

Board of Supervisors

Patrick G. Call
Chairman
District 1

Michael J. Ortega
County Administrator

Ann English
Vice-Chairman
District 2

James E. Vlahovich
Deputy County Administrator

Richard R. Searle
Supervisor
District 3

Katie A. Howard
Clerk



AGENDA FOR REGULAR BOARD MEETING

Tuesday, July 12, 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

Adult Probation

1. Approve Proclamation declaring July 17 through 23, 2011 as Probation, Parole, and Community Supervision Week.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 21, 2011.
3. Approve an application for permanent Extension of Premises liquor license submitted by Ms. Cynthia A. Bohlmann for TJ's Bar & Grill located at 135 Frontage Road in Pearce.

Community Development

4. Approve Intergovernmental Agreement 11-010 between the State of Arizona and Cochise County for the St. David Pedestrian Pathway Transportation Enhancement Project; the County match is 5.7% and Supervisor Searle has committed \$10,000 from the District 3 portion of HURF funds set aside for discretionary road projects.

County Attorney

5. Approve renewal of Contract through June 30, 2012 for professional services with Catholic Community Services of Southern Arizona, Inc. for providing investigative and reporting services to the Court in adoption cases, as required by A.R.S. § 8-112.

Court Administration

6. Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2011 through June 30, 2012.

Finance

7. Approve demands and budget amendments for operating transfers.

Procurement

8. Approve the award of Invitation for Bids (IFB) No. 11-50-HFM-04 to Western Truck Equipment Company for the purchase and installation of two (2) Hook Lift Systems for roll-off trucks for the Heavy Fleet Management Department in the amount of \$95,705.27 including tax.

Sheriff

9. Approve an Intergovernmental Agreement between the City of Tucson and the Cochise County Sheriff's Office for a High Intensity Drug Trafficking Area (HIDTA) grant, No. HT-21-11-0513, for a term of January 1, 2011 to December 31, 2012, providing \$375,403.00 in salary, fringe benefit, and overtime funding for the Sheriff's Office personnel assigned to the Border Alliance Group (BAG).

Treasurer

10. Approve establishing a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the county.

Workforce Development

11. Approve Amendment #3 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

PUBLIC HEARINGS

Community Development

12. Adopt Resolution 11-28, authorizing amendments to the Cochise County Maintained Road System and associated maps, and the exchange of rights-of-way for Airstrip Road in the Bowie area.

ACTION

Board of Supervisors

13. Adopt the Tentative County Budget for Fiscal Year 2011-2012 in the amount of \$192,006,819 (this amount is composed of \$80,872,542 in General Fund and \$111,134,277 in Special Revenue funds) and approve Decision Packages as set forth in attached exhibits.

Community Development

14. Approve an Intergovernmental Agreement with the City of Bisbee for the County to provide Building Inspection and Plan Review services when requested by the City, at a rate of \$60 per hour plus 10% administrative fee, effective for one year upon signatures of all parties, with automatic annual renewals unless terminated per the provisions of the agreement.

Facilities

15. Approve the award of Request for Proposals (RFP) No. 11-40-FAC-04 for Fixed Based Operator (FBO) Services at the Cochise County Airport in Willcox to Walden Aviation for the period of August 1, 2011 through July 31, 2021.

Procurement

16. Approve the renewal of Contract 10-66-HFP-04 for Emulsified Asphalt products for the Highway and Floodplain Division to Western Emulsions, Inc in the estimated amount of \$1,500,000 for the period of August 1, 2011 through July 31, 2012.
17. Approve Employee Merit Award Distribution in the Procurement Department in the amount of \$4,250.00.
18. Approve the award of Invitation for Bids (IFB) No. 11-51-HFP-04 for Guardrail Repair and Replacement to Brown and White, Inc. in the estimated amount of \$250,000 for the period of August 1, 2011 through July 31, 2012 for the Highway and Floodplain Division.

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.

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email : board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting

Date: 07/12/2011

PROCLAMATION, Probation, Parole and Community Supervision Week

Submitted By: Livingston Sutro, Adult Probation

Department: Adult Probation

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 5 or More

NAME of PRESENTER: Livingston Sutro

TITLE of PRESENTER: Chief Probation Officer

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Agenda Item Text:

Approve Proclamation declaring July 17 through 23, 2011 as Probation, Parole, and Community Supervision Week.

Background:

American Probation and Parole Association annually designates a week to promote and educate the general public on the advantages of probation, parole, and community supervision programs within their state and local communities. This marks the first year that Cochise County has the opportunity to join this event.

Department's Next Steps (if approved):

Once proclamation is signed, copies will be sent to all employees, and other agencies as appropriate.

Impact of NOT Approving/Alternatives:

Missed opportunity for employee recognition, community support and education of local agencies as stakeholders.

To BOS Staff: Document Disposition/Follow-Up:

Please call 432-8817 and Livingston Sutro will pick up the 5 signed originals and distribute as appropriate.

Attachments

APPA Proclamation

PROCLAMATION
Probation, Parole and Community Supervision Week

WHEREAS, the week of July 17-23 is nationally recognized as Probation, Parole and Community Supervision Week; and

WHEREAS, fifty-eight probation, parole and community supervision officers, working for federal, state and county agencies, serve Cochise County providing critical pre-trial, pre-sentence and post-adjudication assessment and monitoring of youthful and adult offenders; and

WHEREAS, these professionals assist and guide released offenders to a more stable, productive life in the communities in which they reside; and

WHEREAS, the criminal and juvenile justice systems in Cochise County could not operate without the hard work and commitment of these professionals who wear a variety of hats during the course of their workday, making a difference in the lives of the offenders they supervise; and

WHEREAS, Cochise County is pleased to pay tribute to this group of men and women who serve steadfastly in a sometimes dangerous and overlooked field.

THEREFORE, the Board declares the week of July 17-23, 2011, as PROBATION, PAROLE AND COMMUNITY SUPERVISION WEEK in the County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Approved and adopted this 12th day of JULY, 2011, by the Cochise County Board of Supervisors.

Patrick G. Call, Chairman

Ann English, Vice-Chairman

Richard Searle, Supervisor

Regular Board of Supervisors Meeting

Date: 07/12/2011

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

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

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 21, 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.

Attachments

6.21.11_Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, JUNE 21, 2011**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 21, 2011 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Patrick Call, Chair; Ann English, Vice-Chairman; Richard Searle, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

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

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Chairman Call explained that there was a correction to item 11. The total is \$11,150: \$10,700 in parcel/units sales and \$450.00 in administrative fees.

ROLL CALL – All three supervisors present

PRESENTATION

1. Brief presentation by Ms. Kathleen Gomez--Arizona Rural Chambers of Commerce Introduction to the Board of Supervisors

Ms. Gomez read a letter of introduction: In early 2010, seven Chambers of Commerce formed a Southeastern Arizona Rural Alliance to coordinate issues particular to the southeast corner of Arizona, which she listed. She said she would like to meet with the Board to discuss how to better coordinate a mutual effort. She introduced the members who were present and said they will have a collaborative booth at the Cochise County Fair this year. She is hoping this effort is a positive force for tourism, or for people who want to relocate to the county and for economic development efforts.

Vice-Chairman English stated that it might be good to explore development of a travel CD.

Ms. Gomez stated that they are working with the tourism council and their efforts would be also directed at educating folks in Phoenix about the challenges faced by rural, border counties.

Chairman Call said he looked forward to working with them.

CONSENT

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 7, 2011.

Community Development

3. Approve the award of Invitation for Bids (IFB) No. 11-44-HFP-04 for Concrete and related items to various vendors in the estimated amount of \$100,000 for the period of July 1, 2011 through June 30, 2012 for the Highway and Floodplain Division.

4. Approve the award of Invitation for Bids (IFB) No. 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the estimated amount of \$75,000 for the period of July 1, 2011 through June 30, 2012 for the Highway and Floodplain Division.

Emergency Services

5. Accept Homeland Security grants in the amount of \$7,149.16 for planning activities for border issues and enhanced protection capabilities.

Facilities

6. Adopt Resolution 11-26 to recertify and designate the areas of Bowie, San Simon, Winchester Heights, Lower Huachuca City, and Fry Townsite as Colonias.

Finance

7. Approve demands and budget amendments for operating transfers.

Warrant No. 46505-46596, 46598-46926 and 46961-47149 were issued in the amount of \$ \$3,287,127.16.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
124	Aerotech News & Review, Inc	\$82.50
100	Anibal Artilles	36.80
245	Debra Ash	44.00
171	SIRSI Corporation	.80
111	High Knoll Rancho RIMD	68.20
100	Fry's Food Stores of Arizona	16.81

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

Health

8. Approve Purchase Order #E1H38381, for IGA# HG854282, Immunization Program, between the Arizona Department of Health Services and the Cochise County Health Department, in the initial amount of \$17,335 for the period of 1/1/11 – 12/31/11.

Superintendent of Schools

9. Approve an Intergovernmental Agreement between Tombstone Unified School District (TUSD) and the Cochise County Board of Supervisors (BOS) which will provide for a Technology Integration Specialist (TIS) who will be housed and report to the County School Superintendent.

Vice-Chairman English made a motion to approve items 2 through 9 of the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Facilities

10. Adopt Resolution 11-27 authorizing the submission of applications for FY 2011 State Community Development Block Grant Funds.

Ms. Patty Lewis, Grants Administrator presented this item. Ms Lewis said right after the May 26th Work Session the monetary award was distributed. \$267,443 is available to Cochise Country through the SouthEastern Arizona Governments Organization (SEAGO) rotational fund. She stated the amounts of the grants to be awarded: Emergency Home Repair Program, \$140,000; Fry Fire Station Improvements \$51,000; Bowie Fire District Extrication Equipment \$62,952; and County Administration \$13,491. The applications are due to SEAGO by July 1, 2011.

Chairman Call opened the public hearing.

No one wished to address the Board and Chairman Call closed the public hearing.

Supervisor Searle said he was frustrated by the guidelines that came down from the State that eliminated several worthwhile projects in the County.

Supervisor Richard Searle made a motion to adopt Resolution 11-27 authorizing the submission of applications for FY 2011 State Community Development Block Grant Funds. Vice-Chairman English seconded the motion.

Chairman Call called for the vote; approved 3-0.

ACTION

Board of Supervisors

11. Approve the over-the-counter sales of tax deed properties remaining unsold following the June 6, 2011 Land Auction in the amount of \$10,700 as set forth in the attached Parcels Sold Report, plus administrative fees of \$600.

Vice-Chairman English made a motion to approve the over-the-counter sales of tax deed properties remaining unsold following the June 6, 2011 Land Auction in the amount of \$10,700 as set forth in the attached Parcels Sold Report, plus administrative fees of \$600. Supervisor Searle seconded the motion.

Ms. Howard reported and explained the correction to the administrative fees from \$600 to \$450. She said these OTC sales, if approved, when added to the Auction proceeds of \$80,900 equal a year-to-date total of \$92,050 in sales and it puts over 1,700 parcels back on the tax rolls.

Vice-Chairman English amended the motion to reflect administrative fees of \$450. Supervisor Searle seconded the amended motion.

Mr. John Kumiega, bidder number three, offered \$1,101 as a counter bid for Unit ID 303.

Vice-Chairman English amended the motion to reflect unit #303 sold at \$1,101 to bidder number three and the total parcel sales amount was changed to \$10,701. Supervisor Searle seconded the amended motion.

Ms. Howard stated that if bidder number three has not purchased another property under the OTC sale, we will charge the customary \$75 administrative fee.

Chairman Call called for the vote; approved 3-0.

12. Approve the winning bids from the Cochise County Tax Deed Land Auction of June 6, 2011, subject to the Terms and Conditions of the bids, as posted on the County's website.

Ms. Howard reported that the parcels sold generated \$80,900.

Supervisor Searle made a motion to approve the winning bids from the Cochise County Tax Deed Land Auction of June 6, 2011, subject to the Terms and Conditions of the bids, as posted on the County's website. Vice-Chairman English seconded the motion.

Chairman Call called for the vote; approved 3-0.

Community Development

13. Approve the award of Invitation for Bids (IFB) No. 11-48-HFP-04 for Hot and Cold Mix Road Materials to Granite Construction in the estimated amount of \$325,000 for the period of July 1, 2011 through June 30, 2012 for the Highway and Floodplain Division.

Vice-Chairman English made a motion to approve the award of Invitation for Bids (IFB) No. 11-48-HFP-04 for Hot and Cold Mix Road Materials to Granite Construction in the estimated amount of \$325,000 for the period of July 1, 2011 through June 30, 2012 for the Highway and Floodplain Division. Supervisor Searle seconded the motion.

Mr. Dave Seward, Procurement Director presented this item. Mr. Seward said the winning bidder was from Granite Construction and the price is \$55 per ton for hot mix and \$83 for cold mix and these prices are consistent with prices currently paid.

