevent liquor violations in the extended area? **Owners, Liquor Licence Manager and Bar tenders to supervise cores to designate area where drinking is permited and restrictec**
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

******After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

______ (Authorized Signature) ______ (Title) ______ (Agency)

I, ~~Harry Richard Hanes~~ Peter Stenger (Print full name), being first duly sworn upon oath, hereby depose, swear and declare under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X [signature] (Signature of Owner ~~or Agent~~)

State of **Arizona** County of **Cochise**
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
18 / 03 / 2011
Day Month Year

My commission expires on: 8-25-2011

Laurie L. Lamb
(Signature of NOTARY PUBLIC)

LAURIE L. LAMB
Notary Public - Arizona
Cochise County
My Commission Expires
August 25, 2011

Investigation Recommendation ☐ Approval ☐ Disapproval by: ______ Date: ______

Director Signature required for Disapprovals______ Date: ______

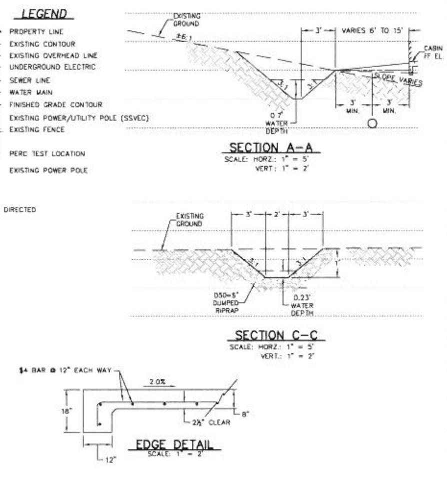
*Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.

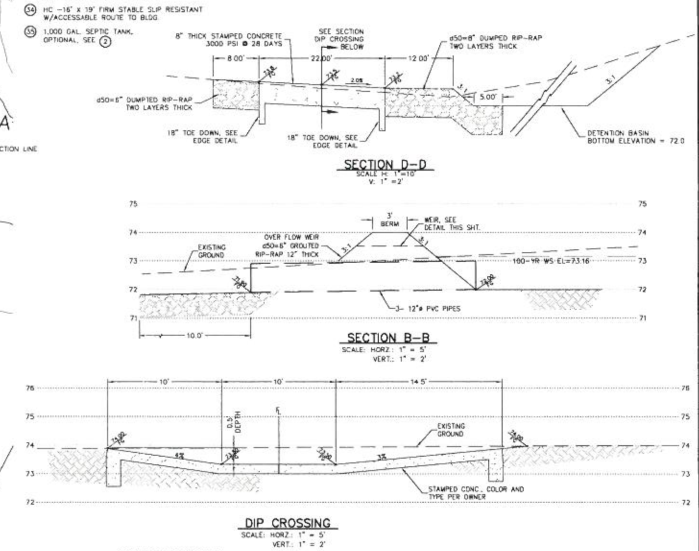
TAG LEGEND

1. EXISTING POWER POLE (REMOVE)
2. 5,000 SEPTIC TANK OR 2 2,500 GAL. TANKS OR 2 2,000 GAL. TANKS IF THE 1,000 GAL. TANK OPTION UNDER TAG 35 IS INSTALLED
3. 24' ROADWAY MIN. TO HC W/2" GRAVEL
4. TWO 5,000 GALLON STORAGE TANKS
5. 4" SDR-35 PVC SEWER PIPE
6. SEWER CLEAN-OUT PER MAG DETAIL 441
7. EXISTING CORRAL, TO REMAIN
8. EXISTING FENCING, REMOVE AS DIRECTED
9. EXISTING CONCRETE WASH CROSSING
10. WELL SITE -- SEE WATER PLANS
11. 3- 12" PVC PIPES, DETENTION BASIN OUTLET
12. EXISTING POWER POLE
13. EXISTING BUILDING TO BE REMOVED
14. EXISTING DIRT ROAD, TO BE GRADED OR ABANDONED AS DIRECTED
15. 3" PE PIPE, CL. 100 WATER LINE
16. 4" FDC STAND PIPE, SEE DETAIL SHT. 3
17. 10,000 GALLON DOMESTIC/SPRINKLER WATER SEE SYSTEM DESCRIPTION ON SHEET W2
18. 1 1/2" PE PIPE, CL. 100 WATER LINE
19. DIP CROSSING SEE DETAIL THIS SHEET
20. 4"ø PVC C-900 CL.150 FIRE LINE
21. 2" PE PIPE, CL. 100 WATER LINE
22. UNDERGROUND ELECTRICAL
23. APPROXIMATE LOCATION OF ELEC. TRANSFORMER
24. EXISTING ADOBE WALL RUINS, NOT TO BE DISTURBED
25. EXISTING CISTERN, TO BE MODIFIED INTO POOL
26. ABANDONED CISTERN, DO NOT DISTURB
27. OLD MINE, DO NOT DISTURB
28. FOR POOL/REC. AREA ENCLOSURE SEE ARCH. PLANS
29. EXISTING BUILDING TO REMAIN
30. DIRECTIONAL SIGN (BY SEPARATE PERMIT)
31. ENTRANCE SIGN (BY SEPARATE PERMIT)
32. PARKING STALLS 9' X 19' - 2" CRUSHED GRANITE
33. 3/4" PE PIPE, CL 100 WATER LINE W/ BACKFLOW PREVENTOR TO POOL
34. HC -16' X 19' FIRM STABLE SLIP RESISTANT W/ACCESSABLE ROUTE TO BLDG
35. 1,000 GAL. SEPTIC TANK, OPTIONAL, SEE 2

LEGEND

——	PROPERTY LINE
—4587—	EXISTING CONTOUR
—OH—	EXISTING OVERHEAD LINE
—UE—	UNDERGROUND ELECTRIC
—S—	SEWER LINE
—W—	WATER MAIN
—44—	FINISHED GRADE CONTOUR
	EXISTING POWER/UTILITY POLE (SSVEC)
—x—x—	EXISTING FENCE
#1	PERC TEST LOCATION
•	EXISTING POWER POLE





GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

#	DATE	BY	DESCRIPTION
3	9/22/09	BB	REVISED WATER LINE SIZES
2	08/13/09	BB	REVISED PER COUNTY COMMENTS (WASTE DISPOSAL)
1	07/29/09	BB	REVISED PER COUNTY COMMENTS

REVISIONS

PREPARED BY:

29010 DETLEF A.F. LIEBE ARIZONA U.S.A.

BUCK LEWIS ENGINEERING, INC.
PLANNERS • ENGINEERS • CONSULTANTS
P.O. BOX 1373
SIERRA VISTA, ARIZONA 85636-1373
PHONE: (520) 459-1122
EMAIL: postmaster@blecivil.com
4036 B LA LINDA WAY
SIERRA VISTA, ARIZONA 85635
FAX: (520) 458-9246

APACHE SPIRIT RANCH

SITE & GRADING PLAN

WEST 1/2, SECTION 4 AND NORTHEAST 1/4, SECTION 9
T22S, R20E, G&SRM
TAX ID # 109-01-004C

JOB#:

6/8/09

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

Janice K. Brewer
GOVERNOR

Alan Everett
DIRECTOR

April 5, 2011

Harry R Hanes
Apache Spirit Ranch LLC
895 W Monument Rd
Tombstone, AZ 85638

Re: Application for Extension of Premises for License # 11023012

Mr. Hanes:

Enclosed you will find your original Application for Extension of Premise/Patio Permit. The following information is missing and/or needs correcting:

- **This application requires an authorized signature from your local Board of Supervisors or City Council before the department will accept and review the Application for Extension of Premise/Patio Permit.**

Should you have any questions, please contact me at (602) 542-9032.

Thank you,
Alan Everett
Director

Cindy Bejar per DW
Cindy Bejar
Licensing Manager

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:	Harry Richard Hanes	Address:	895 W. Monument Road
Business Name:	Apache Spirit Ranch	City/Zip:	Tombstone/85638
Liquor License #:	11023012	Parcel #:	109-01-004J
Ownership Type:	LLC	Liquor License ☐	Special Event Liquor License ☐
Partner(s):		Extension of Premises ☒ (Temporary)	

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: N/A -this application is exempt from the 300 foot rule

	Approval	Disapproval
Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	☐	☐

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning?	Y ☒ N ☐	Zoning:	RU-4
Use permitted by P&Z?	Y ☒ N ☐	Permit#:	095060
Date Permit Issued:	November 30, 2009	Use Permitted:	Guest Ranch
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:	Permit and Customer Service Coordinator
Signature:	Dora V Flores	Date:	April 20, 2011
Contact phone:	(520) 432-9240	Email:	dflores@cochise.az.gov

Return completed form with any attachments by: 4/26/2011

COCHISE COUNTY BOARD OF SUPERVISORS

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

APPLICANT INFORMATION

Applicant Name:	Harry Richard Hanes	Address:	895 W. Monument Road
Business Name:	Apache Spirit Ranch	City/Zip:	Tombstone/85638
Liquor License #:	11023012	Parcel #:	109-01-004J
Ownership Type:	LLC	Liquor License ☐	Special Event Liquor License ☐
Partner(s):		Extension of Premises ☒	

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. 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:

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

Name: Paul J. Kostelli Title: Sgt., Civil

Signature: [signature] Date: 4-19-11

Contact phone: 432-9514 Email:

Return completed form with any attachments by: 4/26/2011

Consent 2.

Regular Board of Supervisors Meeting Board of Supervisors

Date: 05/10/2011

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of April 26, 2011.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Consent 3.

Regular Board of Supervisors Meeting **Community Development**

Date: 05/10/2011

Increase the contract amount of the Emulsified Asphalt Products Contract (No.10-66-HFP-04

Submitted By: Frances Marinez, Community Development

Department:	Community Development	**Division:**	Highways
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Carlos De La Torre	**TITLE of PRESENTER:**	Community Development Director
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Agenda Item Text:

Approve an increase in the Not to Exceed dollar amount of Contract No. 10-66-HFP-04 with Western Emulsions, Inc. for CRS-2 and CRS-2P emulsified asphalt products from $997,000 to $1,237,000.

Background:

The Board of Supervisors previously approved contract No. 10-66-HPF-04 with Western Emulsions Inc. for CRS-2 and CRS-2P emulsified asphalt products in the amount of $997,000.00. The approved contract amount only encompassed the County's need for emulsified asphalt products and excluded any emulsified asphalt products for IGA work.

During the course of the year, Staff has used this approved contract amount to purchase emulsified asphalt products both for the County and IGA work. We are to the point that this approved contract is almost depleted, therefore, this contract needs to be amended to continue purchasing emulsified materials that are required for county projects.

With this in mind, Staff is recommending to the Board of Supervisor that Contract No. 10- 66-HPF-04 be increased in the not to exceed dollar amount of $240,000 and thus modifying the total contract amount from $997,000 to $1,237,000.

Department's Next Steps (if approved):

If approved, process change order to existing contract and monitor performance.

Impact of NOT Approving/Alternatives:

Scheduled projects will need to be postponed to FY 11/12

To BOS Staff: Document Disposition/Follow-Up:

Process and change order to the existing contract and monitor contract performance.

Fiscal Impact

Fiscal Year:	10/11

One-time Fixed Costs? ($$$):	$240,000
Ongoing Costs? ($$$):	
County Match Required? ($$$):	
A-87 Overhead Amt? (Co. Cost Allocation $$$):	
Source of Funding?:	HURF

Fiscal Impact & Funding Sources (if known):

Highway & Floodplain has budgeted for this expense in the annual work plan

Consent 4.

Regular Board of Supervisors Meeting — **Court Administration**

Date: 05/10/2011

Ratify Proclamation declaring May 3, 2011 as Law Day of Cochise County

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Ratify Proclamation declaring May 3, 2011 as Law Day, Cochise County.

Background:

Law Day took place on Tuesday, May 3, 2011 and the Law Day Proclamation (attached) was read at the Ceremony. However, the White House did not release the Proclamation until April 29th and therefore the Proclamation has not yet been officially approved by the Board. We are requesting that you ratify the Proclamation today.

Department's Next Steps (if approved):

Provide one signed original Proclamation to Court Administration; file the other signed original.

Impact of NOT Approving/Alternatives:

The Proclamation read at Tuesday's ceremony will not be approved.

To BOS Staff: Document Disposition/Follow-Up:

Provide one signed original Proclamation to Court Administration; file the other signed original.

Attachments

LawDayProclamation5-3-11

Board of Supervisors' Proclamation–
Law Day, Cochise County

At the core of our Nation's values is our faith in the ideals of equality and justice under law. It is a belief embedded in our most cherished documents, and honored by President Eisenhower when he established Law Day in 1958 as "a day of national dedication to the principles of government under law." Each Law Day, we uphold our commitment to the rule of law and celebrate its protection of the freedoms we enjoy.

This year, we pay tribute to one of America's Founders and our second President, John Adams. As a young attorney in colonial Massachusetts, John Adams was asked to represent a British officer and eight British soldiers charged with firing into a crowd and killing five men in the Boston Massacre. In the face of mass public outcry and at great personal risk, he accepted the case and showed the world that America is a nation of laws and that a fair trial is the right of all people.

President Adams' legacy of dedication to fairness and the rights of the accused has been carried forward by members of the legal profession for more than two centuries. It is championed by those who represent the accused and exemplified by women and men who are devoted to securing equal rights for all, both in America and around the world.

On this Law Day, I encourage all Americans to celebrate and reflect upon the example left to us by President John Adams and our centuries of adherence to the rule of law. In so doing, we help ensure future generations will inherit and promote the ideals that help move our Nation forward.

NOW, THEREFORE, I, PATRICK G. CALL, Chairman, Cochise County Board of Supervisors, in accordance with Public Law 87-20, as amended, do hereby proclaim May 3, 2011, as Law Day, Cochise County. I call upon all people of Cochise County to acknowledge the importance of our Nation's legal and judicial systems with appropriate ceremonies and activities, and to display the flag of the United States in support of this national observance.

IN WITNESS WHEREOF, I have hereunto set my hand this third day of May, in the year of two thousand eleven, and of the Independence of the United States of America the two hundred and thirty-fifth year.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard Searle, Supervisor

Consent 5.

Regular Board of Supervisors Meeting **Finance**

Date: 05/10/2011

Demands & Operating Transfers

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?:

Source of Mandate or Basis for Support?:

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.

Consent 6.

Regular Board of Supervisors Meeting **Health**

Date: 05/10/2011

Farmer's Market Nutrition Program - Amend 4, HG861327

Submitted By: Jennifer Steiger, Health

Department: Health

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	
REMINDER:	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).		

Agenda Item Text:

Approve Amendment #4, to IGA HG861327, Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department, in the amount of $312.50, for the period of 3/1/11 - 2/28/12.

Background:

The Farmer's Market Nutrition Program is a supplemental nutrition program for income-eligible seniors. The Program provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of CSFP seniors to purchase these items directly from growers at ADHS-approved farmers' markets.

Amendment 4 provides $312.50 of funding to issue FMNP checks to 250 senior participants. The price sheet change removes pay items for WIC Farmer's Market Program Services and increases the number of CSFP senior participants for the FMNP program to two-hundred fifty (250) within Cochise County.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving Amendment 4 will result in the return of $312.50 to ADHS. FMNP Program senior participants will not be able to receive vouchers for locally-grown produce from Farmer's Markets around Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

A fully executed original will be sent to the Clerk of the Board for filing purposes.

Fiscal Impact

Fiscal Year:	2011-2012
One-time Fixed Costs? ($$$):	
Ongoing Costs? ($$$):	
County Match Required? ($$$):	0
A-87 Overhead Amt? (Co. Cost Allocation $$$):	$108
Source of Funding?:	ADHS

Fiscal Impact & Funding Sources (if known):

The total net county subsidy for the contract is $108, calculated as follows:

Salary + ERE's = $312.50
Authorized OH = $0
A-87 OH @ 34.55% = $108
Net Co. Subsidy = $108

Attachments

FMNP Amend 4 4-2011

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Department/Division: Health/Admin.

Date Prepared: 4/20/11

Telephone: 520-432-9402

Grantor: ADHS

Grant Title: IGA#: HG861327, Amendment 4

Grant Term From: 3/1/11 To: 2/28/12

Fund No/Dept. No: 228-5560

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

New Grant ☐ Yes ☒ No Amendment No. 4 Increase $ ______ Decrease $ ______

Briefly describe purpose of grant:

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of CSFP seniors to purchase these items directly from growers at ADHS-approved farmers' markets.

If amendment, provide reason:

Amendment 4 provides $312.50 of funding to issue FMNP checks to 250 senior participants. The price sheet change removes pay items for WIC FMNP services and increases the number of senior participants to 250 within Cochise County.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		$312.50			$312.50
Remaining Years					
Total Revenue		$312.50			$312.50

Is County match required? ☐ Yes ☒ No If yes, dollar amount $ ______

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

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

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

Is revertment of unexpended funds required at end of grant period? ☒ Yes ☐ No

a) Total A-87 cost allocation $ 108

b) Amount of overhead allowed by grant $0

County subsidy (a-b) $ 108

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

If yes, dollar amount $ ______ OR percentage allowed ______ %

Number of new positions that will be funded from grant: 0

Number of existing positions funded from grant: 0

Executive Summary Form

Agenda Number: (FMNP)

Recommendation:
This is to request your approval of IGA #HG861327 Amendment 4, Farmer's Market Nutrition Program (FMNP), between the Arizona Department of Health Services and the Cochise County Health Department in the amount of $312.50, for the period of 3/1/11 – 2/28/12.