Chairman Call called for the vote; approved 3-0.

Facilities

14. Approve Amendment #13 to Cochise County Contract for Professional Services #1306 for additional construction administration services for the Medium Intensity Runway Lighting and Signage Upgrade Project at the Cochise County Airport, increasing the Contract Amount by \$6,956.

Supervisor Searle made a motion to approve Amendment #13 to Cochise County Contract for Professional Services #1306 for additional construction administration services for the Medium Intensity Runway Lighting and Signage Upgrade Project at the Cochise County Airport, increasing the Contract Amount by \$6,956. Vice-Chairman English seconded the motion.

Ms. Patty Lewis, Grants Administrator presented this item. Ms. Lewis said Amendment #13 will compensate Stantec Consulting for additional services provided to complete the project for the engineer's job site inspections and the consultant's additional design concepts.

Supervisor Searle confirmed that the project is complete and operational.

Chairman Call called for the vote; approved 3-0.

Human Resources

15. Approve one paid day off incentive for Cochise County employees who participate in all applicable CCT sponsored wellness events in a fiscal year and direct staff to incorporate in policy.

Vice-Chairman English made a motion to approve one paid day off incentive for Cochise County employees who participate in all applicable CCT sponsored wellness events in a fiscal year and direct staff to incorporate in policy. Supervisor Searle seconded the motion.

Mr. Ortega presented this item and said the issue is simple; as the County went through the screenings last year, we discovered many illnesses that were unknown to the person; those identified were caught early and treated. If these conditions were left to progress, it becomes more expensive to treat and can be debilitating. This is a way to provide incentive to employees to participate in all screenings applicable to their demographic. He said the County will need two to three year's timeframe to provide data regarding savings to the Trust. There is not a tracking system because of HIPPA, but we do know that there are significant costs to the system from cancers and other disorders that go undetected as illustrated in the chart provided.

Chairman Call called for the vote; approved 3-0.

Indigent Defense

16. Approve professional services contracts with Ruben Teran, Esq. and Laura Udall, Esq. for the representation of defendants charged with capital murder.

Supervisor Searle made a motion to approve professional services contracts with Ruben Teran, Esq. and Laura Udall, Esq. for the representation of defendants charged with capital murder. Vice-Chairman English seconded the motion.

Mr. Ortega presented this item and said there are two capital cases facing the County today and he expects the County will spend about \$1.0 million each by the time they are settled. Ms. Udall has agreed to partner with Pima County and will be lead chair; Pima County will be second chair with the hopes that this will help to reduce the County's costs.

Chairman Call called for the vote; approved 3-0.

17. Approve the transfer of funds in the amount of \$150,000 from General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget lines.

Vice-Chairman English made a motion to approve the transfer of funds in the amount of \$150,000 from General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget lines. Supervisor Searle seconded the motion.

Mr. Ortega presented this item and said this is a separate capital case. The County had a bill before the state in excess of \$200,000 for a 50% reimbursement, but those funds were swept. He stated we need to transfer funds from contingency to cover the bills for this year.

Chairman Call called for the vote; approved 3-0.

Procurement

18. Approval the renewal of Contract No. 10-53-SHF-03 for Jail & Juvenile Detention Food Service with Aramark Correctional Services, LLC for the period of July 1, 2011 through June 30, 2012 in the estimated amount of \$451,000.

Supervisor Searle made a motion to approve the renewal of Contract No. 10-53-SHF-03 for Jail & Juvenile Detention Food Service with Aramark Correctional Services, LLC for the period of July 1, 2011 through June 30, 2012 in the estimated amount of \$451,000. Vice-Chairman English seconded the motion.

Mr. Dave Seward, Procurement Directory reported that the contract calls for a mutual agreement for a five year period with annual review. This year's contract includes a modest increase for only the category of fewer than 20,000 meals per month; all other provisions of this contract remain the same and this is a reasonable request because of the rising costs of food.

Chairman Call called for the vote; approved 3-0.

CALL TO THE PUBLIC

Chairman Call opened the Call to the Public. Mr. Jack Cook addressed the Board on matters of personal concern. No one else wished to address the Board and Chairman Call closed the Call to the Public.

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

Mr. Ortega said he will be attending the County Managers Meeting on Friday to discuss the County Supervisors Association (CSA) summit and opportunities for legislative options.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1

Chairman Call said he will be talking with Mr. Ortega regarding the possibility of asking commercial vendors to voluntarily suspend the sale of promotional fireworks.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2

Vice-Chairman English deferred her report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3

Supervisor Searle attended several Horseshoe 2 Fire meetings and said he appreciated Chairman Call's and Mr. Evan's involvement in the Monument Fire.

Chairman Call adjourned the meeting at 10:44 a.m.

APPROVED:

Patrick Call, Chairman

ATTEST:

Katie Howard, Clerk of the Board

((SUPPORTING DOCUMENTATION IS AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE) at (520) 432-9200, FAX (520) 432-5016, TDD (520) 432-8360, 1415 Melody Lane, Building G, Bisbee, Arizona 85603.

Cochise County Demands 6.21.11

46253	06/02/2011	1ST Dental	\$80.10
46254	06/02/2011	AccentCare	\$30,190.20
46255	06/02/2011	Agave Surgical Associates, PC	\$305.45
46256	06/02/2011	Apria Healthcare, Inc.	\$3,165.04
46257	06/02/2011	AZ Ambulance of Douglas, Inc.	\$570.10
46258	06/02/2011	AZ Comm Surgeons PC	\$10.26
46259	06/02/2011	AZ Family Care Associates (AFCA)	\$204.88
46260	06/02/2011	AZ Inpatient Medicine Associates	\$65.36
46261	06/02/2011	AZ Medical Transit	\$46.64
46262	06/02/2011	AZ Oral & Maxillofacial Surg, PLLC	\$103.00
46263	06/02/2011	AZ Urology Center PLLC	\$143.34
46264	06/02/2011	AZ World Express	\$2,810.54
46265	06/02/2011	Avalon Care Center	\$3,869.95
46266	06/02/2011	Benson Hospital Corporation	\$90.33
46267	06/02/2011	Bisbee, City of (Ambulance)	\$111.79
46268	06/02/2011	Calonje, Diego H. MD PC	\$8.58
46269	06/02/2011	Carondelet Health Care Corp	\$601.59
46270	06/02/2011	Carondelet Specialist Group, Inc.	\$548.75
46271	06/02/2011	Catalina Chest Clinic PC	\$84.61
46272	06/02/2011	Chiricahua Comm Health Ctrs, Inc.	\$104.44
46273	06/02/2011	Cochise Group Anesthesia Services	\$414.01
46274	06/02/2011	Cochise Lung Center, PLLC	\$54.77
46275	06/02/2011	Cochise Oncology, LLC	\$73.51
46276	06/02/2011	Comm Healthcare of Douglas, Inc.	\$1,180.13
46277	06/02/2011	Comm Provider Enrichment Services (CPES)	\$3,369.58
46278	06/02/2011	Copper Queen Comm Hospital	\$25.51
46279	06/02/2011	DeJonghe, Erik MD	\$3.58
46280	06/02/2011	Dialysis Center Inc. dba Desert Dialysis Center	\$2,559.67
46281	06/02/2011	Douglas Assoc for Retarded Children, Inc.	\$2,707.20
46282	06/02/2011	Douglas Family Care PLLC	\$409.77
46283	06/02/2011	Douglas, City of (Ambulance)	\$155.34
46284	06/02/2011	Elham Medical International	\$4.13
46285	06/02/2011	Emergency Room Associates	\$19.40
46286	06/02/2011	Ev Lutheran Good Samaritan Soc	\$6,792.00
46287	06/02/2011	Family Health Center of S.V.	\$57.77
46288	06/02/2011	Family Medical Center, P LLC	\$315.66
46289	06/02/2011	Gila Valley Clinic, PC	\$158.66
46290	06/02/2011	Gorman, ike B. DPM	\$14.92
46291	06/02/2011	Healthcare Innovations, Inc.	\$786.77
46292	06/02/2011	Heart Felt Help	\$36,839.84
46293	06/02/2011	Hodges Glass Co Inc	\$3,900.00
46294	06/02/2011	Hospitalists of AZ	\$164.50
46295	06/02/2011	Inpatient Medical Consultants PLLC	\$116.78
46296	06/02/2011	Kino Physicians Group	\$3,642.32
46297	06/02/2011	Kords Ambulance Service	\$63.43
46298	06/02/2011	Laboratory Corporation of America	\$33.83
46299	06/02/2011	Life Care Center of Sierra Vista	\$1,698.00
46300	06/02/2011	Maddur, Jaya MD	\$159.63
46301	06/02/2011	Millennium Medical Supply, Inc	\$771.83
46302	06/02/2011	Mt Graham Comm Hospital	\$1,053.82
46303	06/02/2011	No Cochise Comm Hospital, Inc.	\$1,853.95
46304	06/02/2011	Old Pueblo Anesthesia	\$66.27
46305	06/02/2011	Pathology Specialists of Az	\$17.26
46306	06/02/2011	Paul, Simon MD	\$26.56
46307	06/02/2011	Pima Heart Physicians PC	\$419.31
46308	06/02/2011	Pinnacle Healthcare, LLC	\$218.36
46309	06/02/2011	Radiologists of Sierra Vista	\$167.80
46310	06/02/2011	Radiology Ltd	\$232.50
46311	06/02/2011	Reed, James P. DO	\$69.88
46312	06/02/2011	Reliable Medical	\$59.40
46313	06/02/2011	Retina Center, Novalis G. MD	\$20.15
46314	06/02/2011	RF Eye PC dba Cochise Eye & Laser	\$19.67
46315	06/02/2011	Sabino Canyon Rehab & Care Center	\$1,132.00
46316	06/02/2011	Saddle Gap Emergency Physician	\$19.40
46317	06/02/2011	Schryver Medical AZ	\$147.75
46318	06/02/2011	Sierra Vista Diagnostics	\$15.51
46319	06/02/2011	Sierra Vista Regional Health Center	\$3,058.01
46320	06/02/2011	Sierra Vista Regional Health Center	\$54.46
46321	06/02/2011	SE AZ Comm Unique Svcs-SEACUS	\$239.04
46322	06/02/2011	Southern AZ Anesthesia Service, PC	\$128.37
46323	06/02/2011	Southern AZ Infectious Disease Specialists, PLC	\$28.33
46324	06/02/2011	Southwest Kidney Institute PLC	\$6.40