Background (Brief):
The Farmer's Market Nutrition Program is a supplemental nutrition program for income-eligible seniors. The Program provides food vouchers to clients for a variety of staple foods, including: juice, milk, eggs, peanut butter, and beans.

The Farmers Market Nutrition Program is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of CSFP seniors to purchase these items directly from growers at ADHS-approved farmers' market.

Amendment 4 provides $312.50 of funding to issue FMNP checks to 250 senior participants. The price sheet change removes pay items for WIC Farmer's Market Program Services and the number of CSFP participants for the FMNP program is increased to two-hundred fifty (250).

Fiscal Impact & Funding Sources:

The total net county subsidy for the contract is $108, calculated as follows:

Grant	Amount	Salary+ EREs	Negotiated Overhead	A-87 OH @34.55%	Net Co. Subsidy
FMNP	$312.50	$312.50	None Auth.	$108	$108

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving Amendment 4 will result in the return of $312.50 to ADHS. FMNP Program participants will not be able to receive vouchers for locally-grown produce from Farmer's Markets around Cochise County.

Arizona Department of Health Services

Division of Operations
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

January 20, 2011

Cochise County Health Department
1415 West Melody Lane, Bldg. A
Bisbee, AZ 85603-3090
Attention: Ms. Vaira Harik

RE: ADHS Contract HG861327 FMNP Services, Amendment Four (4)

Dear Ms. Harik;

Enclosed please find two (2) copies of the referenced Amendment for review and signature(s).

If returning by mail, please sign and return the copies of the enclosed to my attention, at the address listed above. Or you may send scanned copies to johnsote@azdhs.gov. One (1) fully executed copy will be returned to your Organization, after signature by the Procurement Office.

If you have any questions, you may call me at 602-542-2928.

Sincerely,

Terri Johnson
Procurement Officer

Enclosure

CC: Contract File

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG861327	Amendment No. 4	Procurement Specialist Terri Johnson

Farmer's Market Nutrition Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective the date of final signature unless otherwise specified.

1. Pursuant to the Uniform Terms and Conditions, Provision, Five (5), Item 5.1 Amendments, Purchase Orders and Change Orders, by virtue of this Amendment Four (4), any reference to WIC Farmer's Market Nutrition Program Services shall be removed. Seniors Farmer's Market Program Services tasks and responsibilities shall remain unchanged. All changes shall be effective March 1, 2011.

2. Replace Price Sheet in Amendment Three (3), Page Two (2) with revised Price Sheet in Amendment Four (4), Page Two (2). The following changes shall apply:

   a. The Price Sheet shall reflect the removal of any pay items for WIC Farmer's Market Program Services; and
   b. The number of CSFP Participants for the Senior Farmer's Market Program shall be increased to two-hundred fifty (250).

3. The above referenced Intergovernmental Agreement is hereby extended until February 28, 2012.

All other provisions of this agreement remain unchanged.

Cochise County Health Department
Contractor Name
1415 Melody Lane, Building A
Address
Bisbee AZ 85603
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature
VAIRA HARIK
Printed Name
DIRECTOR
Title

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

Terry Bannon 3-28-11
Signature Date
Terry Bannon
Printed Name

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

State of Arizona

Signed this ______ day of ____________________ 2011

Procurement Officer

Attorney General Contract No. **PIGA2011000344,** which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

UNDER HOUSE BILL 2011, A.R.S 11-952 WAS AMENDED TO REMOVE THE REQUIREMENT THAT INTERGOVERNMENTAL AGREEMENTS BE FILED WITH THE SECRETARY OF STATE.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG861327 / Amendment No. 4	Procurement Specialist Terri Johnson

PRICE SHEET/FEE SCHEDULE

Effective: March 1, 2011

TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	NUMBER OF CLIENTS	TOTAL
Senior FMNP Coupon Booklet Issuance	$1.25	CSFP Participant	250	$312.50

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

Consent 7.

Regular Board of Supervisors Meeting — **Heavy Fleet**

Date: 05/10/2011

Purchase of Motor Grader

Submitted By: Dave Seward, 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:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Agenda Item Text:

Approve the purchase of one (1) 2010 Caterpillar Model 140M Motor Grader from Empire Machinery Company in the amount of $289,716.89 including sales tax in accordance with the terms, conditions and pricing of Invitation for Bids (IFB) No. 10-45-HFM-04.

Background:

On June 22, 2010, the Board of Supervisors approved the award of IFB No. 10-45-HFM-04 to Empire Machinery for a 2010 Caterpillar Model 140M Motor Grader. The Heavy Fleet Management Department has funding in their budget to purchase a new Motor Grader in their FY 2010-11 budget. Empire Machinery has offered to sell Cochise County a 2010 Caterpillar Model 140 motor grader at the exact same terms, conditions and pricing from IFB No. 10-45-HFM-04.

The Procurement and Heavy Fleet Management Department are in agreement that a new solicitation for a Model 140M 2011 Motor Grader would most likely not result in a better price than the 2010 model offered by Empire Machinery.

Department's Next Steps (if approved):

Issue purchase order. Inspect equipment upon delivery.

Impact of NOT Approving/Alternatives:

Procurement would be required to prepare a solicitation which would most likely result in the 2010 Model offered by Empire not being available due to the time line of the solicitation process and would pay much more for a 2011 Model based on Empire Machinery’s bid submittal response to IFB No. 10-45-HFM-04 which was approximately $8,000 more.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Fiscal Impact

Fiscal Year:

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

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Heavy Fleet Management has budgeted for this purchase in FY 2010-11

Attachments

Motor Grader Purchase Overview

COCHISE COUNTY HEAVY FLEET MANAGEMENT

MEMORANDUM

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

TO: **Mike Ortega, County Administrator**

FROM: **Gayland Davis, Director**

CC:

DATE: **April 29, 2011**

Re: **Motor Grader Purchase Overview**

In Fiscal Year 10-11 two (2) motor graders were scheduled to be replaced. One of the two motor graders was purchased on August 6, 2010. At that time the Board of Supervisors and yourself requested that I work with both Highway and Floodplain and Solid Waste personnel and look at the current replacement program in general and prepare a presentation for the Board of Supervisors review and possible direction. The entire replacement program was reviewed by Highway and Floodplain and Solid Waste personnel and me. A presentation was brought before the Board of Supervisors at a work session on Sept 1, 2010. The Board of Supervisors after review of the presentation gave direction to pay off all current loans on motor graders and to proceed with the vehicle/equipment replacement program as presented. All motor grader loans were paid off on September 30, 2010. The loans were paid off using Heavy Fleet Management replacement fund monies. After the loans were paid off you and I had several meeting over the course of the next three to four months on how to implement the Board of Supervisors directions on the Heavy Fleet Management replacement program and long term goals. On February 14, 2011 you directed me to go ahead with the rest of the purchases scheduled for Fiscal Year 10-11.

The motor grader purchase that is on the Consent Agenda for the Board of Supervisors meeting on May 10, 2011 is the second motor grader that was scheduled to be purchased in FY 10-11. This motor grader is being purchased on the original bid used to purchase the first motor grader on August 6, 2010. This purchase is consistent with the direction given by the Board of Supervisors on September 1, 2010, as mentioned earlier. The bid is a Cochise County bid. The bid number is 10-45-HFM-04 and has been approved to be used again by both the Procurement Department and the County Attorney's Office and the Vendor, Empire Southwest, for the purchase of the second motor grader. This second motor grader is a new and unused model year 2010 Caterpillar 140M meeting all specifications listed in the above mentioned bid. The successful bidder, Empire Southwest has one remaining 2010 model available. By purchasing this remaining unit the County will save $8,000 by not having to purchase a 2011 model. The purchase price is $ 266,161.59 before tax. After this unit is received two (2) currently owned County motor graders will be sold thru Public Surplus.com. The estimated (minimum) selling price through Public Surplus.com is $120,000 for the 2004 Caterpillar 140H and $112,000 for the 2003 Caterpillar 140H

motor graders. This was also done on the motor grader purchased on August 6, 2010. This is being done in an effort to increase the usage of the motor grader fleet so that each motor grader will be used approximately 1000 hours annually. This is the optimum usage for motor graders on the six (6) year/7000 hours by-back program we are using. Through the purchase of this motor grader and the motor grader previously purchased on August 6, 2010 and the selling of four (4) County owned motor graders we will see a reduction of County motor graders. The motor graders used by Highway and Floodplain will be reduced from seventeen (17) down to fifteen (15) units. This reduction in the motor grader fleet is also supported by Highway and Floodplain Management.

If you have any additional questions please call me.

Gayland Davis, Director
Cochise County Heavy Fleet Management
1221 Hereford Rd.
Bisbee, AZ 85603
(520)432-9361 work
(520)508-5381 cell
(520)432-9368 fax

Consent 8.

Regular Board of Supervisors Meeting — **Information Technologies**

Date: 05/10/2011

Approve Decision Package to upgrade to Microsoft Exchange 2010 for countywide e-mail

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

Docket Number (If applicable):

Agenda Item Text:

Approve Decision Package to upgrade to Microsoft Exchange 2010 for countywide e-mail, including the necessary hardware, software and consulting and integration services, at a total cost of $135,067 to be paid from funds allocated to the County IT infrastructure.

Background:

An upgrade to Exchange 2010 will not only provide system stability and scalability, it will provide for a robust fault tolerant system. This upgrade will improve communication and collaboration utilizing LINK (formerly known as Communicator), reduce storage costs because of better data compression, centrally manage employees' voicemail and email using Active Directory, on-site and off-site data replication with automatic failover, as well as providing enhanced security features.

Department's Next Steps (if approved):

Order hardware and operating system (cost approximately $45,000); install same and move forward with integration services (remainder of costs).

Impact of NOT Approving/Alternatives:

Our current Exchange environment is very volatile in its current state. The hardware is outdated and not capable of efficiently servicing our current messaging needs. The current software version is Exchange 2003 and is in urgent need of being upgraded as support for this product is going away. Additionally, the system is running critically low on available disk space.

Email system failure through failed hardware or unsupported software. As mentioned above, our current system is running in a less than optimal state and we are very concerned about its stability. Hardware equipment failures, rapid depletion of storage space, county demand, enhance/improve technology to bring more efficiency to the County through enhanced communication and collaboration. Once staff is trained on the available tools provided by Exchange 2010, we believe that the County will experience a cost savings through reduced travel to meetings and efficiencies gained through better, faster, more collaborative communications.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Fiscal Impact

Fiscal Year:	2010-11
One-time Fixed Costs? ($$$):	135,067
Ongoing Costs? ($$$):	
County Match Required? ($$$):	
A-87 Overhead Amt? (Co. Cost Allocation $$$):	
Source of Funding?:	

Fiscal Impact & Funding Sources (if known):

These costs will be borne by the County's Information Technologies infrastructure fund (already budgeted); new funds are not required.

Attachments

IT Decision Pkg Exchange Upgrade

DECISION PACKAGE (FY 11/12)

INFORMATION TECHNOLOGY REQUESTS/EQUIPMENT/ PROGRAMMING

Department: IT **Submitted Date:** 04/19/11

Is this related to a new position? Yes ☐ **No** √
If Yes, position title:

Fund #: 100-1800 **Division:** **Priority:** 1

Dept. Contact Name/Phone #: Travis Cutright/ 520-432-8303

Request type: **Equipment:** √ **Software:** √ **Telecom:** ☐
Programming: ☐ **Training:** ☐ **Consulting:** √

Request: (5) Five Dell PowerEdge Severs, Windows Server STD 2008, Exchange Server STD 2010, Exchange STD User CAL, LYNC Server STD 2010, SQL Server STD 2008, and ProConsult-ICS Exchange Implementation

Justification: Our current Exchange environment is very volatile in its current state. The hardware is outdated and not capable of efficiently servicing our current messaging needs. The current software version is Exchange 2003 and is in urgent need of being upgraded as support for this product is going away. Additionally, the system is running critically low on available disk space. An upgrade to Exchange 2010 will not only provide system stability and scalability, it will provide for a robust fault tolerant system. This upgrade will improve communication and collaboration utilizing LINK (formerly known as Communicator), reduce storage costs because of better data compression, centrally manage employees' voicemail and email using Active Directory, on-site and off-site data replication with automatic failover, as well as providing enhanced security features.

Estimated Cost: $135,067

Continuing annual cost, if any:

Regulatory/Legal changes: N/A
Explain:

Amount of savings, if funded (if any):

Impact of not funding: Email system failure through failed hardware or unsupported software. As mentioned above, our current system is running in a less than optimal state and we are very concerned about its stability.

Any other requirements causing this request: Hardware equipment failures, rapid depletion of storage space, county demand, enhance/improve technology to bring more efficiency to the County through enhanced communication and collaboration. Once staff is trained on the available tools provided by Exchange 2010, we believe that the County will experience a cost savings through reduced travel to meetings and efficiencies gained through better, faster, more collaborative communications.

Department Head: ______________________ **Date:** __________________

Information Technology: ________________ **Date:** __________________

Information Technology Only

Actual Cost: (________________________________)

Public Hearings 9.

Regular Board of Supervisors Meeting **Community Development**

Date: 05/10/2011

Frontier Road and Prince Road Land Exchange in the Double Adobe area

Submitted By: Terry Couchenour, Community Development

Department: Community Development **Division:** Right of Way

Presentation: **Recommendation:**

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

NAME of PRESENTER: **TITLE of PRESENTER:**

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

Docket Number (If applicable):

Agenda Item Text:

Adopt Resolution 11-17, authorizing the exchange of an unnecessary right-of-way adjacent to Prince Road for a necessary right-of-way for Frontier Road as described therein.

Background:

In 2008 Edward Owens, owner of APN 407-14-004A, contacted the Highway Dept. stating that a portion of Frontier Road traverses his property outside of the dedicated right-of-way. Further Mr. Owens stated that the County should pay for the land as well as rent for prior years usage. A field review was conducted at that time with the property owner present. Staff did state that the curve intersection of Frontier Road and Prince Road could potentially be on private property and offered a possible exchange of land. Based on aerial imagery it was noted that a large shed is within the right-of-way adjacent to Prince Road. In June of 2008 a letter was sent to Mr. Owens stating that due to budget constraints, an acquisition was not possible at that time, however it may be possible to exchange lands. No response was received until 2010 when Mr. Owens contacted Supervisor English stating that he did not desire to exchange lands but that he wanted to work with the County to sell the land. After several follow up meetings Mr. Owens did agree to the initial exchange.

Regarding the exchange of lands and existing road and right-of-way conditions, currently there is 100’ in width of dedicated right-of-way for Frontier Road and 225’+ for Prince Road adjacent to the subject parcel. Both roads are chip sealed and the existing road surface does appear to traverse the west boundary of the subject parcel. The proposed exchange is to acquire 0.12 acres on the west boundary of the subject parcel and abandon 1.35 acres adjacent to the south boundary. The end right-of-way result will be a 30’ offset, approximately 120’ width total, for Frontier Road, widening to a 50’ + offset, approximately 125’ width total, for Prince Road. The exchange will perfect this portion of public right-of-way and also correct two potential problems for Mr. Owens. The first problem is that a shed, placed on the assessment records in 2007, was built within the right-of-way for Prince Road. The second problem is that when the right-of-way for Prince Road was acquired in 1972, setback requirements were not in place and the Arizona Highway Department acquired right up to the existing 1956 home. The exchange would provide for an appropriate setback distance for both the home and shed.

Department's Next Steps (if approved):

Upon approval and subsequent recording, right-of-way staff will forward copies of the recorded action to Mr. Owens and pay the County’s portion of the outstanding taxes. No further Board action is required.

Impact of NOT Approving/Alternatives:

If the action is not approved the physical conditions will remain as they are today. A portion of Frontier Road will cross private property where right-of-way is not perfected and a shed will be within the unnecessary portion of Prince Road right-of-way.

To BOS Staff: Document Disposition/Follow-Up:

Please insert resolution number on quit claim deed and record the resolution, quit claim deed, and deed of dedication as three separate instruments. Please return a copy of the recorded resolution and the original recorded deeds to H&F, attn: Right-of-way Div.

Fiscal Impact

Fiscal Year:	10/11
One-time Fixed Costs? ($$$):	60
Ongoing Costs? ($$$):	n/a
County Match Required? ($$$):	n/a
A-87 Overhead Amt? (Co. Cost Allocation $$$):	
Source of Funding?:	Right of way land acquisition

Fiscal Impact & Funding Sources (if known):

There is a one time cost associated with this exchange. Mr. Owens is delinquent on property taxes and per A.R.S. 11-260, when the County acquires property, the County must pay the taxes, penalties, and interest for that portion of the property up to the date of the acquisition. The Treasurer's office estimated the cost to be around $60, however the amount increases by about a dollar each month until the date the County acquires the property. The funding source for payment of outstanding taxes will be the right-of-way land acquisition fund and there are ample funds to cover this expense.

Attachments

Executive Summary for Frontier Road and Prince Road land exchange

Executive Summary Map for Frontier Road and Prince Road land exchange

Resolution for Frontier Road and Prince Road land exchange

Deed of Dedication for Frontier Road and Prince Road land exchange

Quit Claim Deed to property owner for Frontier Road and Prince Road land exchange

Location Map for Frontier Road and Prince Road land exchange

Public Notice for Frontier Road and Prince Road land exchange

194_PowerPointForFrontierRoadAndPrinceRoadLandExchange

COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT MEMORANDUM

MAKING IT BETTER

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

DATE: April 14, 2011

TO: Board of Supervisors

THRU: Patricia D. Morris, Deputy Director

FROM: Terry Couchenour, Right-of-way Agent II

SUBJECT: **Resolution 11-__, Exchange of land for a portion of Frontier Road**

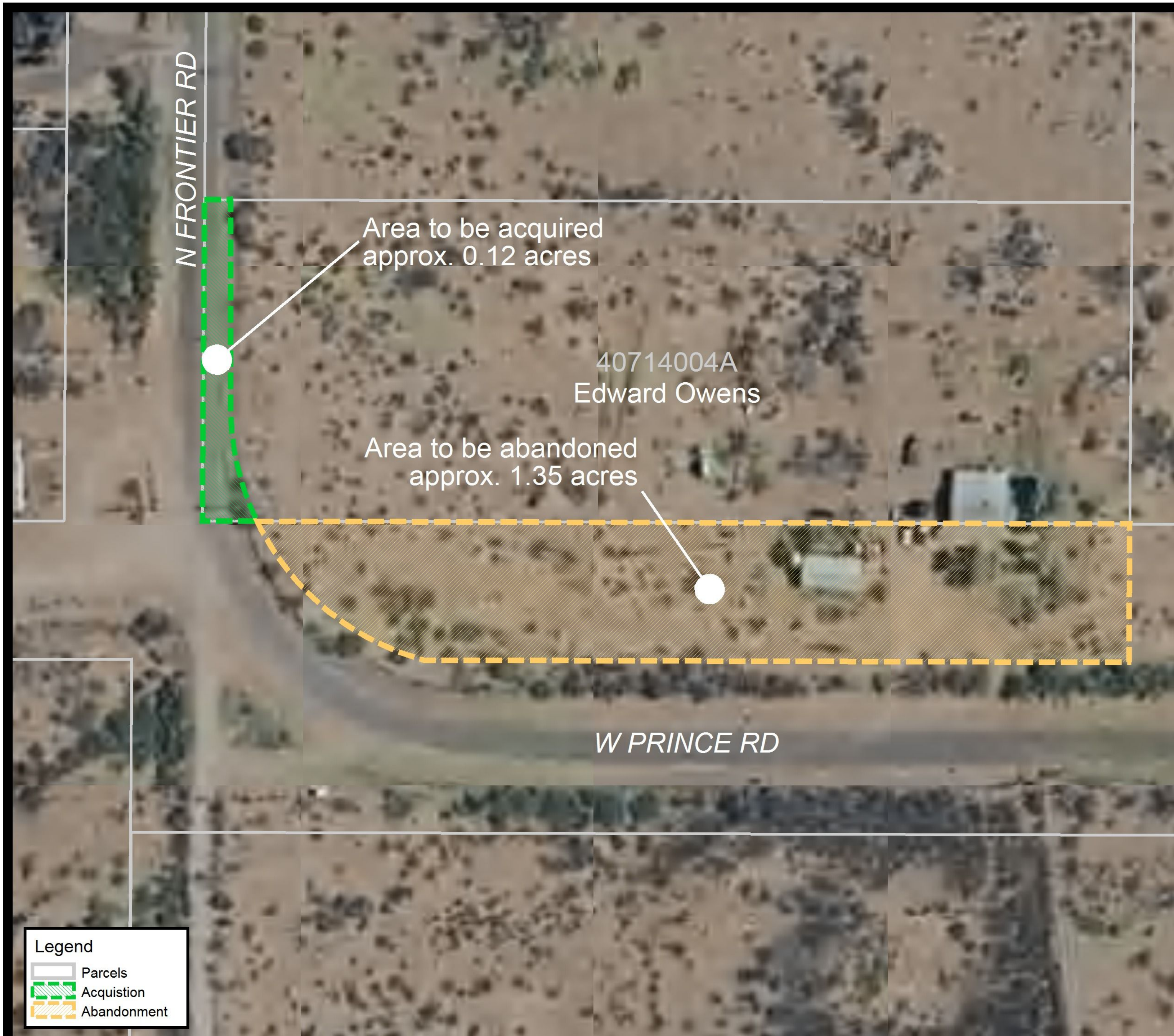
Recommendation:
This department recommends adoption of the accompanying resolution authorizing the exchange of public right-of-way for an unnecessary right-of-way adjacent to Prince Road for a necessary right-of-way for Frontier Road. Please see attached map.

Background (Brief):
In 2008 Edward Owens, owner of APN 407-14-004A, contacted the Highway Dept. stating that a portion of Frontier Road traverses his property outside of the dedicated right-of-way. Further Mr. Owens stated that the County should pay for the land as well as rent for prior years usage. A field review was conducted at that time with the property owner present. Staff did state that the curve intersection of Frontier Road and Prince Road could potentially be on private property and offered a possible exchange of land. Based on aerial imagery it was noted that a large shed is within the right-of-way adjacent to Prince Road. In June of 2008 a letter was sent to Mr. Owens stating that due to budget constraints, an acquisition was not possible at that time, however it may be possible to exchange lands. No response was received until 2010 when Mr. Owens contacted Supervisor English stating that he did not desire to exchange lands but that he wanted to work with the County to sell the land. After several follow up meetings Mr. Owens did agree to the initial exchange.
Regarding the exchange of lands and existing road and right-of-way conditions, currently there is 100’ in width of dedicated right-of-way for Frontier Road and 225’+ for Prince Road adjacent to the subject parcel. Both roads are chip sealed and the existing road surface does appear to traverse the west boundary of the subject parcel. The proposed exchange is to acquire 0.12 acres on the west boundary of the subject parcel and abandon 1.35 acres adjacent to the south boundary. The end right-of-way result will be a 30’ offset, approximately 120’ width total, for Frontier Road, widening to a 50’ + offset, approximately 125’ width total, for Prince Road. The exchange will perfect this portion of public right-of-way and also correct two potential problems for Mr. Owens. The first problem is that a shed, placed on the assessment records in 2007, was built within the right-of-way for Prince Road. The second problem is that when the right-of-way for Prince Road was acquired in 1972, setback requirements were not in place and the Arizona Highway Department acquired right up to the existing 1956 home. The exchange would provide for an appropriate setback distance for both the home and shed.

Fiscal Impact & Funding Sources:
There is a one time cost associated with this exchange. Mr. Owens is delinquent on property taxes and per A.R.S. 11-260, when the County acquires property, the County must pay the taxes, penalties, and interest for that portion of the property up to the date of the acquisition. The Treasurer's office estimated the cost to be around $60, however the amount increases by about a dollar each month until the date the County acquires the property. The funding source for payment of outstanding taxes will be the right-of-way land acquisition fund and there are ample funds to cover this expense.

Next Steps/Action Items/Follow-up:
Upon approval and subsequent recording, right-of-way staff will forward copies of the recorded action to Mr. Owens and pay the County's portion of the outstanding taxes. No further Board action is required.

Impact of Not Approving:
If the action is not approved the physical conditions will remain as they are today. A portion of Frontier Road will cross private property where right-of-way is not perfected and a shed will be within the unnecessary portion of Prince Road right-of-way.



Map for Executive Summary

Proposed exchange of lands for Prince Road & Frontier Road in the Double Adobe Area

Located within Section 6 Township 23 South Range 26 East G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 100'

tcouchenour, 2011-04-13 08:43:14
EdwardOwensExecutiveSummaryMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\tcouchenour.mdb)

RESOLUTION 11-___

AUTHORIZING THE EXCHANGE FOR A PORTION OF PRINCE ROAD AND FRONTIER ROAD IN THE DOUBLE ADOBE AREA

WHEREAS, the Board of Supervisors of Cochise County Arizona, is authorized to exchange existing public rights-of-way pursuant to A.R.S. § 11-251(44) and A.R.S. § 28-7203; and

WHEREAS, it is known that a portion of the current alignment of Prince Road and Frontier Road located in Lot 7, Section 6, Township 23 South, Range 26 East, described herein as "Exhibit A", does not lie within the designated public right-of-way; and

WHEREAS, a portion of the dedicated public right-of-way, described herein as "Exhibit B", is not necessary for public use as a roadway pursuant to A.R.S. § 28-7202; and

WHEREAS, it is in the best interests of the County and the public at large to exchange the unnecessary public right-of-way in consideration for the acquisition of the right-of-way that is occupied by the existing alignment of Prince Road and Frontier Road; and

WHEREAS, pursuant to A.R.S. § 11-251(44), notice to the public was given by publication thirty (30) days prior in the San Pedro Valley News-Sun, the official newspaper for Cochise County, in which said notice stated the property ownership, and legal descriptions of the lands involved in this exchange; and

WHEREAS, unknown public utilities may exist within said right-of-way,

NOW, THEREFORE, IT IS HEREBY RESOLVED that we, the Cochise County Board of Supervisors, having determined that this exchange of property, in accordance with A.R.S. § 28-7203, to be in the public interest, do hereby approve and authorize the Chairman to accept the accompanying Deed of Dedication.

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

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

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _______________, 2011.

____
Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

____
Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:

____
Britt Hanson,
Chief Civil Deputy County Attorney

RESOLUTION 11-___

Re: Authorizing the Exchange for a Portion of Prince Road and Frontier Road in the Double Adobe Area

EXHIBIT "A"

LAND TO BE ACQUIRED FROM PROPERTY OWNER

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6;

Thence North 26°56'54" East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder, said point also being the POINT OF BEGINNING;

Thence North 00°26'07" East, along the westerly line of said 990619662 parcel a distance of 232.42 feet to the Southwest corner of that parcel conveyed in recording fee number 070516695 as filed in the office of the Cochise County Recorder;

Thence South 89°49'30" East, along the southerly line of said 070516695 parcel a distance of 18.63 feet;

Thence South 00°06'01" East a distance of 150.06 feet to a point of curvature of a tangent curve concave to the East;

Thence Southeasterly along said curve to the left, having a radius of 190.00 feet and a central angle of 25°43'17", a distance of 85.30 feet to a point on a non-tangent line, said point also being on the south line of said 990619662 parcel;

Thence North 89°49'30" West, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING.

RESOLUTION 11-___

Re: Authorizing the Exchange for a Portion of Prince Road and Frontier Road in the Double Adobe Area

EXHIBIT "B"

LAND TO BE VACATED TO PROPERTY OWNER

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6, from which the Northeast corner of said Section 6;

Thence North 26°56'54" East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder;

Thence South 89°49'30" East, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING;

Thence South 89°49'30" East, continuing along said southerly line a distance of 631.17 feet to the Southwest corner of that parcel conveyed in recording fee number 070411812 as filed in the office of the Cochise County Recorder;

Thence South 00°26'07" West, along the southerly prolongation of the westerly line of said 070411812 parcel a distance of 100.00 feet to a point on the south line of said Section 6;

Thence North 89°49'30" West, along the southerly line of said Section 6 a distance of 510.02 feet to a point of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 15°27'30" West;

Thence Northwesterly along said curve to the right, having a radius of 190.00 feet and a central angle of 48°43'12", a distance of 161.56 feet to the POINT OF BEGINNING.

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

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

DEED OF DEDICATION
EXISTING ROAD

For and in consideration of the benefits and public service which will result from the conveyance of the property hereinafter described and its use by Cochise County which is hereby acknowledged as adequate consideration for this conveyance, I/We, **Edward J. Owens,** a married man, as his sole and separate property, hereinafter referred to as Grantor, do hereby dedicate to the **County of Cochise**, a body politic, hereinafter referred to as Grantee, a strip of land in fee simple across our premises in said County, for the purpose of a public roadway and all incidents thereto; said strip of land more fully described as follows:

See attached **"Exhibit A"**

The Grantor dedicates and the Grantee accepts the dedication of said strip of land subject to the fact that said strip of land is part of an exchange in accordance with Arizona Revised Statutes § 11-251(44) and 28-7203.

IN WITNESS WHEREOF, this instrument has been duly signed ~~and~~ executed this 12 day of April, 2011.

Edward J. Owens

STATE OF Arizona }
} ss
COUNTY OF Cochise }

This instrument was duly acknowledged before me this 12 day of April, 2011, by Edward J. Owens, for the purpose and consideration therein contained.

MY COMMISSION EXPIRES:

June 12, 2012

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Cochise
PAMELA HUDGINS
My Commission Expires
June 12, 2012

Pamela Hudgins
Notary Public

ACCEPTANCE:

Patrick Call, Chairman
Board of Supervisors

Exhibit A

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6;

Thence North 26°56'54" East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder, said point also being the POINT OF BEGINNING;

Thence North 00°26'07" East, along the westerly line of said 990619662 parcel a distance of 232.42 feet to the Southwest corner of that parcel conveyed in recording fee number 070516695 as filed in the office of the Cochise County Recorder;

Thence South 89°49'30" East, along the southerly line of said 070516695 parcel a distance of 18.63 feet;

Thence South 00°06'01" East a distance of 150.06 feet to a point of curvature of a tangent curve concave to the East;

Thence Southeasterly along said curve to the left, having a radius of 190.00 feet and a central angle of 25°43'17", a distance of 85.30 feet to a point on a non-tangent line, said point also being on the south line of said 990619662 parcel;

Thence North 89°49'30" West, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING.

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

QUIT CLAIM DEED

For full and fair consideration, Cochise County, State of Arizona, does hereby quit claim to **Edward J. Owens**, a married man, as his sole and separate property, heirs or assigns, all right, title, or interest in the following real property situated in Cochise County, Arizona.

See attached **"Exhibit A"**

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

Subject to easements for existing utilities, pursuant to A.R.S. 28-7210.

The undersigned is authorized to execute this document pursuant to Resolution No. 11-___ adopted by the Cochise County Board of Supervisors.

Dated this ______day of ___________, 2011.

____
Patrick Call, Chairman
Board of Supervisors

STATE OF ARIZONA)
) ss.
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this ______ day of __________________, 2011, by _____________________________, for the purpose and consideration herein contained.

My Commission Expires:

____

____
Notary Public

Exhibit A

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6, from which the Northeast corner of said Section 6;

Thence North 26°56’54” East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder;

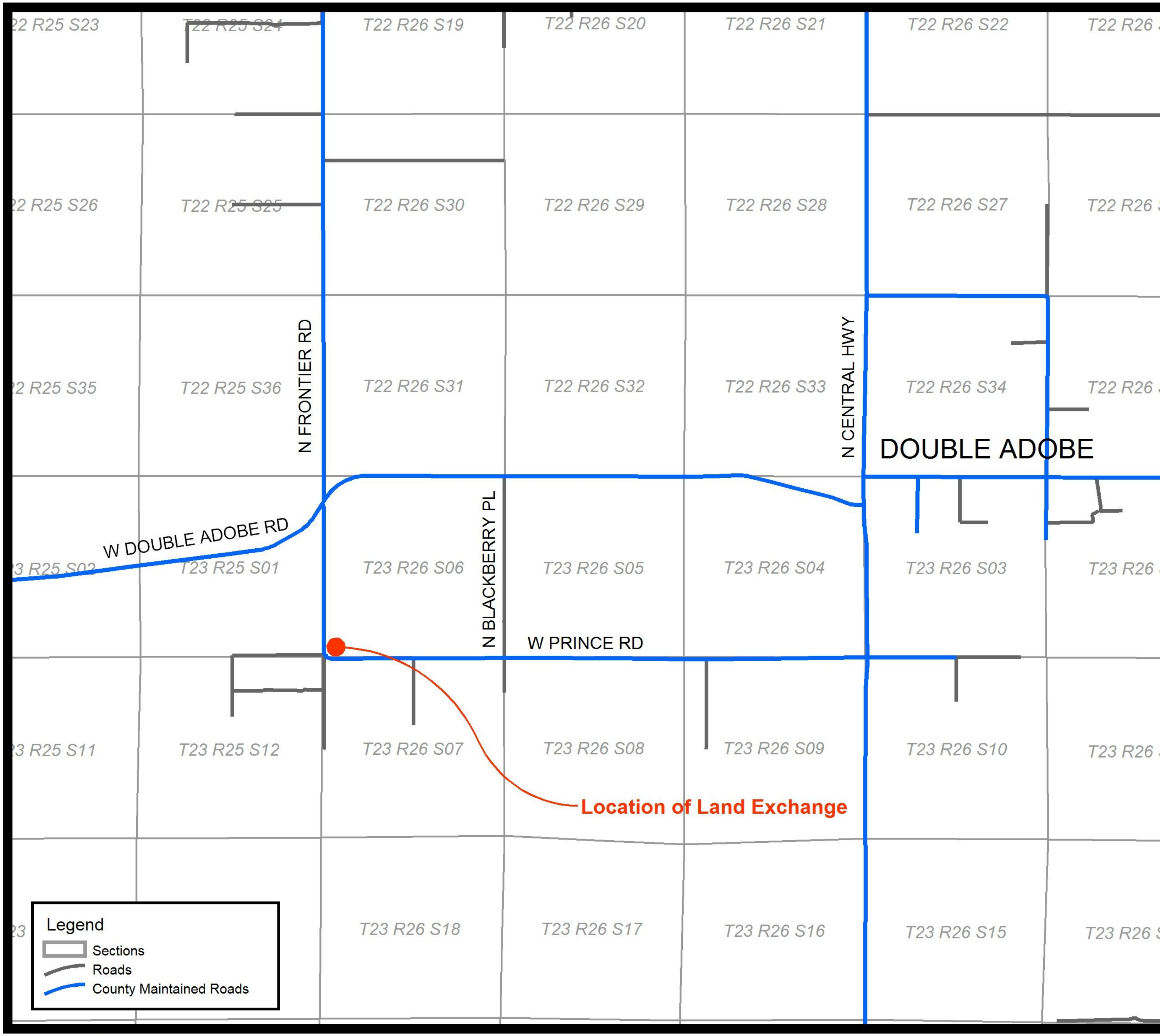
Thence South 89°49’30” East, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING;

Thence South 89°49’30” East, continuing along said southerly line a distance of 631.17 feet to the Southwest corner of that parcel conveyed in recording fee number 070411812 as filed in the office of the Cochise County Recorder;

Thence South 00°26’07” West, along the southerly prolongation of the westerly line of said 070411812 parcel a distance of 100.00 feet to a point on the south line of said Section 6;

Thence North 89°49’30” West, along the southerly line of said Section 6 a distance of 510.02 feet to a point of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 15°27’30” West;

Thence Northwesterly along said curve to the right, having a radius of 190.00 feet and a central angle of 48°43’12”, a distance of 161.56 feet to the POINT OF BEGINNING.