46325	06/02/2011	Southwestern Eye Center, Ltd	\$207.86
46326	06/02/2011	St Josephs Hosp Med Ctr	\$1,106.86
46327	06/02/2011	Standage, Gregg P. MD	\$67.82
46328	06/02/2011	Stronghold Emergency Physician	\$149.00
46329	06/02/2011	Tucson Ear Nose & Throat, P.C.	\$17.15
46330	06/02/2011	Tucson Heart Group	\$272.62
46331	06/02/2011	Tucson Inpatient Medicine PLLC	\$9.92
46332	06/02/2011	United Pathology Inc.	\$965.70
46333	06/02/2011	University Medical Center	\$5,043.06
46334	06/02/2011	University Physicians, Inc.	\$146.96
46335	06/02/2011	Urological Associates / Southern AZ	\$28.39
46336	06/02/2011	Walker Family Medicine	\$189.04
46337	06/02/2011	Wick, Jeffery S. MD	\$84.86
46338	06/01/2011	Accurint	\$157.75
46339	06/01/2011	Ambrose, Adam	\$100.00
46340	06/01/2011	AmeriGas - Sierra Vista	\$391.35
46341	06/01/2011	AZ Public Service (APS)	\$1,616.80
46342	06/01/2011	AZ Public Service (APS)	\$1,913.49
46343	06/01/2011	AZ Water Company	\$65.64
46344	06/01/2011	AZ Water Company	\$159.39
46345	06/01/2011	Bowie Water Improvement District	\$64.93
46346	06/01/2011	Clear Springs Utility, Inc.	\$589.43
46347	06/01/2011	Dragon Water Company	\$2.04
46348	06/01/2011	QWEST	\$66.13
46349	06/01/2011	QWEST	\$96.44
46350	06/01/2011	QWEST	\$304.11
46351	06/01/2011	QWEST	\$41.06
46352	06/01/2011	QWEST	\$33.18
46353	06/01/2011	QWEST	\$33.07
46354	06/01/2011	QWEST	\$202.07
46355	06/01/2011	Southwest Gas Corporation	\$227.75
46356	06/01/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$3,198.76
46357	06/01/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$480.88
46358	06/01/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$129.88
46359	06/01/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$42.48
46360	06/01/2011	Verizon Wireless	\$119.99
46361	06/03/2011	AOC Corrections Officer Retire	\$16,640.52
46362	06/03/2011	AZ Department of Revenue	\$75.00
46363	06/03/2011	AZ Department of Revenue	\$50.00
46364	06/03/2011	Bursey & Associates, P.C.	\$339.61
46365	06/03/2011	Bursey & Associates, P.C.	\$265.04
46366	06/03/2011	Citibank (South Dakota), N.A.	\$22.06
46367	06/03/2011	CK Ventures, LLC	\$470.25
46368	06/03/2011	Colonial Supplemental Insurance	\$51.63
46369	06/03/2011	Correction Officers	\$11,730.43
46370	06/03/2011	Creta, Vincent M.	\$148.04
46371	06/03/2011	Davenport, Joubert W.	\$257.52
46372	06/03/2011	DCS	\$352.24
46373	06/03/2011	DeConcini McDonald Yetwin	\$298.26
46374	06/03/2011	Family Support Payment Center	\$299.25
46375	06/03/2011	General Revenue Corporation	\$234.83
46376	06/03/2011	GMAC, c/o Jennifer A. Christie	\$11.51
46377	06/03/2011	Guglielmo, Paul D.	\$174.08
46378	06/03/2011	Gurstel, Staloch & Chargo, PA	\$225.78
46379	06/03/2011	JP Morgan Chase	\$41,770.07
46380	06/03/2011	JP Morgan Chase	\$325,011.12
46381	06/03/2011	JP Morgan Chase	\$998,912.87
46382	06/03/2011	Kaplan, Jerold Law Office, PC	\$169.99
46383	06/03/2011	NACO West	\$28,808.62
46384	06/03/2011	Nadine Lockhart - c/o Flager Law	\$300.30
46385	06/03/2011	National Bank	\$5,478.09
46386	06/03/2011	Public Safety Retirement Syst	\$64,306.40
46387	06/03/2011	Public Safety Retirement Syst	\$14,826.49
46388	06/03/2011	Seidberg Law Offices, P.C.	\$250.24
46389	06/03/2011	Support Payment Clearinghouse	\$6,126.37
46390	06/03/2011	TIAA-CREF as agent for JPMorgan Chase	\$470.00
46391	06/03/2011	U.S. Department of Education	\$160.46
46392	06/03/2011	United States Treasury	\$100.00
46393	06/03/2011	United Way	\$95.00
46394	06/02/2011	AZ State Land Department	\$500.00
46395	06/02/2011	L. Sheldon & Co. Corp.	\$17,392.00
46396	06/02/2011	3D Insurance	\$50.00
46397	06/02/2011	AFLAC	\$11,354.93
46398	06/02/2011	AFLAC	\$11,262.50
46399	06/02/2011	AFLAC	\$11,354.93

46400	06/02/2011	Alex Espinosa's Bisbee Funera Home	\$500.00	46477	06/02/2011	WR Ryan Company	\$1,862.57	
46401	06/02/2011	AZ Ambulance of Douglas, Inc.	\$2,476.73	46478	06/02/2011	Apache Clean Air	\$3,000.00	
46402	06/02/2011	AZ Bag Company, LLC	\$2,535.18	46479	06/02/2011	Call, Pat	\$103.40	
46403	06/02/2011	AZ Dept of Corrections-Douglas	\$72.00	46480	06/02/2011	Cochise County Finance		
46404	06/02/2011	AZ Dept of Corrections-Douglas	\$90.75			Revolving Fund	\$450.00	
46405	06/02/2011	AZ Dept of Corrections-Douglas	\$68.00	46481	06/02/2011	Cochise County Sheriff / Conting	\$711.48	
46406	06/02/2011	AZ Dept of Corrections-Douglas	\$2,244.75	46482	06/02/2011	Cochise County Treasurer / Petty Cash		\$52.85
46407	06/02/2011	AZ Dept of Corrections-Douglas	\$1,548.25	46483	06/02/2011	Dory, Dan	\$75.00	
46408	06/02/2011	AZ Dept of Corrections-Douglas	\$102.00	46484	06/02/2011	Godfrey, Marilyn	\$220.00	
46409	06/02/2011	AZ Range News	\$46.12	46485	06/02/2011	Holden, John	\$10.00	
46410	06/02/2011	AZ Range News	\$105.00	46486	06/02/2011	Porter, Radi Ann	\$90.43	
46411	06/02/2011	Ascent Aviation Group, Inc.	\$24,995.03	46487	06/02/2011	Romero, Daniel	\$700.00	
46412	06/02/2011	Avesis Third Party Administrators, Inc.	\$6,054.47	46488	06/02/2011	US Postal Service	\$10,000.00	
46413	06/02/2011	B & M Excavating	\$350.00	46489	06/02/2011	Espy, April	\$156.04	
46414	06/02/2011	Bahn, James C.	\$232.30	46490	06/02/2011	Giacoletti, Robyn	\$147.16	
46415	06/02/2011	Baker & Taylor, Inc.	\$2,532.48	46491	06/02/2011	Gilligan, Judith	\$35.62	
46416	06/02/2011	Bisbee, City of (Ambulance)	\$1,006.17	46492	06/02/2011	Hauck, Madeline	\$23.00	
46417	06/02/2011	Brown's River Marotti Co.	\$7,302.36	46493	06/02/2011	Honorable David Morales	\$27.40	
46418	06/02/2011	Canyon State Wireless Inc.	\$125.18	46494	06/02/2011	Honorable Joseph Knoblock	\$74.59	
46419	06/02/2011	Cardinal Health Inc.	\$65.06	46495	06/02/2011	Honorable Joseph Knoblock	\$219.19	
46420	06/02/2011	Certified Folder Display Services, Inc.	\$71.84	46496	06/02/2011	Honorable Joseph Knoblock	\$71.52	
46421	06/02/2011	Chiricahua Comm Health Ctrs, Inc.	\$133.60	46497	06/02/2011	Lopez, Gabe	\$23.00	
46422	06/02/2011	Cochise College	\$2,373.00	46498	06/02/2011	Lueck, Elizabeth	\$92.00	
46423	06/02/2011	Cochise Private Industry Council	\$19,794.00	46499	06/02/2011	Oertel, Brian	\$31.20	
46424	06/02/2011	Concord General Contracting, Inc.	\$66,402.03	46500	06/02/2011	Roy, Amy	\$74.88	
46425	06/02/2011	Copper Queen Comm Hospital	\$183.41	46501	06/02/2011	Schwarz, Andrea	\$191.00	
46426	06/02/2011	Craft Bookbinding Company	\$1,525.00	46502	06/02/2011	Thomas, Robert	\$23.00	
46427	06/02/2011	Dell Marketing L.P.,	\$5,396.07	46503	06/02/2011	Young, Valerie	\$34.00	
46428	06/02/2011	Demco Inc.	\$376.68	46504	06/03/2011	JP Morgan Chase	\$209,741.52	
46429	06/02/2011	Ettinger, Dean D MD PC	\$350.00	46505	06/09/2011	Bank One	\$85,765.72	
46430	06/02/2011	Excel Print Communications	\$739.63	46506	06/09/2011	AccentCare	\$37,845.91	
46431	06/02/2011	Federal Express Corporation	\$59.03	46507	06/09/2011	Advanced Respiratory, Inc.	\$57.72	
46432	06/02/2011	Frank Tadeo's Chevron Service	\$13.00	46508	06/09/2011	Advantage Medical & Oxygen Supply	\$295.34	
46433	06/02/2011	Gale Group	\$224.85	46509	06/09/2011	Agave Surgical Associates, PC	\$123.85	
46434	06/02/2011	Globetrotter Travel, Inc	\$977.70	46510	06/09/2011	AZ Ambulance of Douglas, Inc.	\$417.70	
46435	06/02/2011	Gojkovich, Ronald	\$113.05	46511	06/09/2011	AZ Comm Surgeons PC	\$158.58	
46436	06/02/2011	Greene, Patrick K.	\$1,062.50	46512	06/09/2011	AZ Kidney Disease Hypertension Ctr		
46437	06/02/2011	HPI Inc. dba Hitchin'Post Iron	\$289.17			AKDHC, LLC	\$8.42	
46438	06/02/2011	Huachuca City, Town of	\$297.18	46513	06/09/2011	AZ Medical Services, PC	\$146.72	
46439	06/02/2011	IP Mobile Net, Inc.	\$335.00	46514	06/09/2011	AZ Medical Transit	\$1,090.21	
46440	06/02/2011	Jensen's Sierra Vista Mortuary	\$500.00	46515	06/09/2011	AZ World Express	\$2,164.19	
46441	06/02/2011	Keefe Supply Company	\$2,429.60	46516	06/09/2011	Arojoye MD, Oyesiji A.	\$9.92	
46442	06/02/2011	La Quinta Motor Inn	\$224.49	46517	06/09/2011	Benson Hospital Corporation	\$49.84	
46443	06/02/2011	LightSquared LP	\$256.11	46518	06/09/2011	Bisbee, City of (Ambulance)	\$335.14	
46444	06/02/2011	Melinda Haun, R.N. CHPN	\$350.00	46519	06/09/2011	Candace L. Quibell, MSW, LCSW	\$8,519.00	
46445	06/02/2011	Merle's Automotive Supply, Inc.	\$1,572.31	46520	06/09/2011	Caris Diagnostics, Inc.	\$14.58	
46446	06/02/2011	North American Media Group, Inc.	\$2,125.00	46521	06/09/2011	Carondelet Health Care Corp	\$93.80	
46447	06/02/2011	Office Max	\$617.04	46522	06/09/2011	Chauhan MD, Narendra	\$68.12	
46448	06/02/2011	Office of Vital Records	\$995.00	46523	06/09/2011	Chiricahua Comm Health Ctrs, Inc.	\$116.15	
46449	06/02/2011	Phoenix New Times, LLC	\$600.00	46524	06/09/2011	Cochise Heart Center, PLLC	\$24.75	
46450	06/02/2011	Pre-paid Legal Services, Inc.	\$1,587.85	46525	06/09/2011	Comm Healthcare of Douglas, Inc.	\$14.31	
46451	06/02/2011	Pre-paid Legal Services, Inc.	\$1,670.55	46526	06/09/2011	Douglas Assoc for		
46452	06/02/2011	Presidio Distribution	\$165.00			Retarded Children, Inc.	\$220.64	
46453	06/02/2011	Pro Petroleum, Inc.	\$22,810.11	46527	06/09/2011	Eldercare for Life	\$903.84	
46454	06/02/2011	Pueblo Mechanical & Controls Inc.	\$29,481.26	46528	06/09/2011	Family Health Center of S.V.	\$52.30	
46455	06/02/2011	Puff, Diane M. (Dee)	\$974.22	46529	06/09/2011	Gila Valley Clinic, PC	\$353.27	
46456	06/02/2011	QWEST	\$66.13	46530	06/09/2011	Hanger Prosthetics & Orthotics		
46457	06/02/2011	QWEST	\$144.04			West, Inc.	\$80.27	
46458	06/02/2011	QWEST	\$34.29	46531	06/09/2011	Healthcare Innovations, Inc.	\$106.98	
46459	06/02/2011	Recorded Books, LLC	\$240.51	46532	06/09/2011	Hospitalists of AZ	\$397.41	
46460	06/02/2011	Richardson's Mortuary	\$650.00	46533	06/09/2011	Kords Ambulance Service	\$151.05	
46461	06/02/2011	Rubin, Chad	\$350.00	46534	06/09/2011	Laboratory Corporation of America	\$33.46	
46462	06/02/2011	Sierra Vista, Personnel	\$9,194.86	46535	06/09/2011	Maddur, Jaya MD	\$113.96	
46463	06/02/2011	Sonora Quest Laboratories LLC	\$21.55	46536	06/09/2011	Millennium Medical Supply, Inc	\$746.34	
46464	06/02/2011	South East AZ Legal Support SP	\$7,653.25	46537	06/09/2011	Mt Graham Comm Hospital	\$900.90	
46465	06/02/2011	Sparkletts	\$22.50	46538	06/09/2011	No Cochise Comm Hospital, Inc.	\$89.86	
46466	06/02/2011	Sparkletts	\$77.60	46539	06/09/2011	Nusrum Iqbal, MD, PLLC-AZ		
46467	06/02/2011	Stamback Septic Service	\$342.72			Primary Care Center	\$20.06	
46468	06/02/2011	State of California	\$187.50	46540	06/09/2011	Pacific Mobile Diagnostic	\$2.90	
46469	06/02/2011	Thomson West	\$5,687.16	46541	06/09/2011	Palo Verde Homecare LLC dba		
46470	06/02/2011	Union Distributing Co of Tucson	\$363.71			Tucson House Calls	\$54.84	
46471	06/02/2011	United Fire Equipment Co	\$2,695.79	46542	06/09/2011	Patel Medical Clinic, PLLC	\$482.91	
46472	06/02/2011	Valley Telephone Cooperative, Inc.	\$52.50	46543	06/09/2011	Paul, Simon MD	\$72.16	
46473	06/02/2011	Verizon Wireless	\$63.72	46544	06/09/2011	Pima Heart Physicians PC	\$574.87	
46474	06/02/2011	Waxie Sanitary Supply	\$128.67	46545	06/09/2011	Professional Medical Transport	\$104.67	
46475	06/02/2011	Westlawn Chapel & Mortuary	\$500.00	46546	06/09/2011	Radiologists of Sierra Vista	\$8.78	
46476	06/02/2011	Willdan Homeland Solutions	\$4,099.50	46547	06/09/2011	Radiology Ltd	\$160.36	