LOCATION MAP

Proposed exchange of lands for Prince Road & Frontier Road in the Double Adobe Area

Located within Section 6 Township 23 South Range 26 East G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 4000'

tcouchenour, 2011-04-13 09:22:28
EdwardOwensLocationMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\tcouchenour.mdb)

PUBLIC NOTICE
EXCHANGE OF PROPERTY FOR FRONTIER ROAD

In accordance with A.R.S. §11-251.44, the Board of Supervisors of Cochise County, Arizona, will consider the exchange of property situated in Cochise County and described as follows:

Parcel I:

A strip of land to be conveyed to Edward J. Owens described as:

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6;

Thence North 26°56'54" East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder;

Thence South 89°49'30" East, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING;

Thence South 89°49'30" East, continuing along said southerly line a distance of 631.17 feet to the Southwest corner of that parcel conveyed in recording fee number 070411812 as filed in the office of the Cochise County Recorder;

Thence South 00°26'07" West, along the southerly prolongation of the westerly line of said 070411812 parcel a distance of 100.00 feet to a point on the south line of said Section 6;

Thence North 89°49'30" West, along the southerly line of said Section 6 a distance of 510.02 feet to a point of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 15°27'30" West;

Thence Northwesterly along said curve to the right, having a radius of 190.00 feet and a central angle of 48°43'12", a distance of 161.56 feet to the POINT OF BEGINNING.

Parcel II:

A strip of land to be conveyed to Cochise County described as:

FRONTIER ROAD DEDICATION

That portion of Lot 7, Section 6, Township 23 South, Range 26 East of the Gila and Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of said Section 6;

Thence North 26°56'54" East, a distance of 112.01 feet, to a point 50.00 feet east of and parallel to the west line of said Section 6 and 100.00 feet north of and parallel to the south line of said Section 6, said point also being the Southwest corner of that parcel conveyed in recording fee number 990619662 as filed in the office of the Cochise County Recorder, said point also being the POINT OF BEGINNING;

Thence North 00°26'07" East, along the westerly line of said 990619662 parcel a distance of 232.42 feet to the Southwest corner of that parcel conveyed in recording fee number 070516695 as filed in the office of the Cochise County Recorder;

Thence South 89°49'30" East, along the southerly line of said 070516695 parcel a distance of 18.63 feet;

Thence South 00°06'01" East a distance of 150.06 feet to a point of curvature of a tangent curve concave to the East;

Thence Southeasterly along said curve to the left, having a radius of 190.00 feet and a central angle of 25°43'17", a distance of 85.30 feet to a point on a non-tangent line, said point also being on the south line of said 990619662 parcel;

Thence North 89°49'30" West, along the southerly line of said 990619662 parcel a distance of 39.63 feet to the POINT OF BEGINNING.

Notice is hereby given that Tuesday, May 10, 2011, at the hour of 10:00 a.m., at the Office of the Board of Supervisors in Building G, 1415 W. Melody Lane, Bisbee, Arizona, is hereby set as the time and place for discussion and possible adoption of a resolution authorizing the exchange of land along Sulphur Canyon Road.

That notice of said meeting shall be published in the San Pedro Valley News-Sun thirty (30) days prior to the date of said meeting.

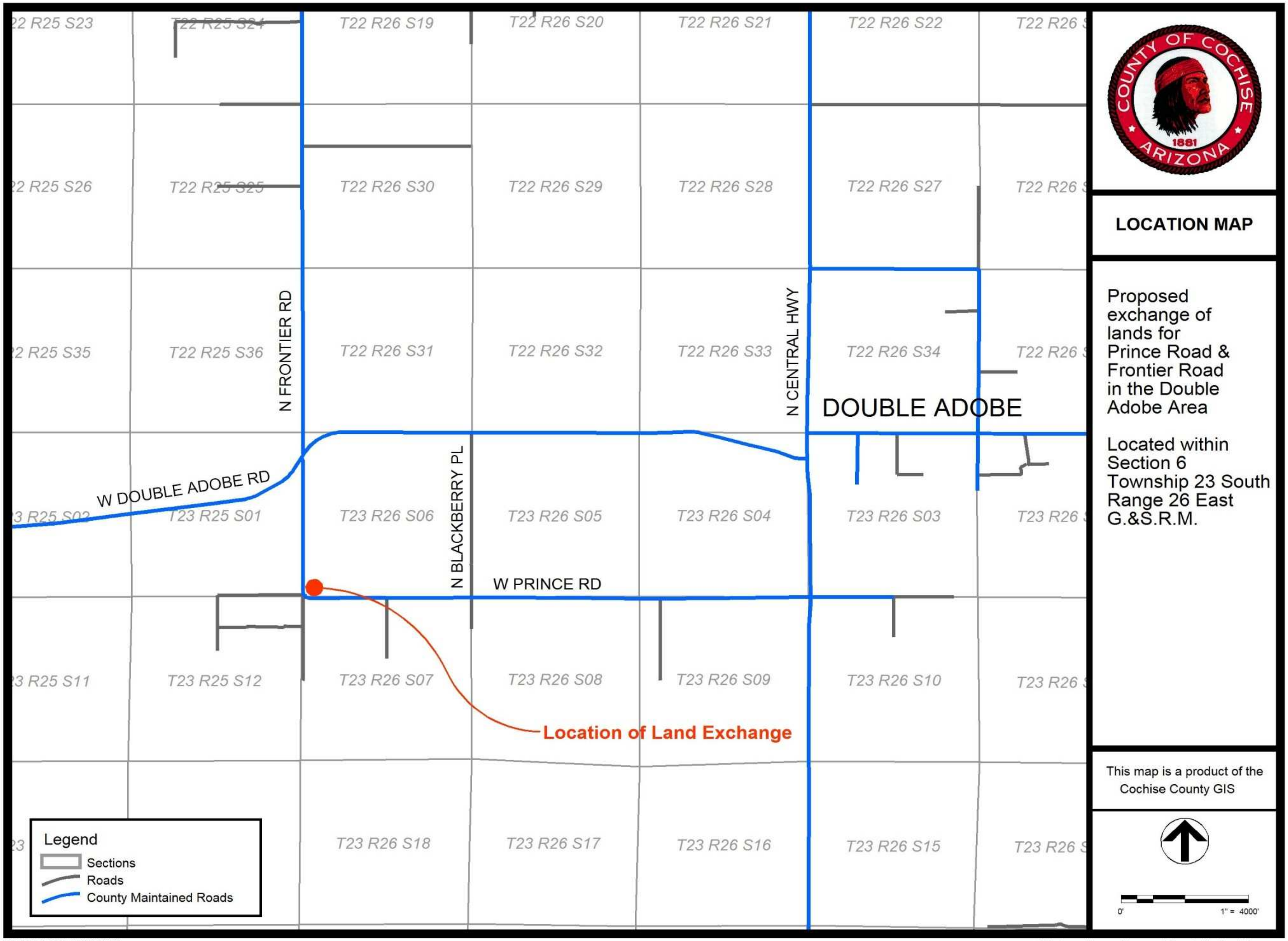
Dated this 31st day of March, 2011.

Katie A Howard

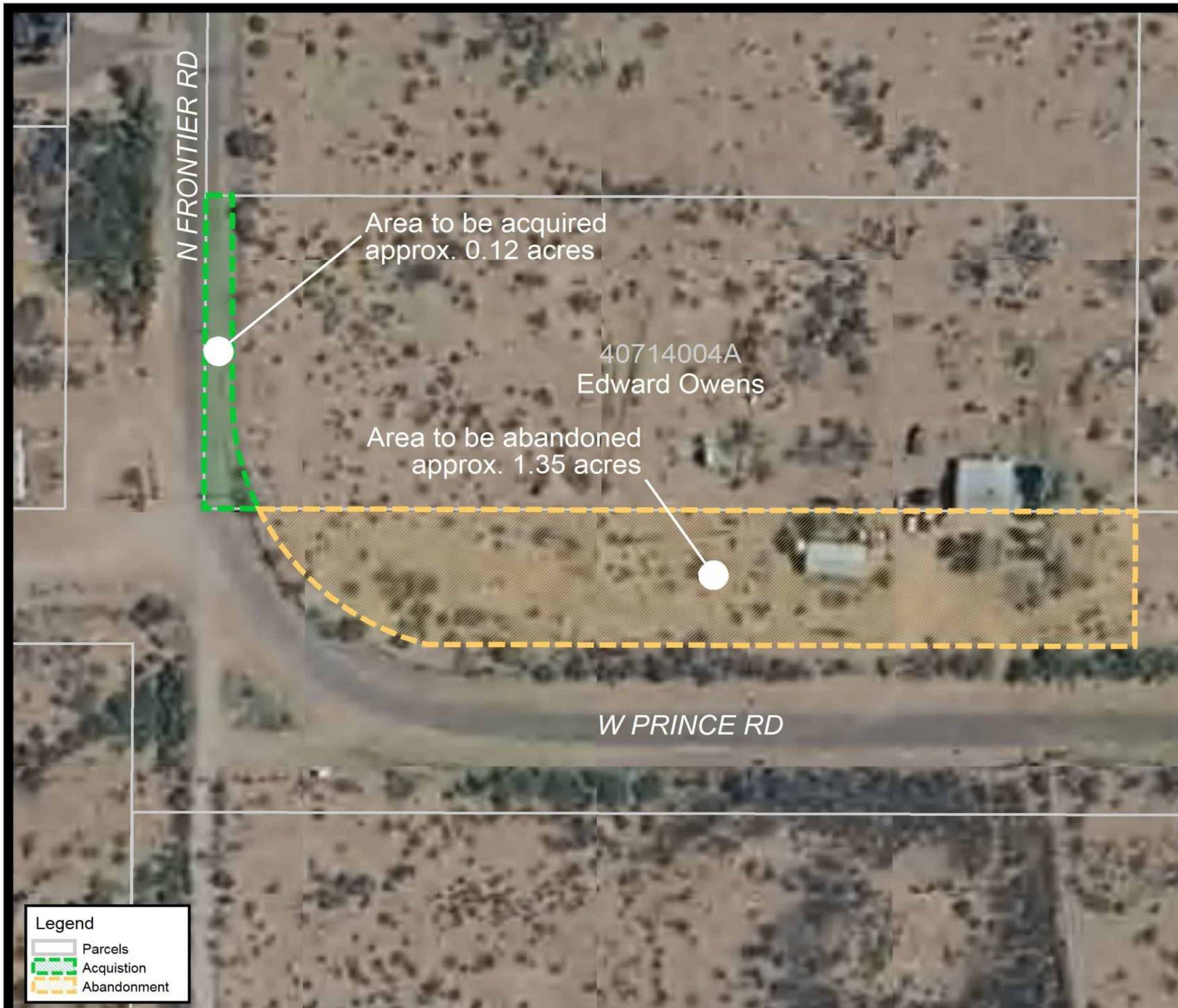
Katie Howard, Clerk of the Board

Authorizing the Exchange of Lands for Frontier Road and Prince Road

May 10, 2011



tcouchenour, 2011-04-13 09:22:28
EdwardOwensLocationMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\tcouchenour.mdb)



Map for Executive Summary

Proposed exchange of lands for Prince Road & Frontier Road in the Double Adobe Area

Located within Section 6 Township 23 South Range 26 East G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 100'

tcouchenour, 2011-04-13 08:43:14
EdwardOwensExecutiveSummaryMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\tcouchenour.mdb)

Frontier Road looking north

Prince Road looking east

Public Hearings 10.
Community Development

Regular Board of Supervisors Meeting

Date: 05/10/2011

Camino De Tundra Declaration

Submitted By: Frances Marinez, Community Development

Department:	Community Development	**Division:**	Right of Way
Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Carlos De La Torre	**TITLE of PRESENTER:**	Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 28-6701 thru 28-6703

Docket Number (If applicable):

Agenda Item Text:

Adopt Resolution 11-18, establishing Camino De Tundra as a declared County Highway as described therein.

Background:

Per the approved 10-11 work plan Camino De Tundra in Whetstone will be upgraded to a chip seal surface. The project is to include grading, leveling, placement of an aggregate base course (ABC), and chip sealing. The traffic volume has been estimated to be about 350 vehicles per day. The road is functionally classified as a Rural Minor Local Road, however zoning is RU-4 meaning that traffic could increase and the roadway could become a rural minor collector in the future.

Adequate right-of-way is in place for the entire one mile project at a varying width of 80 to 100 feet.

In 1994 Camino De Tundra was designated as a Primitive Road per Resolution 94-87. Therefore in order to facilitate the planned improvements, and in accordance with state statutes, Camino De Tundra must be established as a Declared County Highway.

Department's Next Steps (if approved):

Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

Impact of NOT Approving/Alternatives:

That portion of Camino De Tundra will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Executive Summary for Camino De Tundra

Resolution for Camino De Tundra Declaration
Location Map Camino De Tundra Declaration
206_PowerPointForCaminoDeTundraDeclarationII

COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT
MEMORANDUM

MAKING IT BETTER

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

DATE: May 3, 2011

TO: Board of Supervisors

THRU: Patricia D. Morris, Deputy Director

FROM: Terry Couchenour, Right-of-Way Agent II

SUBJECT: **Resolution 11__ Camino De Tundra Declaration**

Recommendation: This department recommends that the accompanying resolution be adopted establishing Camino De Tundra, a County Maintained Road, as a Declared County Highway.

Background (Brief): Per the approved 10-11 work plan Camino De Tundra in Whetstone will be upgraded to a chip seal surface. The project is to include grading, leveling, placement of an aggregate base course (ABC), and chip sealing. The traffic volume has been estimated to be about 350 vehicles per day. The road is functionally classified as a Rural Minor Local Road, however zoning is RU-4 meaning that traffic could increase and the roadway could become a rural minor collector in the future.

Adequate right-of-way is in place for the entire one mile project at a varying width of 80 to 100 feet.

In 1994 Camino De Tundra was designated as a Primitive Road per Resolution 94-87. Therefore in order to facilitate the planned improvements, and in accordance with state statutes, Camino De Tundra must be established as a Declared County Highway.

Fiscal Impact & Funding Sources: Approved expenditure by the Board of Supervisors for 10/11 work plan with a budget of approximately $192,000. The project was established at approximately $130,000 in the annual work plan, but this was prior to the final engineering being done. The annual work plan is proposed to be amended to reflect the higher amount.

Next Steps/Action Items/Follow-up: Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

Impact of Not Approving: That portion of Camino De Tundra will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.

RESOLUTION 11-___

ESTABLISHING CAMINO DE TUNDRA AS A DECLARED COUNTY HIGHWAY IN THE WHETSTONE AREA

WHEREAS, pursuant to A.R.S. § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a petition signed by ten or more resident taxpayers of said County, praying for the establishment of a County Highway to be known as Camino De Tundra:

LEGAL DESCRIPTION

A portion of Camino De Tundra, located in Sections 6 and 7 of Township 20 South, Range 20 East of the Gila and Salt River Meridian, Cochise County, Arizona, and more particularly described as follows:

Said Camino De Tundra, being 80 to 100 feet in width as dedicated, beginning at the intersection of State Route 90, east approximately 1 mile to the intersection of Sheila Street.

AND, WHEREAS, the Board of Supervisors on May 10, 2011, at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said road as requested in said petition is a public necessity, and that no landowner would be adversely affected thereby; and

WHEREAS, pursuant to Resolution 94-87 said road segment was designated as a Primitive Road,

NOW, THEREFORE, IT IS RESOLVED that the establishment of the County Highway as above described is hereby approved.

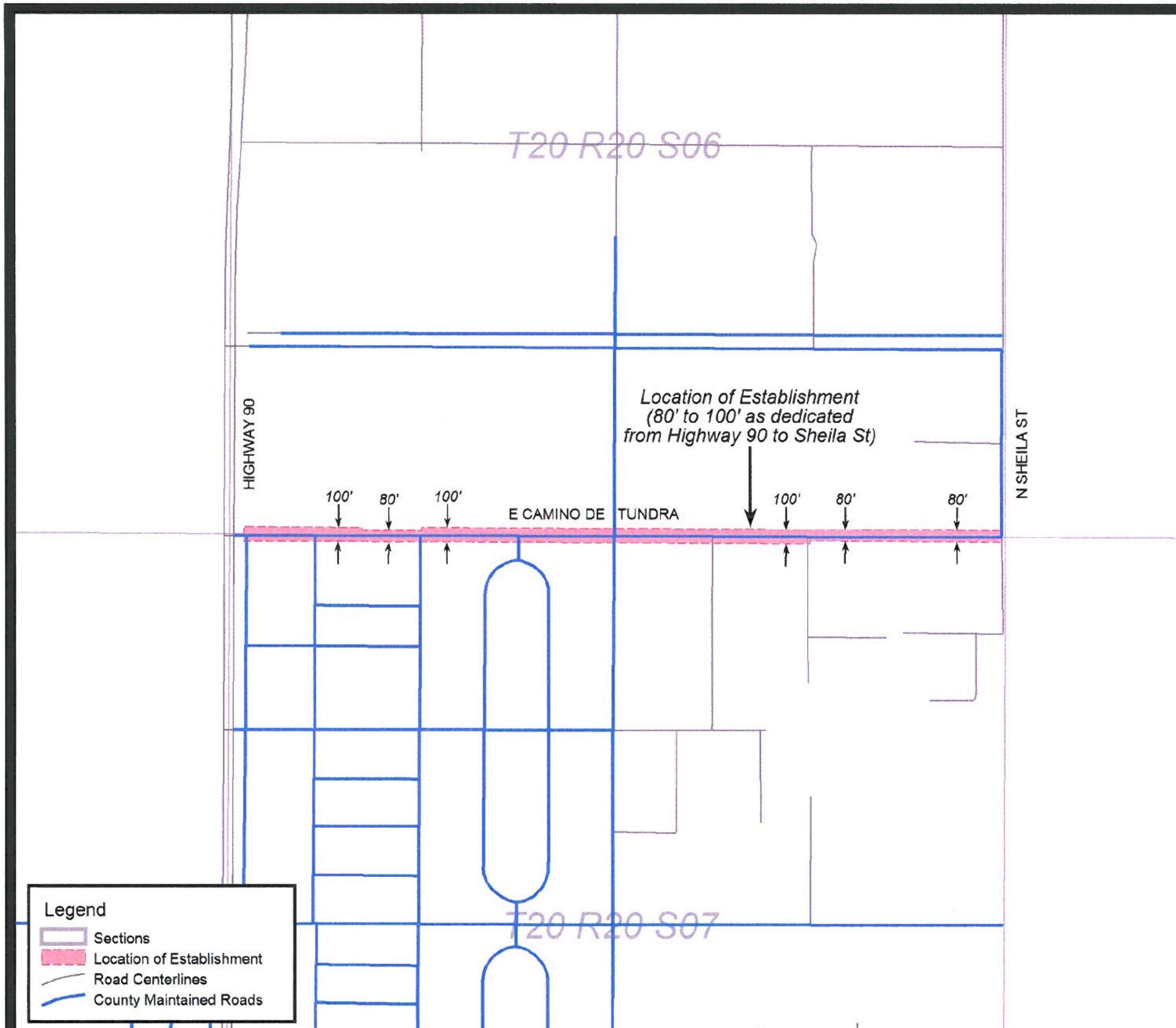
IT IS FURTHER RESOLVED that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

IT IS FINALLY RESOLVED that the designation of said road segment as a Primitive Road is hereby rescinded.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _______________, 2011.

____
Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:	**APPROVED AS TO FORM:**
___________________________________	___________________________________
Katie A. Howard, Clerk of the Board	Britt W. Hanson, Chief Civil Deputy County Attorney



COUNTY OF COCHISE ARIZONA 1881

RESOLUTION MAP

Resolution 11-___

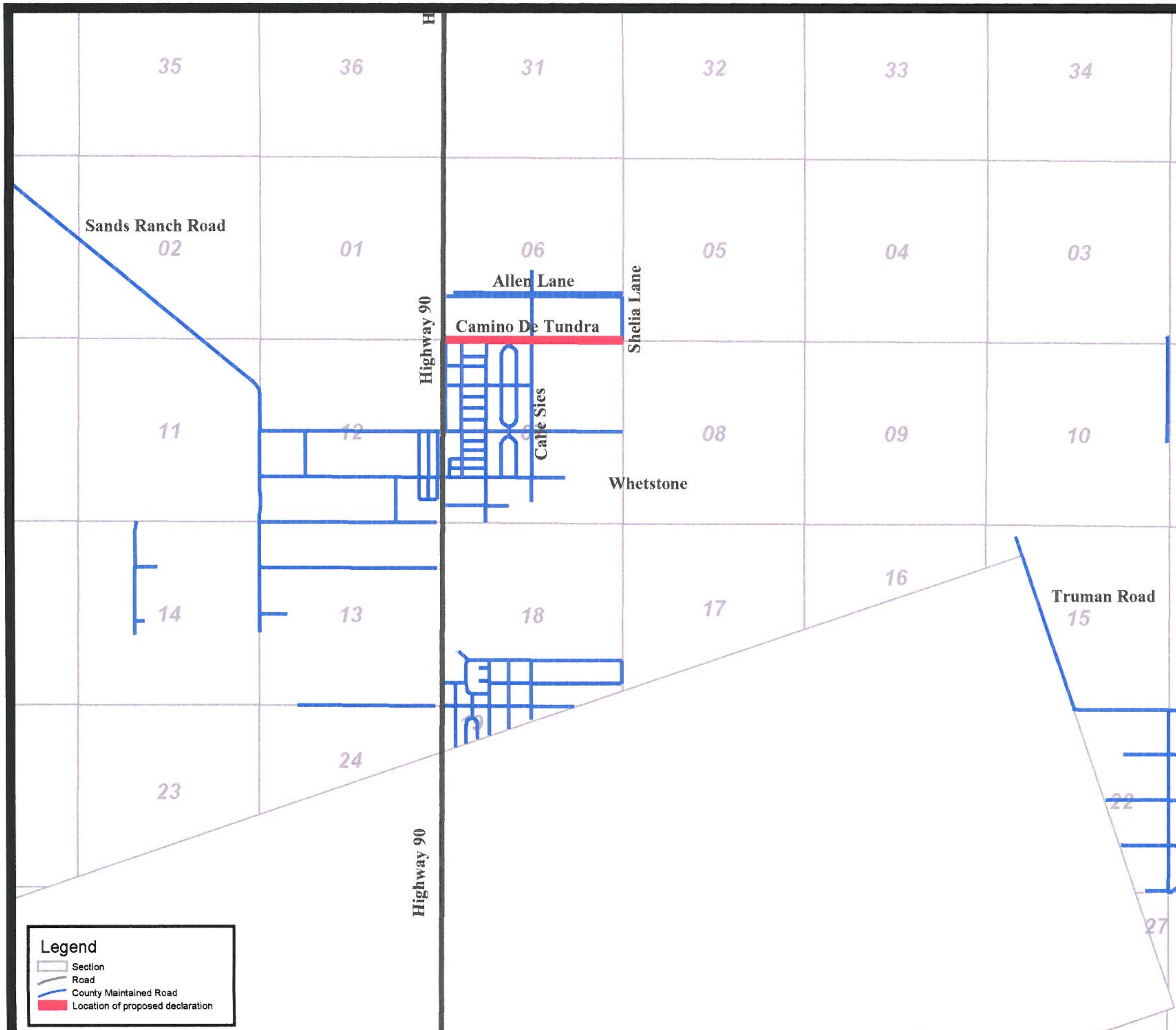
Establishment of
Camino De
Tundra
as a Declared
County Highway

Located within
Sections 6 & 7
Township 20 South
Range 20 East
G.&S.R.M.

This map is a product of the
Cochise County GIS

0' 1" = 1000'

tcouchenour, 2011-04-20 15:37:48
CaminoDeTundraResolutionMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\ROW.mdb)



COUNTY OF COCHISE ARIZONA 1881

LOCATION MAP

Proposed establishment of Camino De Tundra as a Declared County Highway

Located within Sections 6 and 7 Township 20 South Range 20 East

G.& S.R.M.

This map is a product of the Cochise County GIS

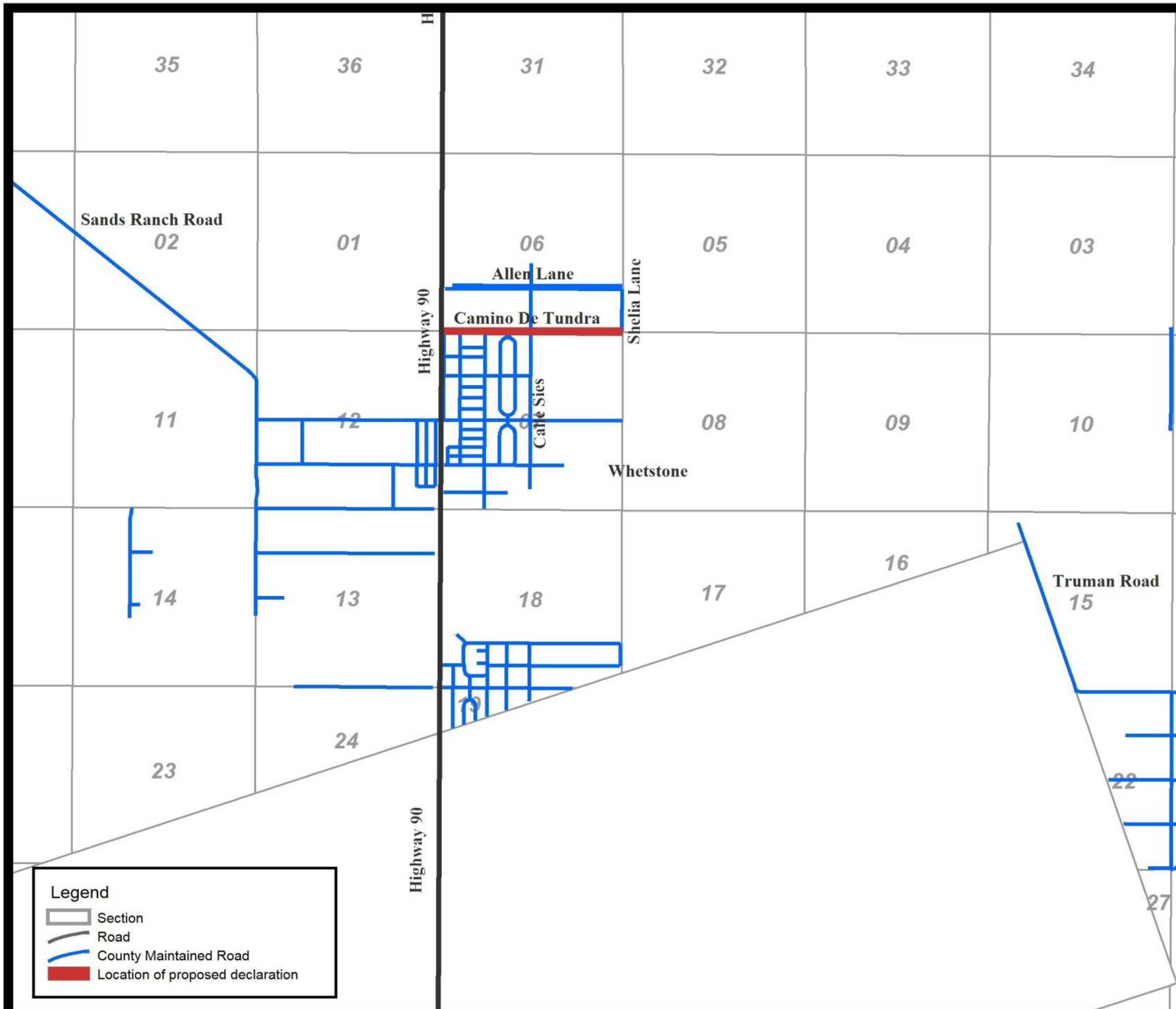
0' 1" = 4000'

phudgins, 2011-03-17 16:36:43
(\\ccappmi3\Geodesy\Encompass\Admin\Personal\ROW.mdb)

Camino De Tundra

Declaration

May 10, 2011



LOCATION MAP

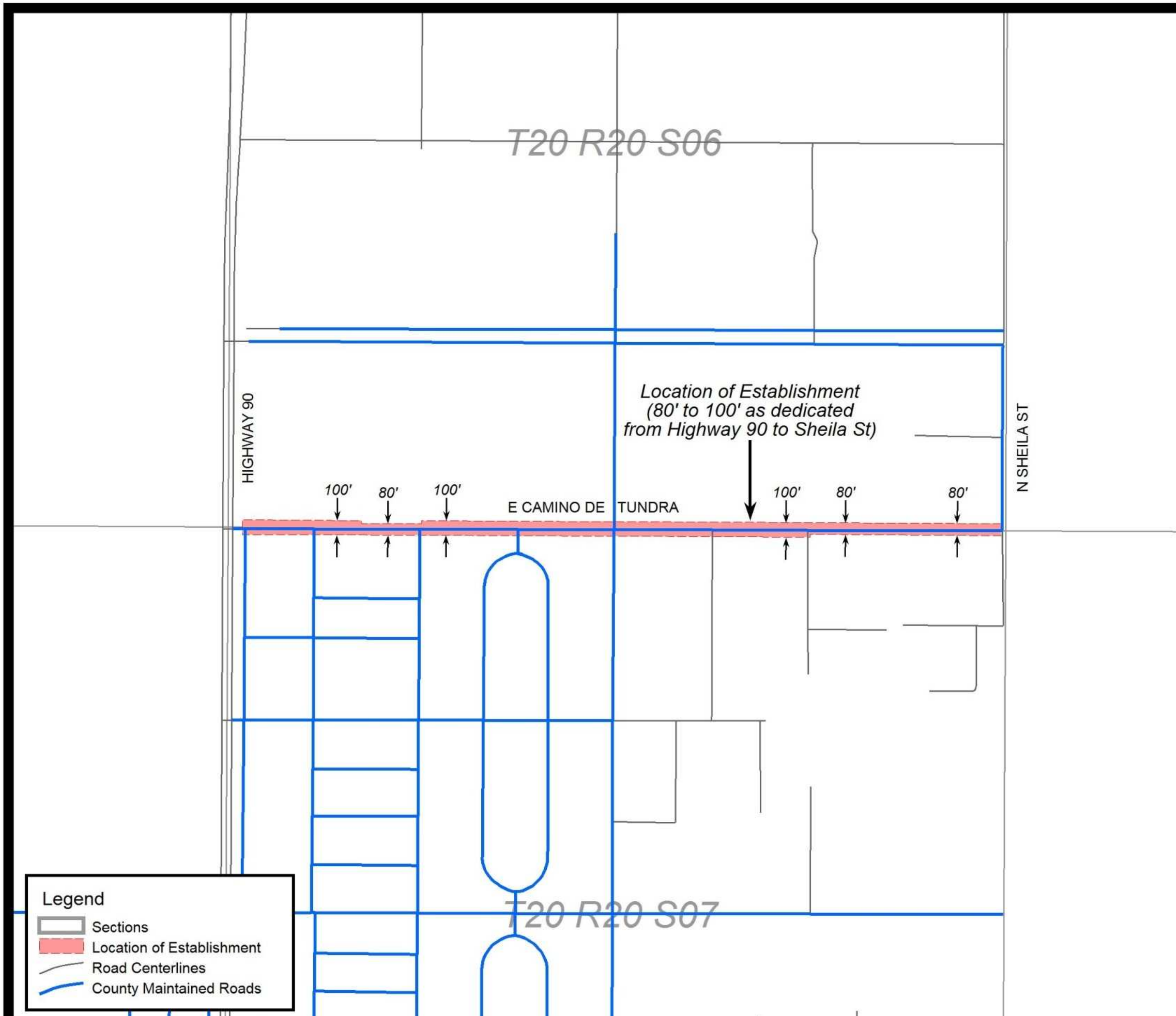
Proposed establishment of Camino De Tundra as a Declared County Highway

Located within Sections 6 & 7 Township 20 South Range 20 East G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 4000'

tcouchenour, 2011-04-26 09:01:36
LocationMapForCaminoDeTundraDeclaration (\\ccappml3\Geodesy\Encompass\Admin\Personal\ROW.mdb)



RESOLUTION MAP

Resolution 11-___

Establishment of Camino De Tundra as a Declared County Highway

Located within Sections 6 & 7 Township 20 South Range 20 East G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 1000'

tcouchenour, 2011-04-20 15:37:48
CaminoDeTundraResolutionMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\ROW.mdb)

This document is a graphic representation only of best available sources. Cochise County assumes no responsibility for any errors.