46548	06/09/2011	Rapid Ray	\$10.37	46620	06/09/2011	Averitt for Gerald Morrison	\$42.24
46549	06/09/2011	RF Eye PC dba Cochise Eye & Laser	\$320.36	46621	06/09/2011	B & D Lumber & Hardware	\$276.47
46550	06/09/2011	Rural Metro Corporation	\$69.03	46622	06/09/2011	Baker & Taylor, Inc.	\$3,826.79
46551	06/09/2011	Saddle Gap Emergency Physician	\$59.25	46623	06/09/2011	Baker & Taylor, Inc.	\$293.98
46552	06/09/2011	San Pedro Family Care PLC	\$17.20	46624	06/09/2011	Banc of America Public Capital Corp	\$55,395.84
46553	06/09/2011	Santa Cruz Radiology, LLC	\$83.84	46625	06/09/2011	Bank of America	\$143,434.00
46554	06/09/2011	Schildhauer Center, LLC	\$90.00	46626	06/09/2011	Benco, Inc.	\$1,386.41
46555	06/09/2011	Schryver Medical AZ	\$332.31	46627	06/09/2011	Benson Unified School District	\$789.36
46556	06/09/2011	Sidi, Sylvain MD PC	\$5.15	46628	06/09/2011	Beyond Technology, Inc.	\$792.71
46557	06/09/2011	Sierra Vista Emergency Physicians	\$415.10	46629	06/09/2011	Bisbee Unified School District #2	\$1,396.57
46558	06/09/2011	Southern AZ Anesthesia Service, PC	\$47.20	46630	06/09/2011	Bisbee, City of	\$7,092.22
46559	06/09/2011	Southwest Ambulance/86-0434455	\$5.49	46631	06/09/2011	Bisbee, City of (Ambulance)	\$2,013.24
46560	06/09/2011	Steven B. Hollander DPM, LLC	\$7.16	46632	06/09/2011	Bob Barker Company, Inc	\$488.20
46561	06/09/2011	Stronghold Emergency Physician	\$12.70	46633	06/09/2011	Bowden Engineering, Inc	\$4,100.00
46562	06/09/2011	Sun Valley Family Medicine	\$16.79	46634	06/09/2011	Brown-Page Mortuary, Inc.	\$500.00
46563	06/09/2011	Susini, Laurence, MD PC	\$89.79	46635	06/09/2011	Bug-Wiser Exterminating, Inc.	\$795.00
46564	06/09/2011	Tiburon Diagnostic Laboratory	\$235.55	46636	06/09/2011	Bug-Wiser Exterminating, Inc.	\$45.00
46565	06/09/2011	Tucson Ear Nose & Throat, P.C.	\$73.71	46637	06/09/2011	Cable One	\$299.85
46566	06/09/2011	Tucson Heart Group	\$28.35	46638	06/09/2011	Cardinal Health Inc.	\$842.52
46567	06/09/2011	Tucson Inpatient Medicine PLLC	\$44.64	46639	06/09/2011	Carondelet Health Care Corp	\$1,052.23
46568	06/09/2011	Tucson Pulmonology PC	\$175.67	46640	06/09/2011	Carson, Stephen L PhD	\$1,050.00
46569	06/09/2011	United Pathology Inc.	\$636.47	46641	06/09/2011	Center Point Large Print	\$62.31
46570	06/09/2011	United Seating and Mobility	\$143.80	46642	06/09/2011	Chiricahua Comm Health Ctrs, Inc.	\$171.20
46571	06/09/2011	Univ Orthopedic Specialists, LLC	\$22.55	46643	06/09/2011	Cochise Elementary School Dist #26	\$182.16
46572	06/09/2011	University Physicians, Inc.	\$563.95	46644	06/09/2011	Conklin Company, Inc.	\$9,222.75
46573	06/09/2011	Urological Associates / Southern AZ	\$132.13	46645	06/09/2011	Contech Construction Products Inc	\$7,167.30
46574	06/09/2011	Walker Family Medicine	\$49.98	46646	06/09/2011	Copper Queen Comm Hospital	\$560.69
46575	06/09/2011	Western Neurosurgery Ltd	\$16.04	46647	06/09/2011	Copper Queen Medical Associates	\$126.00
46576	06/08/2011	AZ Public Service (APS)	\$40,052.23	46648	06/09/2011	Copygraphix Inc	\$23,138.27
46577	06/08/2011	AZ Public Service (APS)	\$281.32	46649	06/09/2011	Crowell, Patricia	\$5.10
46578	06/08/2011	AZ Water Company	\$888.94	46650	06/09/2011	CRST Intl for Keith Patterson	\$46.79
46579	06/08/2011	Bella Vista Water Co-Liberty Water	\$1,079.96	46651	06/09/2011	Cumberbatch, Arlene	\$113.20
46580	06/08/2011	Benson, City of	\$40.34	46652	06/09/2011	Curtis Landscape & Irrigation	\$130.00
46581	06/08/2011	Bowie Water Improvement District	\$87.85	46653	06/09/2011	Dell Marketing L.P.,	\$36,081.80
46582	06/08/2011	Douglas, City of	\$203.72	46654	06/09/2011	Dell Marketing L.P.,	\$3,826.09
46583	06/08/2011	Douglas, City of	\$559.68	46655	06/09/2011	Dell Marketing L.P.,	\$930.61
46584	06/08/2011	Elfrida Water Improvement	\$27.90	46656	06/09/2011	Destiny Software	\$1,000.00
46585	06/08/2011	LPB Energy Management	\$51.04	46657	06/09/2011	Diamondback Police Supply Co	\$293.32
46586	06/08/2011	Pueblo del Sol Water Company	\$291.91	46658	06/09/2011	Diehl, Helene	\$250.00
46587	06/08/2011	QWEST	\$94.76	46659	06/09/2011	Direct TV	\$23.00
46588	06/08/2011	Sparkletts	\$137.50	46660	06/09/2011	Dirks, Richard	\$47.94
46589	06/08/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$667.73	46661	06/09/2011	Double Adobe Elementary School	\$91.08
46590	06/08/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$443.74	46662	06/09/2011	Douglas Police Department	\$3,497.75
46591	06/08/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$178.49	46663	06/09/2011	Douglas Unified Schools	\$1,396.57
46592	06/08/2011	Valley Telephone Cooperative, Inc.	\$103.05	46664	06/09/2011	Douglas, City of	\$92.21
46593	06/08/2011	Verizon Wireless	\$136.39	46665	06/09/2011	Elfrida Elementary School Dist #12	\$2,725.00
46594	06/08/2011	Waste Management of Ariozna – Sierra Vista Hauling	\$203.48	46666	06/09/2011	Elfrida Elementary School Dist #12	\$121.44
46595	06/08/2011	Whetstone Water Improvement Dist	\$84.21	46667	06/09/2011	Ellis Towing LLC	\$547.75
46596	06/08/2011	Willcox, City of	\$606.65	46668	06/09/2011	Ellis Towing LLC	\$386.00
46597	06/09/2011	AZ Department of Administration- Risk Managment	\$5,900.59	46669	06/09/2011	Ennis Paint	\$45,796.45
46598	06/09/2011	A&M Fencing	\$1,351.00	46670	06/09/2011	Environmental Earthscapes, Inc. dba Groundskeeper	\$6,879.48
46599	06/09/2011	ACE Hardware - Bisbee	\$355.64	46671	06/09/2011	Excel Print Communications	\$49.54
46600	06/09/2011	AGE AZ General Engineering Contracting, Inc.	\$26,162.02	46672	06/09/2011	Federal Express Corporation	\$85.57
46601	06/09/2011	American Fence Company	\$4,404.37	46673	06/09/2011	Federal Express Corporation	\$7.07
46602	06/09/2011	Anh Cao Pearson dba Pearson & Associates Court Int	\$366.40	46674	06/09/2011	Gale Group	\$28.79
46603	06/09/2011	Applied Rite Doors & Docks, Inc	\$2,313.56	46675	06/09/2011	Gale Group	\$47.28
46604	06/09/2011	AZ Assoc of School Business Officials	\$2,000.00	46676	06/09/2011	Gale Group	\$324.81
46605	06/09/2011	AZ Dept of Corrections-Douglas	\$36.00	46677	06/09/2011	Goodmans, Inc.	\$3,130.56
46606	06/09/2011	AZ Dept of Corrections-Douglas	\$1,253.67	46678	06/09/2011	Granite Construction Company	\$10,688.98
46607	06/09/2011	AZ Dept of Corrections-Douglas	\$795.75	46679	06/09/2011	Granite Construction Company	\$763.26
46608	06/09/2011	AZ Department of Corrections ASPC-Tucson	\$658.38	46680	06/09/2011	Hansen, Karla F	\$40.00
46609	06/09/2011	AZ Department of Revenue	\$478.52	46681	06/09/2011	Harik, Vaira	\$1,004.28
46610	06/09/2011	AZ Department of Transportation	\$4,254.13	46682	06/09/2011	Hillyard Inc.	\$723.16
46611	06/09/2011	AZ Family Care Associates (AFCA)	\$181.00	46683	06/09/2011	Hobart Service ITW Food Equipment Group, LLC	\$1,199.00
46612	06/09/2011	AZ Hiking Shack Rescue (AHS)	\$2,618.83	46684	06/09/2011	Huachuca City, Town of	\$21,947.92
46613	06/09/2011	AZ Public Service (APS)	\$263.59	46685	06/09/2011	J E Fuller/Hydrology & Geomorphology, Inc.	\$2,500.00
46614	06/09/2011	AZ Supreme Court	\$150.00	46686	06/09/2011	Kathy N. Bell, N.P.	\$1,200.00
46615	06/09/2011	AZ Supreme Court	\$81.00	46687	06/09/2011	KE&G Construction Inc.	\$103,743.12
46616	06/09/2011	AZ Water Company	\$86.52	46688	06/09/2011	Kuttner, Barbara L	\$47.43
46617	06/09/2011	Ascent Aviation Group, Inc.	\$21,627.66	46689	06/09/2011	Lawley Motors	\$5,953.21
46618	06/09/2011	Ascent Aviation Group, Inc.	\$25,192.10	46690	06/09/2011	LexisNexis Matthew Bender	\$161.25
46619	06/09/2011	Auto Aid Towing LLC	\$2,272.00	46691	06/09/2011	Little Caesars	\$52.09
				46692	06/09/2011	Madden Preprint Media	\$1,730.00
				46693	06/09/2011	Maddux & Sons Inc	\$3,695.71

46694	06/09/2011	McNeal Elementary School Dist #55	\$242.88	46769	06/09/2011	AZ Department of Education	\$10,226.15
46695	06/09/2011	Merle's Automotive Supply, Inc.	\$282.33	46770	06/09/2011	Bisbee Observer	\$33.00
46696	06/09/2011	Milliman, Inc.	\$46,681.68	46771	06/09/2011	Boyden, Kristen	\$46.23
46697	06/09/2011	Mundt, Lester E.	\$46.92	46772	06/09/2011	Cochise County Finance	
46698	06/09/2011	New World Systems Corporation	\$1,471.31			Revolving Fund	\$261.03
46699	06/09/2011	Office Max	\$104.19	46773	06/09/2011	Cochise County Sheriff / Conting	\$374.00
46700	06/09/2011	OverDrive, Inc.	\$15,000.00	46774	06/09/2011	Cochise County Sheriff / Conting	\$7,200.00
46701	06/09/2011	Palominas Public School Dist #49	\$60.72	46775	06/09/2011	Denney, Marc	\$978.00
46702	06/09/2011	Pearce Elementary School Dist #22-3	\$242.88	46776	06/09/2011	English, Ann	\$822.27
46703	06/09/2011	Phoenix New Times, LLC	\$600.00	46777	06/09/2011	Jackson, Mary Ann	\$85.03
46704	06/09/2011	Porta-Pot	\$787.50	46778	06/09/2011	Margo Borowiec Counseling	\$180.00
46705	06/09/2011	Potters Industries, Inc.	\$14,467.07	46779	06/09/2011	Salmon, Barbara-Rene	\$12.60
46706	06/09/2011	Pro Petroleum, Inc.	\$9,874.43	46780	06/09/2011	Sierra Vista Herald/	
46707	06/09/2011	Pro Petroleum, Inc.	\$92,867.26			Bisbee Daily Review	\$234.00
46708	06/09/2011	Pro Tech Monitoring Services	\$155.00	46781	06/09/2011	Stuppi, Victor	\$75.00
46709	06/09/2011	Puff, Diane M. (Dee)	\$408.61	46782	06/09/2011	Thomson, Cody L	\$6.29
46710	06/09/2011	Pursuing Happiness	\$995.00	46783	06/09/2011	Tombstone Epitaph	\$25.00
46711	06/09/2011	QWEST	\$236.85	46784	06/09/2011	Berg, Nancy	\$230.62
46712	06/09/2011	QWEST	\$65.48	46785	06/09/2011	Berry, Trudy	\$1,836.51
46713	06/09/2011	QWEST	\$1,748.00	46786	06/09/2011	Berry, Trudy	\$10.00
46714	06/09/2011	QWEST	\$121.78	46787	06/09/2011	Berry, Trudy	\$10.00
46715	06/09/2011	QWEST	\$32.30	46788	06/09/2011	Dunlap, Mary Ellen	\$10.40
46716	06/09/2011	QWEST	\$204.58	46789	06/09/2011	Gierlach, Marian Baker	\$25.50
46717	06/09/2011	Recorded Books, LLC	\$200.01	46790	06/09/2011	Godfrey, Marilyn	\$22.36
46718	06/09/2011	Rivera, Juan E.	\$73.20	46791	06/09/2011	Hill, Barbara	\$24.00
46719	06/09/2011	Safeway Stores Inc	\$24.60	46792	06/09/2011	Jefferson, Brandie	\$78.00
46720	06/09/2011	Sierra Vista Diagnostics	\$112.50	46793	06/09/2011	Kennedy, Megan R	\$78.00
46721	06/09/2011	Sierra Vista Public Schools Dist #68	\$60.72	46794	06/09/2011	Lacombe, Kathleen A.	\$24.00
46722	06/09/2011	Simpson Tool Box Company	\$1,198.22	46795	06/09/2011	Lueck, Elizabeth	\$58.00
46723	06/09/2011	Southeastern AZ Behavioral Health		46796	06/09/2011	Matthews, Daisy	\$17.34
		Svs-SEABHS, Inc.	\$3,000.00	46797	06/09/2011	McCleave, Keturah	\$63.44
46724	06/09/2011	Southeastern AZ		46798	06/09/2011	Mena, Maria	\$24.00
		Contractors Assoc (SACA)	\$15.00	46799	06/09/2011	Oertel, Brian	\$24.00
46725	06/09/2011	Southwest Disposal LC	\$64.68	46800	06/09/2011	Patterson, Jenna	\$37.44
46726	06/09/2011	Southwest Gas Corporation	\$35.04	46801	06/09/2011	Peru, Susan	\$24.00
46727	06/09/2011	Southwest Polygraph Services, Inc.	\$130.00	46802	06/09/2011	Tamez, Marla	\$208.00
46728	06/09/2011	Sparkletts	\$18.00	46803	06/09/2011	Trickett, Thuy Vi	\$24.48
46729	06/09/2011	St. David Unified School District #21	\$60.72	46804	06/14/2011	Bank One	\$924,420.43
46730	06/09/2011	Stantec Consulting Services, Inc.	\$37,191.52				
46731	06/09/2011	Stericycle Inc.	\$209.19				
46732	06/09/2011	Sulphur Sprgs Valley Elec Coop, Inc.	\$3,505.71				
46733	06/09/2011	Tombstone Unified School Dist #01	\$1,335.85				
46734	06/09/2011	Topoff, Dr. Howard	\$116.06				
46735	06/09/2011	Tucson Medical Center	\$24.52				
46736	06/09/2011	UniFirst Corporation	\$1,855.46				
46737	06/09/2011	United Pathology Inc.	\$15,000.00				
46738	06/09/2011	US Air Conditioning Distributors	\$2,679.98				
46739	06/09/2011	Valley Telephone Cooperative, Inc.	\$891.49				
46740	06/09/2011	Valley Telephone Cooperative, Inc.	\$395.61				
46741	06/09/2011	Valley Union High School	\$7,000.00				
46742	06/09/2011	Valley Union High School	\$10,117.55				
46743	06/09/2011	Verhelst Recovery House	\$930.00				
46744	06/09/2011	Verizon Wireless	\$941.76				
46745	06/09/2011	Verizon Wireless	\$986.55				
46746	06/09/2011	Verizon Wireless	\$52.01				
46747	06/09/2011	Verizon Wireless	\$172.94				
46748	06/09/2011	Verizon Wireless	\$3,640.31				
46749	06/09/2011	Verizon Wireless	\$37.36				
46750	06/09/2011	Verizon Wireless	\$249.27				
46751	06/09/2011	Verizon Wireless	\$876.66				
46752	06/09/2011	Voyager Fleet System, Inc.	\$3,788.34				
46753	06/09/2011	Vulcan Incorporated	\$1,368.00				
46754	06/09/2011	Waxie Sanitary Supply	\$3,614.24				
46755	06/09/2011	Wells, Doris	\$455.00				
46756	06/09/2011	Western Emulsion, Inc	\$109,266.69				
46757	06/09/2011	Western Water Technologies Inc	\$576.58				
46758	06/09/2011	Willcox Auto Parts Inc.	\$55.91				
46759	06/09/2011	Willcox Unified School District #13	\$91.08				
46760	06/09/2011	Willcox Unified School District #13	\$9,000.00				
46761	06/09/2011	Willcox, City of	\$200.00				
46762	06/09/2011	Willcox, City of	\$890.52				
46763	06/09/2011	Willdan Homeland Solutions	\$18,750.00				
46764	06/09/2011	Wood, Amanda M.	\$212.50				
46765	06/09/2011	WR Ryan Company	\$70.55				
46766	06/09/2011	Zavadin, Norbert W.	\$43.35				
46767	06/09/2011	Zumar Industries Inc	\$33,630.74				
46768	06/09/2011	AZ Department of Education	\$250.00				

Regular Board of Supervisors Meeting

Date: 07/12/2011

Extension of Premises Liquor License

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

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

Agenda Item Text:

Approve an application for permanent Extension of Premises liquor license submitted by Ms. Cynthia A. Bohlmann for TJ's Bar & Grill located at 135 Frontage Road in Pearce.

Background:

Ms. Cynthia A. Bohlmann has applied for a permanent extension of premises liquor license for TJ's Bar & Grill located at 135 Frontage Road in Pearce.

Ms. Bohlmann is requesting the permanent extension to comply with a new smoking law. 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 send a letter 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: Smoking law
change
- ☐ Temporary change for date(s) of: _____

1. Licensee's Name: Bohlmann Cynthia Ann
Last First Middle
2. Mailing Address: PO Box 525 Peace Az 85625
City State Zip
3. Business Name: T.J's Bart Grill LICENSE #: 06020001
4. Business Address: 135 Frontage Rd Peace Cochise Az 85625
City COUNTY State Zip
5. Business Phone: (520) 826-3808 Residence Phone: (520) 982-5709
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO FAX # (520) 290-0092
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES When? 3/2011
8. What security precautions will be taken to prevent liquor violations in the extended area? fenced in, personnel
checking area constantly
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) clerk of the Board (Title) Cochise County Board of
(Agency) Supervisors

I, Cynthia A Bohlmann, being first duly sworn upon oath, do hereby depose, swear and declare
(Print full name)
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 Cynthia A Bohlmann State of AZ County of Cochise
(Signature of Owner or Agent) SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

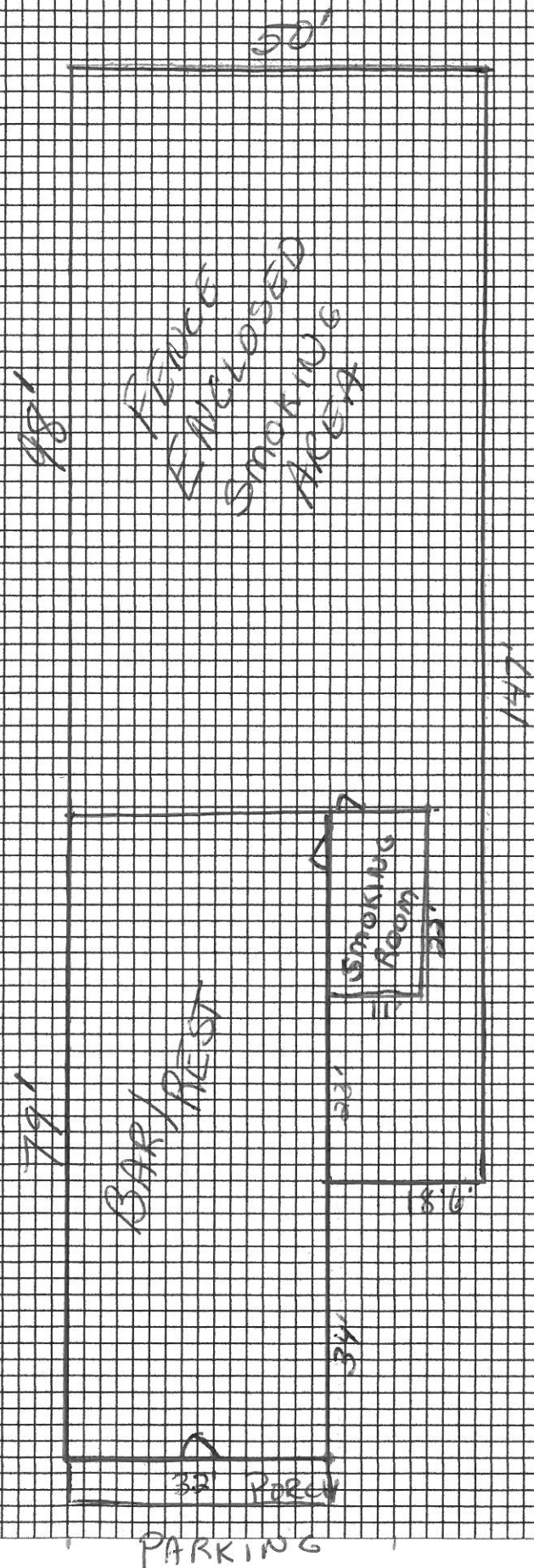
My commission expires on: 9/14/12 29 6 2011
Day Month Year
Kim A. Lemon
(Signature of NOTARY PUBLIC)

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

Director Signature required for Disapprovals _____ Date: _____

TJ's BAR & GRILL INC 135 FRONTAGE RD

PEARCE, AR



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: Cynthia A. Bohlmann Address: 135 Frontage Road
Business Name: TJs Bar & Grill City/Zip: Pearce/85625
Liquor License #: 06020001 Parcel #: 114-14-166
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

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

Approval

Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐
Use permitted by P&Z? Y ☐ N ☒
Date Permit Issued: N/A
If use not permitted, is it LNC? Y ☒ N ☐

Zoning: GB
Permit#: N/A
Use Permitted: N/A
Year LNC 1968

- ☐ 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: July 1, 2011
Contact phone: (520) 432-9240 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 7/6/2011

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Cynthia A. Bohlmann Address: 135 Frontage Road
Business Name: TJs Bar & Grill City/Zip: Pearce/85625
Liquor License #: 06020001 Parcel #: 114-14-166
Ownership Type: _____ 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:

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2011 JUN 10 P 12:12

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

Approval

Disapproval



Name:

Paul J. Kostellie

Title:

Sgt, Civil

Signature:

Paul J. Kostellie

Date:

6-30-11

Contact phone:

432-9514

Email:

Return completed form with any attachments by:

7/6/2011

Regular Board of Supervisors Meeting**Date:** 07/12/2011**St. David Pedestrian Pathway Intergovernmental Agreement****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:** 2**NAME of PRESENTER:** Karen Lamberton**TITLE of PRESENTER:** Transportation Planner**Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Agenda Item Text:**

Approve Intergovernmental Agreement 11-010 between the State of Arizona and Cochise County for the St. David Pedestrian Pathway Transportation Enhancement Project; the County match is 5.7% and Supervisor Searle has committed \$10,000 from the District 3 portion of HURF funds set aside for discretionary road projects.

Background:

In 2008 the Board of Supervisors approved Resolution 08-105 to submit an application for Transportation Enhancement funds for a rural pedestrian pathway along State Route 80 in the St. David community. This application was successful and the proposed meandering pathway project was awarded \$214,798 for construction of about a one mile grade-separated path of varied width along the south side of SR80 from the Post Office/Mission Lane to just over the wash. The St. David School is actively supporting this project and has pledged to assist with day to day maintenance needs and as part of their Safe Routes to School grant implementation will encourage the use of the pathway and crosswalks by their students.