Intersection of Camino De Tundra and Hwy 90 (west termini) looking East.

Intersection of Camino De Tundra and Shelia (east termini) looking West.

Camino De Tundra

Recommendation:

- This Department recommends approval.

Regular Board of Supervisors Meeting

Date: 05/10/2011

Gleeson Road Declaration

Submitted By: Frances Marinez, Community Development

Department: Community Development **Division:** Right of Way

Presentation:	PowerPoint	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Carlos De La Torre	**TITLE of PRESENTER:**	Director
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	ARS 28-6701 thru 28-6703

Docket Number (If applicable):

Agenda Item Text:

Adopt Resolution 11-19, establishing a portion of Gleeson Road as a declared County Highway as described therein.

Background:

Per the approved 10/11 work plan and pursuant to a request by the Board of Supervisors, Gleeson Road will be improved from Mile Post 1.3 to Mile Post 2.3. The project is to include grading, leveling, placement of an aggregate base course (ABC), and chip sealing. Gleeson Road is in the County Maintenance System and the traffic volume has been estimated to be about 250 vehicles per day. The road is functionally classified as a Rural Minor Collector Road.

A 66 foot right-of-way is in place for this entire project which was acquired from State Land through a RS 2477 claim.

While Gleeson Road was declared a County Highway in 1905, the declaration was rescinded by Resolution 03-82 so that the road could be signed as a Primitive Road. In order to facilitate the planned improvements, and in accordance with state statutes, this portion of Gleeson Road must be established as a Declared County Highway.

Department's Next Steps (if approved):

Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

Impact of NOT Approving/Alternatives:

That portion of Gleeson Road will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Executive Summary for Gleeson Road Declaration

Resolution Gleeson Road Declaration

Location Map Gleeson Road Declaration

207_PowerPointForGleesonRoadDeclarationII

COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT MEMORANDUM

MAKING IT BETTER

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

DATE: May 3, 2011

TO: Board of Supervisors

THRU: Patricia D. Morris, Deputy Director

FROM: Terry Couchenour, Right-of-Way Agent II

SUBJECT: Resolution 11__ Gleeson Road Declaration

Recommendation: This department recommends that the accompanying resolution be adopted establishing a portion of Gleeson Road, a County Maintained Road, as a Declared County Highway.

Background (Brief): Per the approved 10/11 work plan and pursuant to a request by the Board of Supervisors, Gleeson Road will be improved from Mile Post 1.3 to Mile Post 2.3. The project is to include grading, leveling, placement of an aggregate base course (ABC), and chip sealing. Gleeson Road is in the County Maintenance System and the traffic volume has been estimated to be about 250 vehicles per day. The road is functionally classified as a Rural Minor Collector Road.

A 66 foot right-of-way is in place for this entire project which was acquired from State Land through a RS 2477 claim.

While Gleeson Road was declared a County Highway in 1905, the declaration was rescinded by Resolution 03-82 so that the road could be signed as a Primitive Road. In order to facilitate the planned improvements, and in accordance with state statutes, this portion of Gleeson Road must be established as a Declared County Highway.

Fiscal Impact & Funding Sources: Approved expenditure by the Board of Supervisors for 10/11 work plan with a budget of approximately $100,000.

Next Steps/Action Items/Follow-up: Once legally established as a Declared County Highway the improvements to the road will remain on schedule.

Impact of <u>Not</u> Approving: That portion of Gleeson Road will not be established as a Declared County Highway and upgrading this road segment to a chip sealed surface will be in conflict with state statutes.

RESOLUTION 11-___

ESTABLISHING A PORTION OF GLEESON ROAD AS A DECLARED COUNTY HIGHWAY

WHEREAS, pursuant to A.R.S. § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a petition signed by ten or more resident taxpayers of said County, praying for the establishment of a County Highway to be known as Gleeson Road:

<u>LEGAL DESCRIPTION</u>

A portion of Gleeson Road, located in Section 5 of Township 20 South, Range 23 East and Sections 32 and 33 of Township 19 South, Range 23 East of the Gila and Salt River Base, Cochise County, Arizona, and more particularly described as follows:

Said Gleeson Road being 66 feet in width, beginning approximately 1.3 miles east of the Tombstone City Limits, said point also being the east boundary of that portion previously declared per Resolution 09-09 and recorded as document number 2009-02462 as filed in the office of the Cochise County Recorder, and running east approximately 1 mile.

AND, WHEREAS, the Board of Supervisors on May 10, 2011, at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said road as requested in said petition is a public necessity, and that no landowner would be adversely affected thereby; and

WHEREAS, pursuant to Resolution 03-82 a portion of said road segment was designated as a Primitive Road,

NOW, THEREFORE, IT IS RESOLVED that the Cochise County Board of Supervisors hereby approves the establishment of the County Highway as above described.

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

IT IS FINALLY RESOLVED that the designation of that portion of said road segment as a Primitive Road is hereby rescinded.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of ______________, 2011.

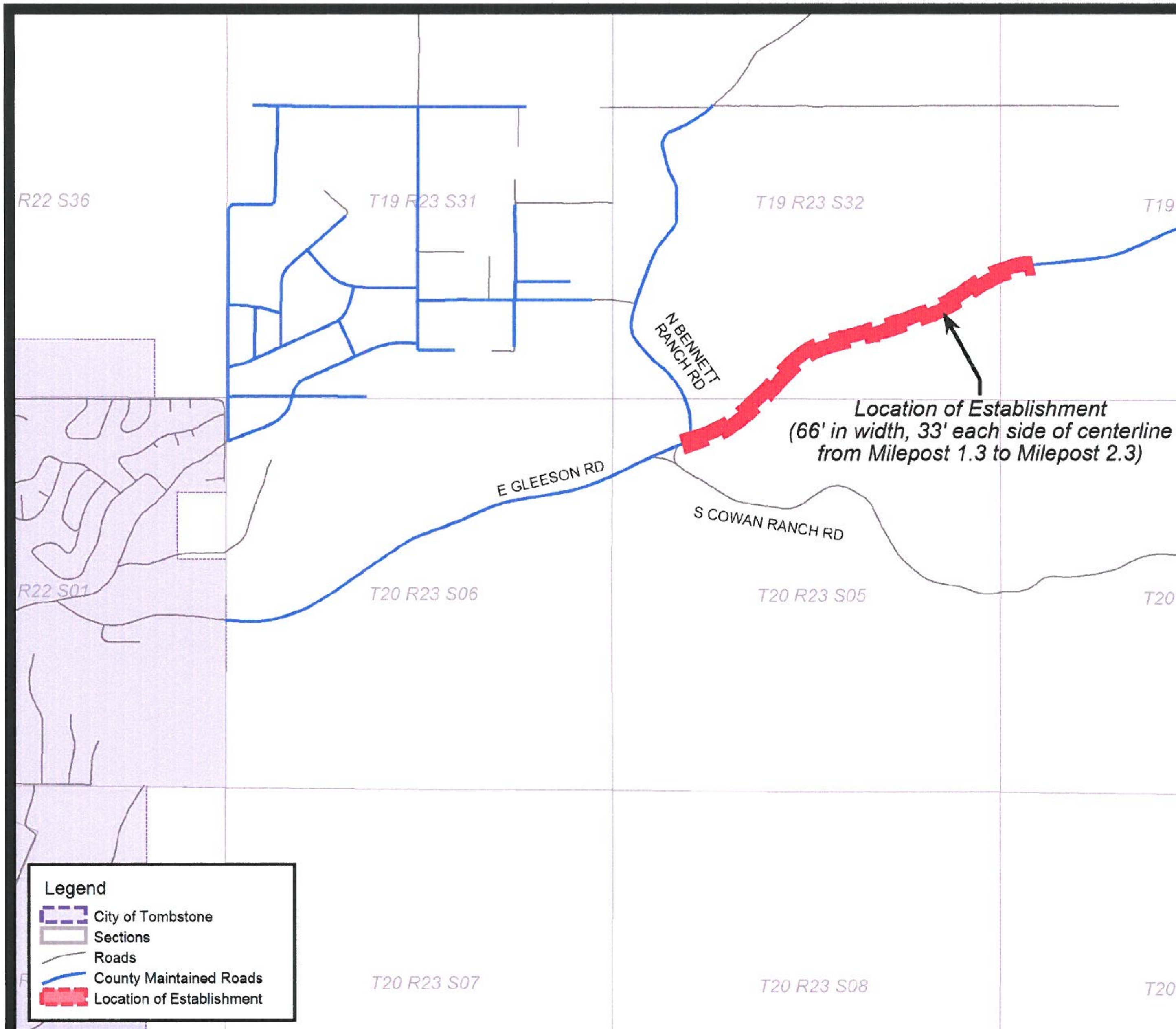
____
Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

____
Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:

____
Britt W. Hanson,
Chief Civil Deputy County Attorney



RESOLUTION MAP

Resolution 11-___

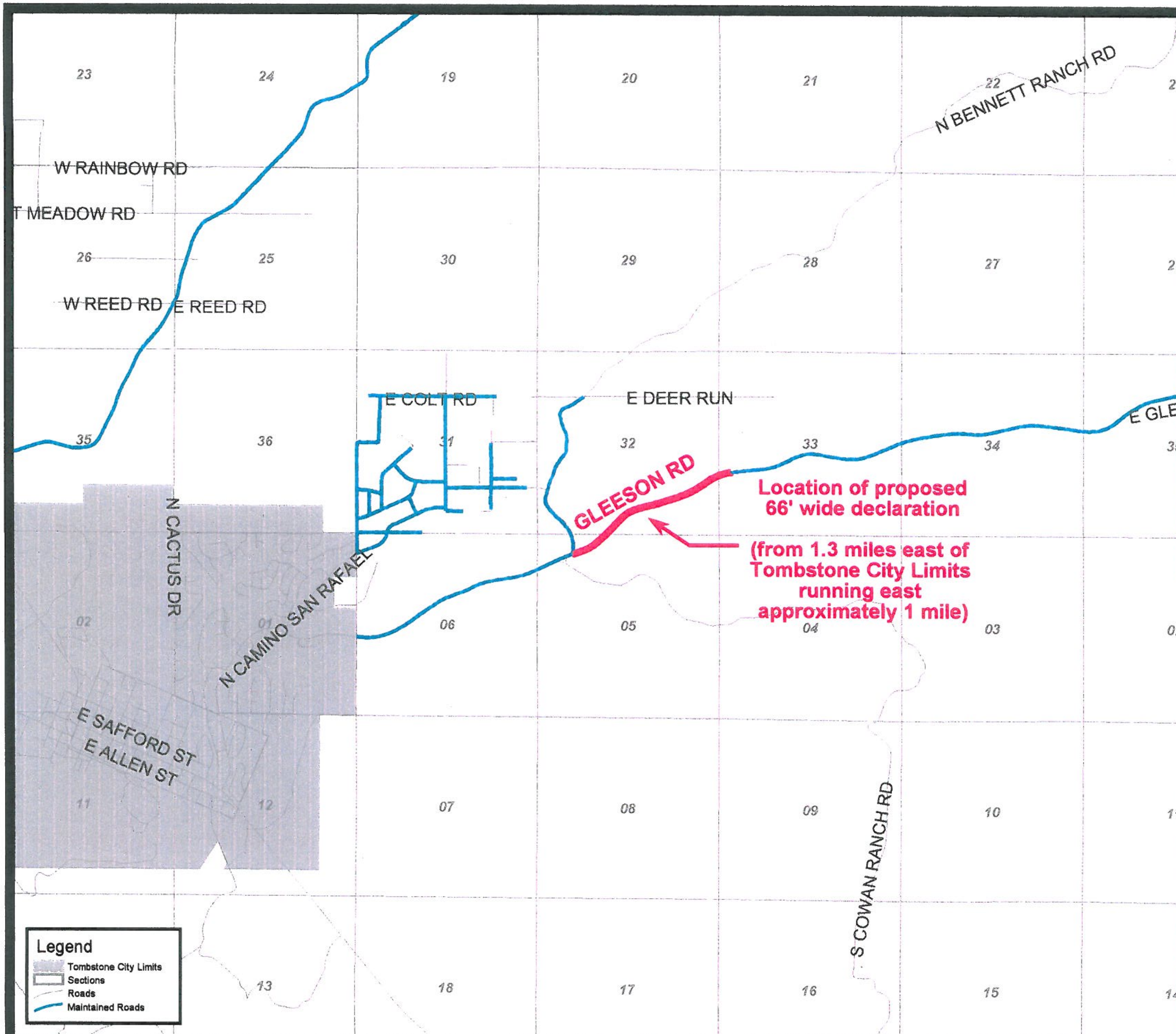
Establishment of
Gleeson Road
as a Declared
County Highway

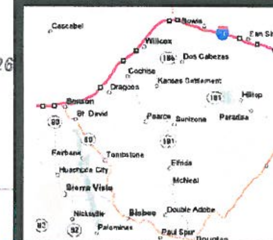
Located within
Section 5
Township 20 South
Range 23 East
AND
Sections 32 & 33
Township 19 South
Range 23 East
G.&S.R.M.

This map is a product of the Cochise County GIS

0' 1" = 2000'

tcouchenour, 2011-04-20 14:17:06
GleesonResolutionMap (\\ccappml3\Geodesy\Encompass\Admin\Personal\ROW.mdb)





LOCATION MAP

Proposed
Declaration of
Gleeson Road

Located in
Section 5
Township 20 South
Range 23 East
And
Sections 32 & 33
Township 19 South
Range 23 East
G.& S.R.M.

This map is a product of the Cochise County GIS

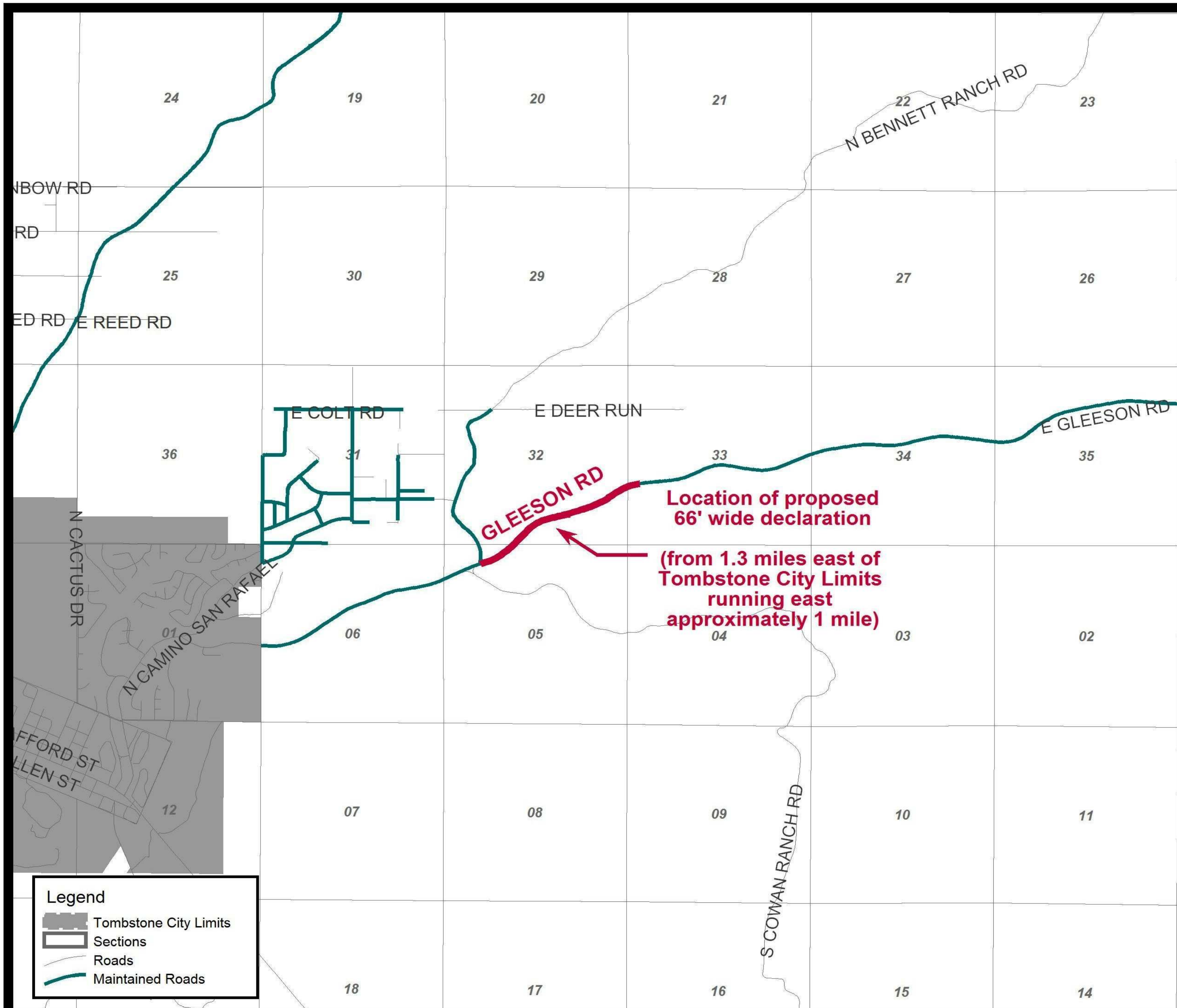
0' 1" = 4000'

phudgins, 2011-03-23 14:23:57
LocationMapForGleesonRdDeclaration (\\ccappmi3\Geodesy\Encompass\Admin\Personal\ROW.mdb)

Gleeson Road

Declaration

May 10, 2011



COUNTY OF COCHISE
1881
ARIZONA

LOCATION MAP

Proposed declaration of Gleeson Road

Located within
Section 5
Township 20 South
Range 23 East
And
Sections 32 & 33
Township 19 South
Range 23 East
G.&S.R.M.