The project has completed Project Assessment and State I (15%) design plans and are moving forward with obtaining utility clearances. Final design and contracting for construction will follow the approval of this IGA/JPA agreement with the State.

Department's Next Steps (if approved):

Once an approved IGA/JPA is in place, ADOT will complete design and contract for construction through their on-call contract list. Expected completion of the pathway is in late summer of 2012.

Impact of NOT Approving/Alternatives:

The pathway project would not be constructed.

To BOS Staff: Document Disposition/Follow-Up:

Please sign both sets of the IGA and return both original signed IGA's and a copy of the meeting minutes approving this item to Karen Lamberton, H&F.

Fiscal Impact**Fiscal Year:**

2011/2012

One-time Fixed Costs? (\$\$\$): 10,000.00

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

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

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

Source of Funding?: Supervisor Searle discretionar

Fiscal Impact & Funding Sources (if known):

The Transportation Enhancement program is federally funded through the U.S. Department of Transportation Federal Highway Administration. Applicants typically provide a 5.7% match; as a State Route project the match is provided by the ADOT Safford District. Supervisor Searle has committed a \$10,000 overmatch to the St. David Pedestrian pathway project from HURF funds set aside for discretionary supervisor projects.

Attachments

Resolution 08-105

St. David Pathway IGA Cover Letter

St. David Pathway IGA Agreement



2008-23363

Page 1 of 3

Requested By: BOARD OF SUPERVISORS

Christine Rhodes -- Recorder

Cochise County, AZ

08-27-2008 03:49 PM Recording Fee \$0.00

WHEN RECORDED MAIL TO:

THE ABOVE SPACE RESERVED FOR RECORDING INFORMATION

CAPTION HEADING

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Paul Newman
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

RESOLUTION 08 - 105

SUPPORTING A TRANSPORTATION ENHANCEMENT APPLICATION THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A RURAL PEDESTRAIN PATHWAY ON THE SOUTH SIDE OF STATE ROUTE 80 WITHIN THE COMMUNITY OF ST. DAVID LOCATED IN THE UNINCORPORATED AREA OF COCHISE COUNTY, ARIZONA

WHEREAS, the Board of Supervisors supports various modes of transportation; and

WHEREAS, a pedestrian pathway is physically separated from motorized traffic and is primarily for use by pedestrians including tourists, seasonal visitors, residents and students; and

WHEREAS, the Transportation Enhancement grant program is a federally funded program; and

WHEREAS, the Transportation Enhancement application is for a State sponsored project to construct a rural pedestrian pathway on the south side of State Route 80 from S. Mission Lane to the wash near S. Lee Street; and

WHEREAS, the community of St. David has historically been a small, rural area where residents and visitors walked from place to place; and

WHEREAS, enhancing these existing natural dirt pathways would create a visual amenity reminiscent of the historical flavor of the area as well as increase the safety and walkability of this historic transportation route; and

WHEREAS, enhancements to State Route 80 will improve the driving experience and safety for the traveling public; and

RESOLUTION 08- 105

Re: St. David Path Enhancement Project

Page 2

WHEREAS, if funded, the Arizona Department of Transportation will be the sponsor of the project and provide the required federal matching funds and Cochise County will be responsible for continued maintenance of the pedestrian pathway; and

WHEREAS, if awarded, Cochise County will provide an additional overmatch amount of \$10,000 towards these rural pedestrian pathway project costs,

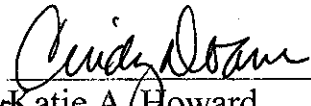
NOW, THEREFORE, BE IT RESOLVED THAT the Cochise County Board of Supervisors hereby supports the application to the Transportation Enhancement Program, Round 16, through the Arizona Department of Transportation as described above in the St. David community.

PASSED AND ADOPTED THIS 26th day of August, 2008



Richard Searle, Chairman
Cochise County Board of Supervisors

ATTEST:



for Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:



Adam Ambrose,
Civil Deputy County Attorney



Arizona Department of Transportation
Intermodal Transportation Division
205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer
Governor

June 16, 2011

Floyd Roehrich Jr.
State Engineer

John S. Halikowski
Director

Cochise County

Attn: Karen L. Lamberton, AICP
County Transportation Planner
1415 Melody Lane
Bisbee, Arizona 85603



RE: ADOT File No.: IGA/JPA 11-0101
AG Contract No.: P001 2011 001885
Project: St. David Pathway
Section: SR 80 - MP 300.2-300.6
Project No.: 080-A(203)A
TRACS No.: H7796 01C
COG/MPO TIP Item No.: TEA Round 16
Budget Source Item No.: 75311

Dear Ms. Lamberton:

Enclosed are two (2) original Agreements and Attorney Approval forms for signature regarding the above subject Agreement, which defines the responsibilities between the **COCHISE COUNTY** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and forward two (2) **signed Agreements**, **Attorney Approval Forms** and the **Resolution Letter / Meeting Minutes** necessary to enter into this Agreement to the attention of the undersigned at the **Arizona Department of Transportation, Joint Project Administration, 205 S. 17th Avenue, Mail Drop 637E, Phoenix, AZ 85007.**

Please **make no other entries on the originals other than signatures**, and **do not date or staple the first page**. A copy of the recorded contract will be returned upon final execution. Should you have further questions please do not hesitate to call me at (602) 712-8753.

Sincerely,

Korina Lopez
Korina Lopez
Joint Project Administration

cc: Project Manager

ADOT File No.: IGA/JPA **11-0101**
AG Contract No.: P001 2011 001885
Project: St. David Pathway
Section: SR 80 - MP 300.2-300.6
Project No.: 080-A(203)A
TRACS No.: H7796 01C
COG/MPO TIP Item No.: TEA Round
16
Budget Source Item No.: 75311

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COCHISE COUNTY

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2011, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COCHISE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of Transportation Enhancement (TE) activities and TE funds have been requested from the Federal Highway Administration (FHWA) through the State for a project within the boundary of the County.
-

4. This Agreement pertains to the design and construction of approximately two thousand two hundred (2200) feet of a six (6) foot wide pedestrian pathway along the south side of SR 80 from MP 300.2 to MP 300.6, hereinafter referred to as the "Project". The improvements included in the Project consist of landscaping, benches, bicycle racks and trash receptacles. The State shall advertise, bid and award the Project and the County will maintain the Project.

5. The Parties hereby agree to and acknowledge the following conditions: **a)** the estimated Project costs are subject to change and can change significantly before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with the mutual written consent of both Parties, such as an Amendment to include future construction of the Project. Amendments must be approved with the same formality as this original Agreement.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project.

b. Upon approval by the Federal Highway Administration (FHWA), proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project; administer contract(s) for the Project; make all payments to the contractor(s) and assume responsibility for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the County in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid.

e. Provide, per established procedures of the State's Safford District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work to be provided by the County within the State's rights-of-way. Process in a timely manner any other Encroachment Permits that may be needed to work within the State's right-of-way to effectively meet the obligations set forth for the County in this Agreement. The State agrees all activities that are reasonably required to be performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

f. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County.

b. Provide for cost and, as an annual item in the County's budget, all maintenance of any and all permanent improvements constructed and installed by the State as a result of this Agreement.

c. Upon completion of the Project, agree to accept and assume full responsibility of said Project in writing.

d. Provide for cost and, as an annual item in the County's budget, all maintenance of any and all emergency repairs, including replacements, if necessary, of any and all improvements constructed and installed by the State as a result of this Agreement, including all components for the Project cited in Recital 4 of this Agreement. Provide perpetual maintenance for any and all improvements constructed and installed by the State as a result of this Agreement including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris, removing overhanging and intruding vegetation, and maintaining and repairing landscaped surfaces. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

e. Provide and maintain at it's sole cost, the electrical and/or solar power and water necessary to establish Project landscaping, including all testing, adjusting, repairing and operation of the temporary irrigation system, if installed for this Project.

f. Provide all maintenance work within the State right-of-way in a manner which minimizes traffic congestion and interference with through-traffic. All traffic control will meet the requirements of the most recent approved version of Arizona Department of Transportation's "Manual on Uniform Traffic Control Devices 2003".

g. Maintain, per established procedures of the State's Safford District Permit Office, a valid blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the County within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Safford District established procedures. The County agrees all activities performed by the County under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain or remove said Project.

2. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. The cost of design, construction and construction engineering work covered by this Agreement is to be borne by the Federal Highway Administration (FHWA).

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The County and the State (Arizona Department of Transportation) (ADOT) warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is

requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation

Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

ADOT Transportation Enhancement & Scenic
Roads Section

1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

Cochise County

Attn: Karen L. Lamberton, AICP
County Transportation Planner
1415 Melody Lane
Bisbee, Arizona 85603
(520) 432-9240
(520) 432-9338 Fax

For Financial Matters:

Attn: Anissa Acedo
1415 Melody Lane
Bisbee, Arizona 85603
(520) 432-9240
(520) 432-9338 Fax

13. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The County warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the County may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the County or subcontractor is complying with the warranty under paragraph (a).

14. Pursuant Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COCHISE COUNTY

By _____
PATRICK CALL
Chairman

STATE OF ARIZONA

Department of Transportation

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By _____
KATIE A. HOWARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the COCHISE COUNTY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2011.

BRITT HANSON
County Attorney

Regular Board of Supervisors Meeting

Date: 07/12/2011

Approve Contract for Professional Services Agreement for Providing Adoption Social Studies

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	2
NAME of PRESENTER:	N/A	TITLE of PRESENTER:	N/A
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	A.R.S. § 8-127

Agenda Item Text:

Approve renewal of Contract through June 30, 2012 for professional services with Catholic Community Services of Southern Arizona, Inc. for providing investigative and reporting services to the Court in adoption cases, as required by A.R.S. § 8-112.

Background:

In June 2004, the Board approved the first contract of this nature after ADES terminated its funding for non-ADES adoption social studies. County general funds of \$10,000.00 were provided at that time, to be supplemented by funds from the Civil Enhancement Fund (127) as needed. Continued yearly funding was approved by the Board in the 2006-2007 budget in the amount of \$5,000.00 per year from the General Fund, to be supplemented as needed from the Civil Enhancement Fund (127).

In the proposed contract, Catholic Community Services of Southern Arizona, Inc. continues to agree to provide any pre-adoption certification study which may be needed by law, at no additional cost to the County. The cost for each report remains at last year's level of \$1,000.00 per report. The agency will complete a financial screening of all parties and charge all parties 1% of their adjusted gross income, up to the \$1,000.00 total cost of each study. The County's obligation for each report is reduced by any amount directly collected from the proposed adoptive parent.

The County Attorney's Office will continue to request waivers of the social study reports when appropriate. Such practice has resulted in substantial savings under the current contract.

For FY 2010-2011, thus far, we have been billed for 7 social studies that have been completed (totaling \$7,034.00 to date) and have 8 pending..

For FY 2011-2012, we are requesting a budget of \$5,000.00 from General Fund 100, to be supplemented with \$5,000.00 from Fund #127.

Fiscal Impact & Funding Sources: Funds 100 & 127

Department's Next Steps (if approved):

The County Attorney's Office will continue to request waivers of the social study reports when appropriate.

Impact of NOT Approving/Alternatives:

The County Attorney's services to the residents of Cochise County in these adoption matters is required, free of charge, pursuant to A.R.S. § 8-127. If not approved, social studies would not get done and adoptions could not proceed.

To BOS Staff: Document Disposition/Follow-Up:

Please return one signed original to the County Attorney's Office for delivery to the Contractor.

Attachments

Professional Services Contract

COCHISE COUNTY CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT FOR PROVIDING ADOPTION SOCIAL STUDIES

THIS CONTRACT is made this ____ day of _____, 2011, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

WHEREAS the BOARD is in need of certain services to obtain social studies that are required by A.R.S. § 8-112, as necessary for the Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

WHEREAS the CONTRACTOR has offered to perform the proposed work in accordance with the terms of the CONTRACT;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached Scope of Work in a good and competent manner and to the satisfaction of the BOARD, or its designees.

2. The CONTRACTOR agrees to provide all of the materials and services required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for completion of the CONTRACT.

3. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. This CONTRACT shall remain in effect for a period of one year, until June 30, 2011.

4. The BOARD will compensate the CONTRACTOR for its performance, and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each social study requested and provided under this CONTRACT, less the amount of all payments received from the subjects of this study. In the event that a preadoption certification study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required social study at no additional cost to the BOARD; provided, however, if it is appropriate, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the certification study.

5. Payment shall be made by the BOARD to the CONTRACTOR on the basis of invoices detailing the work and the amount of all payments received from the subjects of these studies.

6. All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR: Marguerite D. Harmon, CEO
Catholic Community Services of Southern Arizona, Inc.
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705
(520) 623-0344, Ext. 1050

TO BOARD: Britt W. Hanson
Chief Civil Deputy
Office of the Cochise County Attorney
P.O. Box CA
Bisbee, AZ 85603
(520) 432-8700

7. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

8. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This CONTRACT and its attachments and those documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S designated representative is authorized to issue and sign change orders and CONTRACT amendments for compensation not exceeding 15% of the original CONTRACT amount, with an aggregate of 30% for all such amendments. Amendments that change the compensation of the consultant by more than 15% shall only be effective upon being properly authorized and executed by the parties in the same manner as this CONTRACT was executed.

9. CONTRACTOR shall retain various insurance policies in force during the term of the CONTRACT, and shall provide certificate(s) of such insurance upon execution of the CONTRACT, providing not less than the following coverage:

Type	Coverage
Worker's Compensation	Statutory Limits
General Liability	\$ 1,000,000

10. This CONTRACT shall be governed by the laws of the State of Arizona, and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

11. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have ten (10) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than thirty (30) days, the aggrieved party may request that the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

12. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

13. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.

14. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from payment issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.

15. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

16. No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the materials or services specified herein without the advance written approval of the

BOARD. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

17. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, the COUNTY shall defend, hold harmless, and indemnify the CONTRACTOR, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the COUNTY, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

18. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) Discontinue all services (unless the notice directs otherwise),
- (B) deliver or otherwise make available to the BOARD, at the BOARD'S cost, copies of data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

19. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this CONTRACT;
- (B) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the CONTRACTOR and the subcontractors, as applicable;
- (C) disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- (D) is otherwise in substantial breach of a provision of the CONTRACT DOCUMENTS.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient. If the unpaid balance of the CONTRACT exceeds costs of finishing the CONTRACT, including all expenses made necessary hereby, the CONTRACTOR shall be entitled to receive payment for its performance and for reasonable overhead, profit and damages associated with such, up to the amount of such excess. If such completion costs exceed the unpaid balance the CONTRACTOR shall pay the difference to the BOARD.

20. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine. An adjustment shall be made to the CONTRACT completion date and for increases in the cost of performance of the CONTRACT, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible.

21. TERMINATION FOR CONVENIENCE OF THE BOARD: The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all material, equipment and services provided and reasonable termination expenses and a reasonable allowance for profit and overhead on this performance, provided that such payments, exclusive of termination expenses, shall not exceed the total CONTRACT prices reduced by other CONTRACT payments previously made to the CONTRACTOR and as further reduced by the value of the performance as yet not completed. The CONTRACTOR shall not be entitled to profit and overhead on material, equipment and services which were not provided. The parties expressly agree that this termination right is not a mutual right.

22. TERMINATION BY THE CONTRACTOR: The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- (A) issuance of an order of a court or other public authority having jurisdiction;
- (B) an act of government, such as a declaration of national emergency, making material unavailable;
- (C) the BOARD has not made payment within the time stated in the CONTRACT DOCUMENTS;

If one of the above reasons exists, the CONTRACTOR may, upon thirty(30) days written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for

its performance and for proven loss with respect to materials, including reasonable overhead, profit and damages, attributable to the performance rendered.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

CATHOLIC COMMUNITY SERVICES
OF SOUTHERN ARIZONA, INC.

APPROVED:

COCHISE COUNTY BOARD
OF SUPERVISORS

By: Marguerite D. Harmon
Marguerite D. Harmon
Chief Executive Officer
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705

6-9-2011
Date

By: _____
Pat Call, Chairman

Date of Award

ATTEST:

Katie A. Howard, Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson
Britt W. Hanson, Chief Civil
Deputy County Attorney

SCOPE OF WORK FOR THE PROFESSIONAL SERVICES CONTRACT WITH CATHOLIC SOCIAL SERVICES FOR SOCIAL STUDIES

Upon the written request of the Cochise County Attorney, or his designee, the Contractor, Catholic Social Services, shall perform the following services in connection with each applicant for adoption that has been referred for the preparation of a social study:

1. To conduct a social study and/or preadoption certification reports that include all of the elements required by A.R.S. § 8-112 and § 8-105, including the following:

A. The social history, heritage and mental and physical condition of the child and the child's birth parents.

B. The child's current placement in the prospective adoptive parent's home and the child's adjustment to that home.

C. The prospective adoptive parent's suitability to adopt.

D. The existing and proposed arrangements regarding the child's custody.

E. Any financial arrangement concerning the proposed adoption made by the birth parents, the division, an agency, an attorney or the prospective adoptive parents.

F. A state and federal criminal records check of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent except a natural or legal parent with custody of the child, with the assistance of the County Attorney staff and Clerk of the Court.

G. A central registry records check, including any history of child welfare referrals, with the division of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent, with the assistance of the County Attorney staff.

H. Any other information that is pertinent to the adoption proceedings.

2. To prepare and submit to the Office of the County Attorney an appropriate written summary of the results of the social study/preadoption certification report for filing in the Superior Court case file. It is understood and agreed that the preparation of the social study/preadoption certification report may require more than one meeting with the prospective adoptive parent(s). It is also understood and agreed that the Contractor will supplement and revise the social study if, in the determination of the County Attorney or his designee, it does not include all of the information that may be required.

3. To conduct each requested social study and to submit the written summary and the original Certificate(s) of Adoption no later than twenty (20) days prior to the hearing date set for that case.

4. To charge each subject of the social study and/or preadoption certification report a fee, not to exceed One Thousand Dollars (\$1000) per case, based upon the rate of one percent (1%) of the Adjusted Gross Income of the applicant, including his or her spouse, in the prior year. The Contractor shall retain all such fees and shall reduce the amount billed to the County by the amount of the fees that are received from each applicant. The Contractor may waive all or a portion of the fee upon the receipt of a written request from the applicant demonstrating that the payment of the fee would create a significant and substantial hardship for the applicant or the applicant's family and would jeopardize the ability of this adoption to proceed successfully. For each applicant who pays the fee, the Contractor shall provide a written explanation of the Federal Tax Credit that is available for this expense together with such written documentation of the payment as may be necessary for obtaining this tax credit. It is understood that if it is appropriate, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the certification study.

5. To retain all documentation regarding the calculation, payment and waiver of the fees for a period of not less than five (5) years and to make these records available to the County for inspection upon request.

Regular Board of Supervisors Meeting

Date: 07/12/2011

APPROVE FY 2011/2012 WILLCOX COURT CONSOLIDATION AGREEMENT

Submitted By: Faye Coakley, Court Administration

Department: Court Administration

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Mike Ortega

TITLE of PRESENTER: County Administrator

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2011 through June 30, 2012.

Background:

Cochise County entered into a court consolidation agreement with the City of Willcox in July 2008. The current agreement will expire on June 30, 2011. The agreement states that the parties agree to review the costs contained in Exhibit A of the agreement on an annual basis and make recommendations for adjustments as needed. The intent is for the cost of the consolidation to be neutral for Cochise County. Any costs above the revenue generated by the City Court are to be borne by the City. The preceding calendar year is the basis for the costs and revenues for the subsequent fiscal year to allow the City (and County) to budget accordingly.

Department's Next Steps (if approved):

Staff will notify the City of Willcox that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The court consolidation agreement with the City of Willcox will expire and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Willcox and a copy to Court Administration.

Fiscal Impact

Fiscal Year: \$84,685

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):

The City's contribution to the cost of the consolidated court is based on a pro rata share of the number of city cases processed through the court. The City's FY 11/12 contribution will be \$84,685.

Attachments

WILLCOX CONSOLIDATION AGREEMENT



CITY OF WILLCOX
Cristina G. Whelan, CMC
City Clerk
101 S. Railroad Avenue Suite B
Willcox, AZ 85643

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2011 JUN -7 P 12:06

June 6, 2011

Cochise County
Katie Howard, Clerk Board of Supervisors
1415 Melody Lane, Bldg. G
Bisbee, AZ 85603

Dear Katie:

During the regular meeting of the Mayor and City Council of the City of Willcox held on May 16th Resolution NO. 2011-29 Approving and Adopting the Court Consolidation Agreement One Year Extension between the City and Cochise County was adopted.

I have procured the signatures of the Mayor, City Attorney and Justice of the Peace/City Magistrate Trevor Ward. Upon approval by the Board please return a fully executed set to my attention in the enclosed self addressed envelope.

If you have any questions, or need further assistance, please contact me at your convenience.

Sincerely,

Cristina G. Whelan, CMC
City Clerk

Enclosures: 2-sets Court Consolidation Agreement
Self Addressed City of Willcox envelope

"Mine, Yours, Ours"

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED:

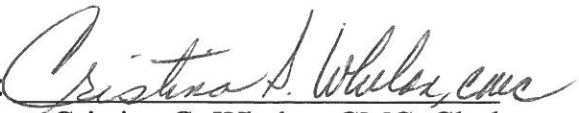
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Edward G. Rheinheimer
County Attorney

ATTEST:

By: 
Cristina G. Whelan, CMC, Clerk
City of Willcox

APPROVED:

JUSTICE COURT, PRECINCT 4
JP/CITY MAGISTRATE

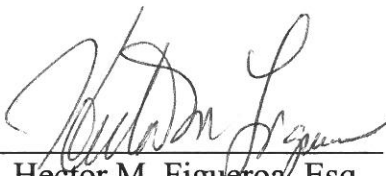
By: _____
Trevor Ward
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: COURT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF
BENSON AND COCHISE COUNTY

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved as to form this ____ day of _____, 2011.

By: 
Hector M. Figueroa, Esq.
City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

This ____ day of _____, 2011.

By: _____
Adam Ambrose, Esq.
Deputy County Attorney

**COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF WILLCOX, ARIZONA
AND COCHISE COUNTY, ARIZONA**

THIS IS AN AGREEMENT, made and entered into as of the ____ day of May, 2011, by and between the County of Cochise, a body politic, [hereinafter “**COUNTY**”] and the City of Willcox, a municipal corporation [hereinafter “**CITY**”] and is approved by the County Board of Supervisors, the Willcox City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct 4, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City of Willcox Municipal Court with the Willcox Justice Court, Precinct 4, which hereinafter will be referred to as the “Consolidated Court”; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the **CITY** and the surrounding Willcox Community within Cochise County Justice Precinct Four; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to extend the existing agreement on Court Consolidation. This Agreement is premised on economic assumptions contained in Exhibit A, attached hereto, and is subject to annual adjustment as those numbers change and quarterly reimbursements pursuant to Sections VI.A and IV.F, as set forth below.

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code section 1-8-4 administrative fees and disbursements to the State of Arizona, the County and/or the City of Willcox, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations issued by the City of Willcox Department of Public Safety.
2. Transportation for incarceration of defendants appearing before the Consolidated Court as a result of a public offences occurring within the limits of the City of Willcox.
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4. Service of process as required by law for parties appearing before the Consolidated Court as a result of a public offense or long form complaint occurring within the limits of the City of Willcox.
5. Issuing, filing, and prosecuting all City Code violations for persons appearing before the Consolidated Court. Prosecution of City Code violations will be done by the City Attorney's Office.

C. In the event that the COUNTY is unable to fulfill its obligation to provide prosecution services under Section III.A.1, above, the CITY may enter into a contract with a qualified attorney, at CITY expense, minus the cost that the COUNTY would otherwise have paid to provide services of in-house counsel, for prosecution services and associated clerical support in the Consolidated Court, subject to the concurrence of the County Attorney and provided that this attorney is properly designated as a Special Deputy County Attorney in the manner required by law. If the COUNTY is unable to fulfill its obligation under Section III.A.1 and the CITY fails for any reason to timely appoint a special deputy pursuant to terms described above, the County Attorney shall enter into a contract with a qualified attorney to provide the necessary prosecution services, subject to reimbursement by the CITY of the actual costs incurred by the

H. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code, or the resignation of the Justice of the Peace followed by appointment of another individual, however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace for Justice Precinct Four as Willcox City Magistrate; and
2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

V. INDEMNIFICATION AND INSURANCE

COUNTY agrees to hold harmless CITY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expenses arising from COUNTY'S performance pursuant to this agreement. It is understood and agreed that the COUNTY may elect to self-insure against any or all of the risks enumerated in this section. The COUNTY shall provide the CITY with current insurance certificates or the evidence of coverage as appropriate.

The CITY agrees to hold harmless the COUNTY, its officers, employees and agents from all losses, suits, damages or costs of any kind, including reasonable attorney's fees, defense costs and expense arising from the CITY'S performance pursuant to this agreement. It is understood and agreed that the CITY may elect to self-insure against any or all of the risks enumerated in this section. The CITY shall provide the COUNTY with current insurance certificates or evidence of coverage as appropriate.