This map is a product of the GIS

0' 1" = 4000'

tcouchenour, 2011-04-26 08:51:17

Gleeson Road (west termini) looking East.

Gleeson Road (east termini) looking West.

Gleeson Road

Recommendation:

- This Department recommends approval.

Action 12.

Regular Board of Supervisors Meeting — **Human Resources**

Date: 05/10/2011

Cochise Combined Trust (CCT) Membership Renewal

Submitted By: Kelley Jones, Human Resources

Department: Human Resources

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	Julie Morales	**TITLE of PRESENTER:**	Human Resources Director
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Agenda Item Text:

Adopt Resolution 11-20 to renew Cochise County's membership in the Cochise Combined Trust (CCT) effective July 1, 2011 through June 30, 2014.

Background:

Cochise County has been a participating entity in the Cochise Combined Trust (CCT) since July 1, 2002. The Cochise Combined Trust has been administered through Erin Collins & Associates. Administrative Enterprises is the third party administrator for insurance claims and payments.

Department's Next Steps (if approved):

The Human Resources Department will forward original signed copies to Erin Collins & Associates after approval by the Board of Supervisors.

Impact of NOT Approving/Alternatives:

The impact of not approving be that the employees of Cochise County would not have medical, dental or vision insurance, and the County Administrator would need to negotiate contract services with another agency to provide medical, dental & vision insurance for County employees.

To BOS Staff: Document Disposition/Follow-Up:

Two originals will be forwarded to the BOS for original signatures by all parties. Once all parties signatures have been obtained, one original stays with the BOS for recording, and the second original is forwarded to Human Resources to be submitted to the Cochise Combined Trust.

Attachments

CCT Membership Renewal Resolution

CCT Trust Agreement

Trust Agreement Signature Page

Resolution ___-___

A RESOLUTION ENACTED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY, ARIZONA APPROVING MEMBERSHIP IN THE COCHISE COMBINED TRUST (CCT)

WHEREAS The Cochise County Board of Supervisors is empowered pursuant to ARS § 11-981(A) to procure Health, Accident Life, and/or Disability benefits for employees and officers of the County through either insurance or self-insurance; and

WHEREAS ARS § 11-952 and ARS § 11-952.01 provide that two or more public agencies may join together to provide for Health, Accident, Life, and/or Disability benefits for employees and officers of the entities through either insurance or selfinsurance; and

WHEREAS, Cochise County ("the County") has been a Participating Entity in the Cochise Combined Trust ("CCT") since July 01, 2002; and

WHEREAS the County's current term of participation in CCT will expire on June 30, 2011; and

WHEREAS CCT has extended an invitation to Cochise County to renew its membership in CCT; and

WHEREAS in order to effect renewal of the County's membership, CCT requires action by the Cochise County Board of Supervisors through a resolution;

THEREFORE be it resolved by the Cochise County Board of Supervisors as follows:

1. The Cochise County Board of Supervisors hereby approves and agrees that the renewal term of its participation in CCT shall be thirty six (36) months commencing July 01, 2011 and terminating June 30, 2014.

2. The Cochise County Board of Supervisors hereby approves and agrees to be bound by the provisions of the Trust Agreement provided by CCT and as may be amended from time to time.

3. The Cochise County Board of Supervisors hereby accepts the Trust Bylaws provided by CCT and as may be amended from time to time.

4. This approval is based on the CCT Trust Agreement and Bylaws reflecting compliance with ARS § 42-17106.

5. The Cochise County Board of Supervisors hereby appoints the following County employees to the positions shown:

A. Trustee: Michael Ortega
B. Trustee: Julie Morales

WITNESS the signatures of the members of the Cochise County Board of Supervisors this __ day of _____________, 2011.

____
Patrick Call, Chairperson
Supervisor, District 1
Cochise County Board of Supervisors

____
Ann English, Vice Chairperson
Supervisor, District 2
Cochise County Board of Supervisors

____
Richard Searle
Supervisor, District 3
Cochise County Board of Supervisors

Approved as to form and as being within the Powers of the Cochise County Board of Supervisors

____
Terry Bannon, Deputy County Attorney
Cochise County Cochise County

Witnessed and Attested to:

____
Katie A. Howard, Clerk of the Board

COCHISE COMBINED TRUST
(CCT)

AGREEMENT AND DECLARATION OF TRUST

Effective:
July 01, 2002

Amended:
February 01, 2010

TABLE OF CONTENTS

THIS AMENDED AND RESTATED AGREEMENT AND DECLARATION OF TRUST (hereinafter referred to as "Trust Agreement" or "Agreement", by and between the Participating Entities for the administration of the Trust in accordance with the terms and provisions of this amended and restated Trust Agreement is made and entered into effective February 01, 2010

RECITALS

WHEREAS, ARS § 11-952.01 provides a vehicle through which public agencies in the State of Arizona may come together to cooperatively provide for the provision of certain employee benefits, and

WHEREAS, The Participating Entities desire to enter into an agreement to provide and maintain a program of health and welfare benefits for the Employees of the Participating Entities and to certain other persons deemed eligible for coverage hereunder; and

WHEREAS, To effect the aforesaid purpose, it is mutually beneficial to the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, The Participating Entities which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the Trustees, be deemed parties to this Agreement and Declaration of Trust.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" shall mean Employees, their dependents and such other persons designated by the Participating Entities as eligible for coverage provided herein under and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s) or firm employed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" shall mean any person employed by a Participating Entity on a regular basis working not less than the number of hours per week required by the Participating Entity for eligibility, and who are not eligible for benefits under any other Health and Welfare program to which the Participating Entity makes contributions.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to this Agreement and Declaration of Trust.

1.05 "Employee Contributions" shall mean any contributions made by Employees whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by Participating Entities comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total charges paid by each Participating Entity to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust set forth therein, and those things of value which comprise the corpus and additions to the fund.

1.09 The Name of this Trust is the Cochise Combined Trust. In the event entities outside of Cochise County are accepted for membership, Trustees may change the name of the Trust to more accurately reflect its membership.

1.10 "Participating Entities" shall mean those entities which are approved for membership by the Board of Trustees pursuant to Article XIII of this Trust Agreement. An entity terminating membership in the Trust shall cease to be a Participating Entity as of the effective date of termination of its membership, but shall retain such continuing rights and be subject to such continuing obligations as provided in this Agreement.

1.11 "Summary Plan Description" (SPD) shall mean the document which generally describes health and welfare benefits to be provided by the Trust to the Employees.

1.12 "Plan Document" shall mean the document devised by the Trustees setting forth the health and welfare benefits to be provided by the Trust to the Employees. Upon approval of the Trustees, the Summary Plan Description may simultaneously serve as the Plan Document.

1.13 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.14 "Trustees" shall mean the Trustees, Alternate Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Creation of Trust Fund. There is hereby declared and created the Cochise Combined Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to those described under Article 4.05 of this Agreement and Declaration of Trust whether through one or a combination of self-funded or insured programs.

2.02 Principal Office. The Principal Office of the Trust shall be in the ***City of Bisbee, County of Cochise,*** State of Arizona (hereinafter designated and referred to as the Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the Participating Entities as provided herein and may resign or be removed at any time. Trustees shall include the Chief Operating Officer of the Participating Entity.

3.02 Membership and Appointment. If the number of Participating Entities does not exceed three (3), each shall be represented by two (2) Trustees appointed by the Participating Entity. In the event that the number of Participating Entities exceeds three (3), each shall be represented by (1) Trustee appointed by the Participating Entity. Each Participating Entity shall make or rescind appointments as necessary to comply with the requirements of this Section. The appointing Participating Entity may remove a Trustee at any time without cause. In the event of the removal or resignation of a Trustee, the appointing Participating Entity shall designate a successor to such Trustee Upon acceptance of his/her appointment in writing, the successor shall succeed to the legal interest of his/her predecessor and have the same powers and duties. The Participating Entities may appoint Alternate Trustees to vote on behalf of an absent Trustee. Participating Entities shall submit written notice of appointments or rescission of appointments of Trustees or Alternate Trustees to the Trust.

3.03 Votes. Each Trustee, or Alternate Trustee when acting in place of a Trustee, shall be entitled to cast one (1) vote in matters requiring a vote by the Board of Trustees.

3.04 Terms of Office. Following appointment, Trustees and Alternate Trustees shall serve until such time as they resign or cease to be employees of the Participating Entity that they were appointed to represent. In the event that a Trustee or Alternate Trustee resigns or ceases to be an employee of the appointing Participating Entity, the position shall be deemed vacant and a new Trustee or Alternate Trustee shall be appointed by that Participating Entity.

3.05 Executive Committee. In the event that the number of Participating Entities exceeds seven (7) the Board of Trustees may, by a 2/3 vote, elect to designate an Executive Committee who shall exercise such powers and duties as may be provided in the Bylaws of the Trust. The Executive Committee shall consist of the Chairperson and at least two other Trustees selected by majority vote of the Board. The Term of the elected members of the Executive Committee shall be one year. Vacancies on the Executive Committee shall be filled by majority vote of the Board.

3.06 Employee Benefit Advisory Committee. Each Participating Entity may designate an Employee Benefit Advisory Committee comprised of employee representatives, management staff, elected officials and/or public representatives to advise the Trustees with regard to matters involving employee benefits.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by the Board of Trustees who shall be selected and shall serve as provided in Article III.

4.02 Trustees' Acceptance. Trustees, by their signatures accepting appointment as Trustees, shall accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully keep and hold any and all monies they receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. When acting upon advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts performed or not performed.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the plan document including the exclusions of coverage.

(e) ensure that all valid claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be at the sole and exclusive discretion of the Trustees.

(c) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, operation and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

(a) Long and Short-Term Disability;
(b) Accidental Death and Dismemberment;
(c) Dental Benefits;
(d) Vision Benefits;
(e) Life Insurance;
(f) Hospital, surgical, professional, in-patient, out-patient, prescription drug and other group medical products customarily made available to employee groups; and
(g) Employee Wellness Programs, Employee Assistance Programs, utilization review programs, claims management programs and other programs intended to improve Employee health, reduce costs to the Trust and Employees and otherwise manage losses.

4.06 Deposits and Investments. All corpus or portions of the Fund not expended pursuant to this Article IV may be deposited by the Trustee in the name of the Trust in such depository or depositories as the Trustee shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments and in a manner consistent with applicable Arizona law pertaining to investment of public funds.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and other financial institutions and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees may receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity of expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts, vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies of investments shall be signed by appropriate signators as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by majority vote of the Board of Trustees

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the Participating Entities.

4.12 Selection of Officers and Recording Secretary. The Trustees shall annually elect from among themselves the following Officers: Chairperson, Vice Chairperson and Treasurer who shall serve as Officers of the Trust. The Trustees shall further designate a Recording Secretary, who need not be a Trustee. The powers and duties of the Officers shall be specified herein or in the Bylaws.

4.13 Trustees' Meetings The Trustees shall determine the time and place of the regular meetings which shall be held at least quarterly. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken. Meetings shall be conducted in accordance with applicable provisions of ARS § 38-431 et. seq. At least seven (7) days written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which all Trustees are present, in person or concerning which all Trustees have waived notice in writing, shall be a valid meeting without requirement that notice be given to the Trustees.

4.14 Quorum Requirement. To constitute a quorum at any regular or special meeting of the Trustees, there must be present in person or telephonically/electronically at least one Trustee or Alternate Trustee from a majority of the Participating Entities. Telephonic or electronic participation is subject to a medium approved by the Trust Chairperson.

4.15 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time by the Trustees.

4.16 Successor Trustees. The Trustees and their successors, from time to time acting hereunder, shall have all the rights, powers and duties as set forth herein.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002 and end on the 30th day of June, 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and to the County after each audit or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

4.18 Bylaws, Rules and Regulations. The Trustees shall have the power to adopt bylaws, rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such bylaws, rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits there under. Adoption or amendment of bylaws, rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.19 Bonding Requirements. The Trustees shall procure fidelity bonds for the Trust and/or persons authorized to receive, handle, deal with or draw upon the monies in the fund for any purpose whatsoever, said bonds to be in such amount as the Trustees deem reasonably necessary to aid in reimbursing bondable loss of Trust money or other assets. , Such bonds shall meet all applicable requirements of United States or State law. Such bonds are to be obtained from such reputable fidelity or surety companies as the Trustees shall choose. If convenient, and in conformity with law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, each Participating Entity shall contribute to the Fund an amount determined by the Trustees to be necessary to pay for the benefits provided hereunder to the Employees and other persons covered by the Employee Benefit Program. The Entity Premium shall be due and payable as of the first day of each month during the effective term of this Trust Agreement or as otherwise specified by the Trustees. The Entity Premium shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Interest on Premiums in Arrears. Entity Premiums not paid as of the due date as provided in

Section 5.01 shall accrue interest, at rates specified by the Trustees, from the due date to the date of payment.

5.03 Employer Contributions Not Wages. Employer Contributions paid or accrued to the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Participating Entity; neither the Participating Entity, any Employee, nor any beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.04 Employee Contributions. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by each Participating Entity as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude a Participating Entity from making all or any portion of Employee Contribution payments on behalf of its employees.

5.05 Payment in Lieu of Benefits. No employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.06 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The Participating Entity shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein on the first day of each month during the effective term of this agreement or as otherwise specified by the Trustees.

5.07 Manner of Payment. All Entity Premiums and other payments to the fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.08 Wage Reports/Audits. The Participating Entity shall make all reports required by the Trustees. The Trustees may at any time have an audit of the Participating Entity's wage records performed by an independent Certified Public Accountant to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.09 Contributions Irrevocable. Subject to the provisions of Article XVII with respect to termination of this Trust Agreement and Article XV and Article XVIII with respect to termination of membership in the Trust, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to a Participating Entity or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and other covered persons as provided in this Trust Agreement.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees shall order an assessment sufficient to cure the deficit. Assessments shall be distributed among the member counties on a pro-rata basis, as calculated by the amount of each member's contributions for the plan or fiscal year to which the deficit is credited. Assessments shall not exceed the amount of the member's annual contribution to the Fund for the year to which the deficit is credited.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan Document and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which each Participating Entity's Employees would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Plan documents and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries of Participating Entities under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Beneficiary, or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Summary Plan Description. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be set forth in a Summary Plan Description which shall, at a minimum, generally explain the applicable benefits and eligibility rules for coverage for employees and dependents.

6.05 Protection of Employees or Other Beneficiaries. Prior to payment to or on behalf of an Employee or other beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they come due.

6.06 Employee or Other Beneficiary Claims to Benefits. No Employee or other beneficiary shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the Summary Plan Description, policy or policies or contract or contracts procured or entered into pursuant to Articles II and IV. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the Summary Plan Description, policy or policies, or contract or contracts; and the Employee or other beneficiary shall not have any right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the Participating Entity nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an eligible Employee or other beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefit payments to each eligible Employee or other beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Trustees shall have the power to construe, interpret and apply the provisions of this Trust document and any amendments, rules or regulations adopted pursuant to this document as well as the terms used herein and any construction, interpretation or application adopted in good faith. Should the Trustees in good faith reach a decision in a particular circumstance which is or appears to be at odds with the terms of this agreement, such decision shall not have as its purpose of effect to in any other way modify the plan of benefits or this document or to obligate the Trustees to take the same or similar action on any matter then pending or which might come before them at a future date.

7.02 Settlement of Benefit Claims. Controversies related to denial of claims shall first be referred by moving parties to the Trust's claims administrator in the manner and according to the time lines included in the plan booklet. The claims administrator will, upon completion of the final review provided for in the plan booklet, issue a written Notice of Final Determination to the moving party. The notice of Final Determination shall include at least the section(s) of the plan booklet or Trust Document from which the dispute arises, the facts giving rise to the dispute and the proposed resolution of the dispute.

(a) If the moving party is dissatisfied with the claims administrator's Notice of Final Determination, the moving party shall have sixty (60) calendar days from the date of receipt of the Notice of Final Determination to appeal the claims administrator's Determination to the Trustees.

(b) Within thirty (30) calendar days of receipt of the appeal from the claims administrator's findings, the Trustees shall meet to decide whether (1) to issue a decision based on the notice of dispute and claims administrator's Notice of Final Determination; (2) hold a hearing; or (3) designate a Hearing Officer to hold a hearing to hear the evidence, prepare a record and bring a recommendation to the Trust for decision. In all cases, the decision of the Trustees shall be final and binding on all parties to the dispute.

(c) Hearing Officers may not be employees or elected officials of any Participating Entity or have any substantive interest in the outcome of the proceedings. Hearing Officers shall hear the appeal within forty five (45) days of appointment. The Hearing Officer may extend the time for hearing upon agreement of the parties. Hearings conducted by the Hearing Officer shall be conducted in the same manner as meetings of the Trustees, including the maintenance of an electronic or other record of the proceeding as shall be determined by the Hearing Officer. Upon conclusion of the hearing, the Hearing Officer shall issue written findings and recommendations to the Trustees. Within fifteen (15) calendar days of receipt of the Hearing Officer's recommendations, the Trustees shall meet to receive and review the Hearing Officer's report. The Trustees may accept or reject, in whole or in part, the Hearing Officer's findings and recommendations. Costs to the Trust associated with the services of the Hearing Officer shall be borne by the Trust. Costs associated with presentation of an appeal shall be borne by the appealing party. The decision of the Trustees shall be final and binding on all parties to the dispute.

(d) If the appealing party is dissatisfied with the decision of the Trustees, the moving party shall have the right to pursue such other relief as may be afforded through a court of competent jurisdiction or such other alternative dispute resolution procedure as may be agreed to between the parties.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or other officials charged with the administration of such a program of self-funding. The Trustees or Successor Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees and Successors shall not be responsible for the actions or omissions of their Co-Trustees or Successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorney's fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03.

8.02 Successors' Liability. No Successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers. It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Agreement and it is the intention of the Participating Entities, Trustees and each and every party to this agreement, that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted by the Participating Entities to amend this agreement in accordance with the procedures set forth in Article IX of this Trust Agreement. All parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby.

9.02 Procedures. Prior to amendment of this Trust Agreement, the Trustees shall notify each Participating Entity no less than 30 days prior to the date on which such proposed amendments are to be considered by the Board of Trustees. Such notice shall set forth in sufficient detail the nature of the proposed amendments and shall invite questions or comments. Amendments to the Trust Agreement which have a proposed effective date of other than July 01 of any year shall require a 100% vote of the Board of Trustees. Amendments to the Trust Agreement which have a proposed effective date of July 01 of any year shall require a 66.6% (2/3) vote of the Board of Trustees. Approved amendments shall be signed by each Trustee voting in favor of approval. Amended or new Trust Agreements shall be filed with the State of Arizona in the manner provided by law for such agreements. Proposed amendments to the Trust Agreement shall be reviewed and approved in writing as to form by counsel for the Trust prior to approval by the Board of Trustees. Following approval by the Board of Trustees, proposed amendments shall be submitted to the Governing Boards of the Participating Entities and shall become effective on the date specified after approval by the Governing Boards of no less than 100% of the total number of Participating Entities for amendments which are to be effective on dates other than July 01 of any year and 66.6% (2/3) of the total number of Participating Entities for amendments which are to be effective on July 01 of any year.. Participating Entities whose Governing Boards fail to approve the proposed amendment(s) may elect to terminate their membership in the Trust pursuant to the provisions of Article XV of the Trust Agreement.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any Beneficiary who withdraws or ceases to participate in the Employee Benefit Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, it corpus and assets. No Employee, family, dependents, beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the Participating Entity (quitting, discharge or otherwise), or when this Trust Agreement is terminated, concluded or dissolved. No benefit, right or interest, in any of the forgoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any employee, or person claiming through such employee, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company shall be required to look into the terms of this Agreement or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes carrying out the objectives of the Trust. The Trustees shall designate an administrator to carry out the policies established by the Trustees and to provide day to day management. An administrator appointed pursuant to Section 12.03 may also serve in this capacity.

12.02 Termination of Agents. The Trustees may remove any agent for administration at any time, without cause, after thirty (30) days written notice to the agent or as otherwise provided in contracts for employment of such agents.

12.03 Consultant/Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall be licensed pursuant to Arizona Revised Statutes Title 20, Chapter 2, Articles 3 or 9. Such licensing shall be verified by the Trustees prior to any appointment pursuant to this section.

12.04 Duties of Agents. Agents shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any agent designated as benefits administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.05 Business Offices. The Trust may establish offices within the State of Arizona as required for the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. ADDITIONAL MEMBERS

13.01 Eligibility for Membership. Any "Public Agency" as defined in ARS § 11-951 that is located in Cochise, Graham, Greenlee, Gila, Maricopa, Pima, Pinal, Santa Cruz and Yuma counties, is eligible to be considered for membership in the Trust subject to the terms and conditions set forth herein.

13.02 Application for Membership. An entity desiring membership in the Trust may petition the Trustees for permission to become a Participating Entity. Applicants shall submit application forms as prescribed by the Trustees and shall provide such additional information as may be requested in order to fully evaluate the application. Completed applications and supporting data shall be submitted no later than the deadlines established by the Trustees. Applications deemed incomplete by the established deadlines may be rejected in the sole discretion of the Trustees.

13.03 Approval of Applications. Completed applications will be reviewed and evaluated based on standards acceptable to the Trustees to ensure that approvals of applications are based on the best interests of the Trust, its Participating Entities and their Beneficiaries. Decisions of the Trustees may be based upon recommendations of their employees or agents. The Trustees, in a regularly convened meeting may, by one hundred percent (100%) vote, approve the application for membership subject to such terms and conditions as may be established by the Trustees in their sole discretion. Decisions of the Trustees with respect to membership applications will be final. If accepted for membership, an entity will be bound by all applicable terms and conditions of this Agreement and Declaration of Trust as well as all policies, procedures and regulations established pursuant to this Agreement. Representatives of Participating Entities approved for membership may attend meetings of the Board of Trustees, but will not be allowed to vote or otherwise formally participate in the governance or benefits of the Trust until the effective date of the Entity's participation in the Trust.

ARTICLE XIV. DURATION OF AGREEMENT

14.01 Term of Agreement. This Agreement and Declaration of Trust shall continue in full force unless terminated as provided herein or extended by majority vote of the Trustees.

14.02 Initial and Renewal Participation Requirement. The Initial membership term for new members shall be for a period of not less than thirty five (35) nor more than forty seven (47) calendar months. Membership in the Trust may not be terminated by any Participating Entity during the Initial or any Renewal term of membership term, except as provided herein. Notwithstanding these limitations on voluntary termination, coverage under the Employee Benefit Plan may be suspended or terminated as provided herein for nonpayment of Entity Premiums or other violations of the terms of this Agreement and Declaration of Trust. After expiration of the Initial or any Renewal membership term, a Participating Entity may terminate its participation as provided in Article XV herein or may request that the Board of Trustees approve an additional Renewal Term. Unless otherwise designated by a 2/3 vote of the Board of Trustees, all Renewal Terms shall be three years in duration, during which membership in the Trust may not be voluntarily terminated except as expressly provided herein.

ARTICLE XV. VOLUNTARY TERMINATION OF MEMBERSHIP

15.01 Procedure. Membership in the Trust may be terminated by a Participating Entity as of the end of their Initial Term of participation or a subsequent Renewal Term, subject to the following conditions:

(a) Written notice of termination must be received no later than ninety (90) days prior to the last day of the Participating Entity's Term.

(b) Termination will be effective as of the last day of the Participating Entity's Term.

(c) Once termination is effective, a former Participating Entity may not be eligible for readmission to the Trust for a minimum of three (3) fiscal years. Application for readmission shall be made according to the procedures set forth in Article XIII.

(d) Termination will not relieve a former Participating Entity of any obligations, financial or otherwise, imposed upon Participating Entities pursuant to this Agreement and Declaration of Trust for the period during which the former Participating Entity was a member of the Trust.

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain laible for deficits owed by them to the Trust in accordance with Article 18.02 of this Agreement.

15.02 Termination Due to Amendment of the Trust Agreement. Notwithstanding the provisions of Article 15.01 a Participating Entity may elect to terminate its membership prior to the end of their Initial Term of Participation or their subsequent Renewal Term under the following conditions:

(a) The Governing Board of the Participating Entity wishing to terminate its membership pursuant to this Article must have failed to approve a proposed amendment to the Trust Agreement which was approved by the requisite number of Governing Boards pursuant to Article 9.02 of the Trust Agreement.

(b) The approved amendment to the Trust Agreement is to become effective prior to the end of the current renewal period.

(c) The proposed date of termination of membership is to be on or before the effective date of the approved amendment to the Trust Agreement or upon such later date as may be approved by the Board of Trustees during which period the terminating entity shall not be subject to the provisions of the approved amendment to the Trust Agreement.

(d) Any termination pursuant to this Article 15.02 shall also be subject to the provisions of Article 15.01(c).

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02.

ARTICLE XVI. SUSPENSION AND EXPULSION

16.01 Suspension. In the event that any Participating Entity shall fail to make its contributions as specified herein, or shall fail to comply with any other terms or conditions of this Trust Agreement or other requirements established by the Trustees, the Board of Trustees may suspend benefits provided to the Employees of that Participating Entity. Prior to any suspension, the Board shall provide written notice of default to the Entity. The notice of default shall advise the Entity that:

(a) Unless the default is cured within ten (10) working days of receipt of the notice, coverage may be suspended for a period of up to ninety (90) days without further notice or administrative process.

(b) During the ninety (90) day suspension period, the Board of Trustees shall determine if the Entity should be terminated as a Participating Entity effective at any time before, or on completion of, the ninety (90) day suspension period.

(c) Prior to removal of any suspension, the Trustees may impose specific conditions for reinstatement of coverage and continued membership in the Trust.

(d) The entity will be liable for unpaid premiums and/or benefit payments, administrative costs and other costs incurred by the Trust between the date that premium payments became in arrears and the date of suspension/termination of benefits plus interest accrued as provided in Section 5.02.

16.02 Expulsion. Participating Entities that are expelled from membership in accordance with this Article shall forfeit surplus amounts due them and shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the end of the Plan year in which they are expelled. Participating Entities that are expelled from membership in accordance with this Article shall also remain liable for any deficits owed by them to the Trust. Amounts due under this Article shall be recovered by the Trust in accordance with Article 18.03 of this Agreement.

ARTICLE XVII. TERMINATION OF TRUST

17.01 Termination by The Trustees. The Trust created by this Agreement and Declaration of Trust may be terminated at any time by formal resolution approved by majority vote of the Board of Trustees.

17.02 Notice of Termination. Upon termination of the Trust as provided herein, the Trustees shall forthwith notify all Beneficiaries and all other necessary parties.

17.03 Duration After Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for as long a period as may be required to finish its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to conclude the business of the Trust.

17.04 Disposition of Trust Assets and Final Accounting. Upon termination of this Trust, any and all monies remaining in the Fund shall be disbursed in accordance with Article 18.01. At such time as the business of the Trust is completed, the Trustees shall render a final accounting of the affairs of the Trust to the Participating Entities and their Employees. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and they shall be discharged.

ARTICLE XVIII. DISTRIBUTIONS OF SURPLUSES AND DEFICITS UPON TERMINATION OF THE TRUST, VOLUNTARY TERMINATION OF MEMBERSHIP OR EXPULSION

18.01 Termination of the Trust. Upon termination of the Trust, the Trustees shall by majority vote provide for the development of a plan (the Termination Plan) to conclude the Trust's business over the course of a period not to exceed thirty six (36) calendar months from the effective date of the Trust's termination. The termination plan shall provide for at least the following:

(a) Payment of all administrative and other costs reasonably required to complete the Trust's operations;

(b) Payment of all outstanding claims liabilities of the Trust including, without limitation, all known claims and incurred but not reported liabilities;

(c) Payment to the Trust of any deficits owed to it by any current or former Participating Entities; and

(d) Payment of any outstanding amounts due to former Participating Entities that have previously voluntarily terminated their memberships in the Trust in accordance with Articles 15.01 or 15.02.

18.02 Voluntary Termination of Membership. For entities voluntarily terminating membership as provided under Article 15.01 or 15.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses payable to the former Participating Entities shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed fifty percent (50%) of the total estimated amount due being paid no later than six (6) months after the effective date of such termination, and any remaining surplus balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(b) Deficits payable to the Trust from former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed fifty percent (50%) of the total estimated amount due being paid no later than six (6) months after the effective date of such termination and any remaining deficit balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

18.03 Expulsion. In the event that a Participating Entity is expelled and membership involuntarily terminated in accordance with Article 16.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses credited to the Participating Entity expelled under Article 16.02 of this Trust Agreement shall be forfeited upon the effective date of the expulsion.

(b) Former Participating Entities shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of the Plan Year in which they are expelled. Amounts due to the Trust under this Article may be collected through monthly billing of the former Participating Entity using the applicable rates for the involved benefits through the otherwise scheduled end of the former Participating Entity's membership term.

(c) Deficits payable to the Trust from an expelled former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75%) of the total estimated amount due being paid no later than six (6) months after the effective date of such termination and any remaining deficit balances due being paid not later than thirty six (36) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

ARTICLE XIX. MISCELLANEOUS

19.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of the Trust and Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19.02 Fiduciary Liability. The Fiduciary Liability and funding of all eligible benefits as determined by the Plan Document shall be the sole responsibility of the Trustees.

19.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

19.04 Situs of Fund. ***The City of Bisbee, County of Cochise,*** State of Arizona, shall be deemed the situs of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed made, executed and delivered in such State.

19.05 Interpretation of Trust Agreement. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall also be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form they shall be construed as though they were also in the singular form in all situations where they would so apply.

19.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

19.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such determination will not adversely affect the remaining provisions contained herein unless such determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate to proper functioning of the Trust.

19.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by employees or other beneficiaries will not be deemed compensation in determination of federal, sate or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the County or Employees or other beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or the Participating Entities in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

19.09 Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

19.10 Effective Date. This Agreement shall be effective as of the date set forth herein.

ARTICLE XX. STOP LOSS PROVISIONS

20.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded Medical benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, be provided by an authorized carrier licensed to execute such contracts in the State of Arizona.

ARTICLE XXI. LOSS CONTROL PROGRAM

21.01 Loss Control Program. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may include one or combinations of:

(a) Specific and/or aggregate reinsurance
(b) Conventional insurance, partial or full self-insurance
(c) Access to preferred Provider organizations (PPO's) for benefit offerings
(d) Medical pre-certification, concurrent and/or post discharge review
(e) Large case management
(f) Health and wellness promotion
(g) Employee assistance programs
(h) Such other loss control programs as the Trustees may determine to be appropriate.

APPROVALS

Cochise County

Cochise County hereby approves and accepts the foregoing Amended and Restated Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., February 01, 2010 through and including 12:00:00 P.M. June 30, 2011.

By: Ann English
Ann English, Chairperson
Cochise County Board of Supervisors

Date: 1-27-2010

ATTEST:
Katie A. Howard
Katie Howard, Clerk of the Board
Cochise County Board of Supervisors

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise County and it is in proper form and is within the powers and authority granted to Cochise County under the laws of the State of Arizona.

By: ______________________
Terry Bannon, Deputy County Attorney

Date: 1-28-10

IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

Name	**Signature**	**Date**
Mike Ortega		2/1/10
Julie Morales	J Morales	02/01/10

APPROVALS

Cochise College

Cochise College hereby approves and accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., February 01, 2010 through and including 12:00:00 P.M. June 30, 2011.

By: ______________________
Ms. Jan Guy, Chairperson
Cochise College Governing Board

Date: February 16, 2010

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise College and it is in proper form and is within the powers and authority granted to Cochise College under the laws of the State of Arizona.

By: ______________________
Britt W. Hanson, Deputy County Attorney

Date: 1/20/10

IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

Name	**Signature**	**Date**
J.D. Rottweiler	______________	2/16/2010
Robert Howell	______________	2/16/2010

APPROVALS

Cochise County

Cochise County hereby approves and accepts the foregoing Amended and Restated Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., February 01, 2010 through and including 12:00:00 P.M. June 30, 2011.

By: Ann English
Ann English, Chairperson
Cochise County Board of Supervisors

Date: 1-27-2010

ATTEST: Katie A. Howard
Katie Howard, Clerk of the Board
Cochise County Board of Supervisors

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise County and it is in proper form and is within the powers and authority granted to Cochise County under the laws of the State of Arizona.

By: [signature]
Terry Bannon, Deputy County Attorney

Date: 1-28-10

IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

Name	**Signature**	**Date**
Mike Ortega	[signature]	2/1/10
Julie Morales	J Morales	02/01/10

APPROVALS

Cochise County

Cochise County hereby approves and accepts the foregoing Agreement and Declaration of Trust and agrees to be bound by the provisions thereof effective at 12:00:01 A.M., July 01, 2011.

By: ____________________________
Ann English, Chairperson
Cochise County Board of Supervisors

Date: ________________

ATTEST:

____
Katie Howard, Clerk of the Board
Cochise County Board of Supervisors

Pursuant to A. R. S. Section 11-952(D), the foregoing agreement has been reviewed by the Attorney for Cochise County and it is in proper form and is within the powers and authority granted to Cochise County under the laws of the State of Arizona.

By: ____________________________
Terry Bannon, Deputy County Attorney

Date: ________________

IN WITNESS HEREOF, the undersigned Trustees hereby accept appointment and approves the Agreement and Declaration of Trust.

Name	**Signature**	**Date**
Mike Ortega	________________________	____________
Julie Morales	________________________	____________