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on **July 1, 2011** and shall continue through **June 30, 2012**, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and the COUNTY. Thereafter, the Agreement shall be subject to renewal and renegotiation based upon changes in costs from economic assumptions contained in Exhibit A, for successive one-year terms unless terminated as provided herein. The parties shall give each other written notice of any proposed changes in costs under this Agreement at least 90 days prior to the end of any term of this Agreement.

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED:

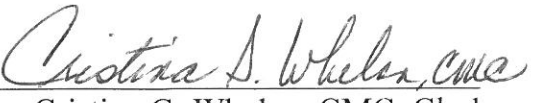
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt
Presiding Judge

COCHISE COUNTY ATTORNEY

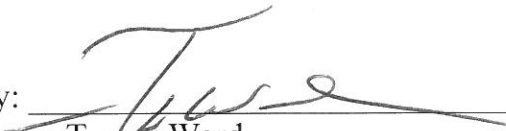
By: _____
Edward G. Rheinheimer
County Attorney

ATTEST:

By: 
Cristina G. Whelan, CMC, Clerk
City of Willcox

APPROVED:

JUSTICE COURT, PRECINCT 4
JP/CITY MAGISTRATE

By: 
Trevor Ward
JP/City Magistrate

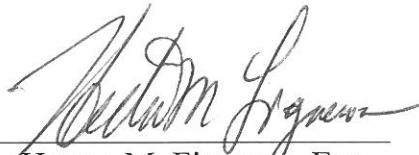
INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: COURT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF
BENSON AND COCHISE COUNTY

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved as to form this 16th day of MAY, 2011.

By: _____



Hector M. Figueroa, Esq.
City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

This _____ day of _____, 2011.

By: _____

Adam Ambrose, Esq.
Deputy County Attorney

Exhibit A

Economic assumptions concerning current costs and revenues of the Willcox Magistrate Court under the Consolidated Justice Court:

I. Revenues

From the Court (City:	\$ 84,685
From the City: (see Footnote)	\$ 87,494

Total Revenues -	\$172,179
-------------------------	------------------

II. Costs

A. Prosecution:	\$ 24,172
B. Defense:	\$ 12,665
C. Jail Costs:	\$ 51,187
D. Youth court:	No cost to county
E. Court Costs (staffing)	\$ 79,501
F. Operations:	\$ 4,654

Summary of Total Costs:	\$ 172,179
--------------------------------	-------------------

(Cost estimates do not include cost for space)

Footnote – As per the reconciliation done for January 1 through December 31, 2010 the City has a credit of \$1,666.98 to be applied as necessary in the next reconciliation.

**COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF WILLCOX, ARIZONA
AND COCHISE COUNTY, ARIZONA**

THIS IS AN AGREEMENT, made and entered into as of the ____ day of May, 2011, by and between the County of Cochise, a body politic, [hereinafter “**COUNTY**”] and the City of Willcox, a municipal corporation [hereinafter “**CITY**”] and is approved by the County Board of Supervisors, the Willcox City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct 4, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City of Willcox Municipal Court with the Willcox Justice Court, Precinct 4, which hereinafter will be referred to as the “Consolidated Court”; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the **CITY** and the surrounding Willcox Community within Cochise County Justice Precinct Four; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to extend the existing agreement on Court Consolidation. This Agreement is premised on economic assumptions contained in Exhibit A, attached hereto, and is subject to annual adjustment as those numbers change and quarterly reimbursements pursuant to Sections VI.A and IV.F, as set forth below.

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the "CONSOLIDATED COURT" and will be located at the Cochise County Services Center, Willcox Justice Court, Precinct Four, 450 S. Haskell, Willcox, Arizona 85643, or other suitable location within the Willcox area.

III. DUTIES OF THE COUNTY

A. The COUNTY will operate the Consolidated Court and will also be responsible for the performance of the following related functions:

1. Subject to terms of Section IV.C & D, below, all prosecution and defense of criminal cases which arise under the Arizona Revised Statutes, where the offense is committed on or after the effective date of this Agreement, and during the existence of this Agreement, so long as the County Attorney is able to staff with a qualified attorney the position designated for assignment to that court.
2. Transportation and incarceration of defendants appearing before the Consolidated Court as a result of citations issued within the CITY by the Cochise County Sheriff's Department ["CCSO"], and the Arizona Department of Public Safety ["ADPS"].
3. Service of process as required by law for parties appearing before the Consolidated Court as a result of citations or long form complaints issued by the CCSO, and ADPS.
4. Service of process as required by law for parties appearing before the Consolidated Court for all Orders of Protection, Injunctions Against Harassment and other civil matters.
5. Issuance of Search Warrants, Civil and Criminal Arrest Warrants as required or authorized by law or by Court rules for parties appearing before the Consolidated Court.

B. The COUNTY shall assume jurisdiction over any pending Willcox Municipal Court cases and Magistrate files that have not been adjudicated or closed as of the date of consolidation. Additionally, the COUNTY shall assume jurisdiction over all new case filings as of the date of July 1, 2008. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code section 1-8-4 administrative fees and disbursements to the State of Arizona, the County and/or the City of Willcox, as may be required by law, the State of Arizona and the Arizona Supreme Court.

IV. DUTIES OF CITY

A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

1. Transportation for incarceration of defendants appearing before the Consolidated Court as a result of citations issued by the City of Willcox Department of Public Safety.
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C. In the event that the COUNTY is unable to fulfill its obligation to provide prosecution services under Section III.A.1, above, the CITY may enter into a contract with a qualified attorney, at CITY expense, minus the cost that the COUNTY would otherwise have paid to provide services of in-house counsel, for prosecution services and associated clerical support in the Consolidated Court, subject to the concurrence of the County Attorney and provided that this attorney is properly designated as a Special Deputy County Attorney in the manner required by law. If the COUNTY is unable to fulfill its obligation under Section III.A.1 and the CITY fails for any reason to timely appoint a special deputy pursuant to terms described above, the County Attorney shall enter into a contract with a qualified attorney to provide the necessary prosecution services, subject to reimbursement by the CITY of the actual costs incurred by the

COUNTY, minus the cost that the COUNTY would otherwise have paid to provide services of in-house counsel, as contemplated by assumptions contained in Exhibit A.

D. In the event that the COUNTY is unable to fulfill its obligation to provide indigent defense services under Section III.A.1, above, the CITY may enter into a contract with a qualified attorney, at CITY expense, minus the cost that the COUNTY would otherwise have paid to provide services of in-house counsel, for prosecution services and associated clerical support in the Consolidated Court, subject to the concurrence of the County Attorney and provided that this attorney is properly designated as a Special Deputy County Attorney in the manner required by law. If the COUNTY is unable to fulfill its obligation under Section III.A.1 and the CITY fails for any reason to timely appoint a special deputy pursuant to terms described above, the County Attorney shall enter into a contract with a qualified attorney to provide the necessary prosecution services, subject to reimbursement by the CITY of the actual costs incurred by the COUNTY, minus the cost that the COUNTY would otherwise have paid to provide services of in-house counsel, as contemplated by assumptions contained in Exhibit A.

E. The CITY understands and agrees that, in consideration of the COUNTY's operation of the consolidated court, the COUNTY shall be entitled to any and all fines, fees or other similar revenues for civil or criminal misdemeanor cases arising within the boundaries of the Justice Court for Precinct IV, after the effective date of this Agreement, which are within the jurisdiction of Justice Court Precinct or the Willcox Magistrate Court, including those cases arising within the corporate limits of the City of Willcox.

F. The CITY shall reimburse the COUNTY for the balance of the difference between costs and revenues for the previous calendar year, as reflected in Exhibit A. Said reimbursement shall be adjusted annually, on the anniversary of the effective date of this Agreement, as salaries, benefits and other court costs and revenues change. By April 1 of each calendar year, the Cochise County Court Administration shall provide revised revenue and cost figures for the Court for the previous calendar year. By May 1 of each calendar year the COUNTY shall revise Exhibit A and the reimbursement required of the CITY under this Paragraph for the next fiscal year, starting on July 1 of that calendar year, based upon cost and revenue figures for the previous calendar year. Said revision shall be subject to approval of both the City Council and the County Board of Supervisors. The CITY shall reimburse the COUNTY on a quarterly basis.

G. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 8-823, *et seq.* and the Willcox City Code, Title 1, Chapter 8, Section 1-8-1 for a term of two (2) years, and to establish the compensation for the appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

H. The CITY shall have sole authority to renew such appointment or make a new appointment as may be required by the election of a new Justice of the Peace, applicable City Code, or the resignation of the Justice of the Peace followed by appointment of another individual, however, as a condition precedent to the COUNTY's obligation to provide services with respect to City Ordinance enforcement pursuant to this Agreement, the CITY shall:

1. Appoint the Justice of the Peace for Justice Precinct Four as Willcox City Magistrate; and
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VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on **July 1, 2011** and shall continue through **June 30, 2012**, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and the COUNTY. Thereafter, the Agreement shall be subject to renewal and renegotiation based upon changes in costs from economic assumptions contained in Exhibit A, for successive one-year terms unless terminated as provided herein. The parties shall give each other written notice of any proposed changes in costs under this Agreement at least 90 days prior to the end of any term of this Agreement.

B. Either party may terminate this Agreement as of the end of the initial contract term or any renewal, upon written notice to the other party no less than 180 days prior to expiration of the current term

C. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated herewith by reference.

D. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination of this Agreement, any property supplied by the CITY pursuant to this agreement shall be and remain the property of the CITY. Any property acquired through the use of JCEF funds will be handled in accordance with JCEF policies and procedures. The parties agree to the transfer of ownership of digital recording equipment and any computers or other related hardware and software supplied to the Magistrate Court by the Arizona Supreme Court to the COUNTY for utilization by the Consolidated Court for utilization by Consolidated Court personnel under terms of this Agreement, and to the return of said property to the CITY upon termination of this Agreement, unless the parties agree otherwise at that time. Any property owned or purchased by the COUNTY, which is used to provide services pursuant to this Agreement, shall be and remains property of the COUNTY.

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall break any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

Both parties shall comply with (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101336, 42 U.S.C. §§ 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

Before the Agreement shall become effective and binding upon the parties, it must be approved by the COUNTY Board of Supervisors and the CITY Council, and then filed with the Cochise County Recorder. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the ____ day of _____, 2011.

APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF WILLCOX:

By: _____
Patrick G. Call
Chairman

By: Gerald W. Lindsey
Gerald W. Lindsey
Mayor

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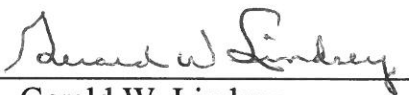
APPROVED:

APPROVED:

COUNTY OF COCHISE:

CITY OF WILLCOX:

By: _____
Patrick G. Call
Chairman

By: _____
Gerald W. Lindsey
Mayor

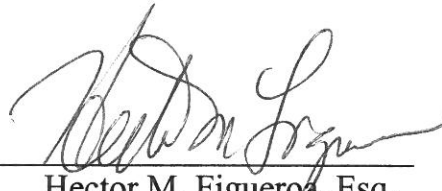
INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: COURT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF
BENSON AND COCHISE COUNTY

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City Attorney who has determined that it is in appropriate form and is within the powers and authority granted to the City of Willcox, Cochise County, Arizona.

Approved as to form this 16th day of MAY, 2011.

By: _____



Hector M. Figueroa, Esq.
City Attorney

In accordance with A.R.S. § 11-952 this Agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the County of Cochise.

This _____ day of _____, 2011.

By: _____

Adam Ambrose, Esq.
Deputy County Attorney

**COURT CONSOLIDATION AGREEMENT
BY AND BETWEEN
THE CITY OF WILLCOX, ARIZONA
AND COCHISE COUNTY, ARIZONA**

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RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City of Willcox Municipal Court with the Willcox Justice Court, Precinct 4, which hereinafter will be referred to as the “Consolidated Court”; and

WHEREAS, such court consolidation provides a coordinated judicial system to provide cost effective services at a centralized location to the residents of the **CITY** and the surrounding Willcox Community within Cochise County Justice Precinct Four; and

WHEREAS, the **COUNTY** and the **CITY** are authorized and empowered to enter into an Intergovernmental Agreement for this purpose pursuant to A.R.S. §§ 11-951 *et seq.*, 11-952, 22-101 *et seq.*, and 22-402,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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C. The Consolidated Court shall be responsible for the collection of fees, fines, surcharges, City Code section 1-8-4 administrative fees and disbursements to the State of Arizona, the County and/or the City of Willcox, as may be required by law, the State of Arizona and the Arizona Supreme Court.

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A. The CITY shall cause all cases which would otherwise be processed in the City Magistrate Court to be referred to and filed with the Consolidated Court, which shall assume original jurisdiction over these matters.

B. The CITY understands and agrees that, in consideration of the COUNTY'S operation of the Consolidated Court, the CITY shall be responsible for performance of the following related functions.

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1. Appoint the Justice of the Peace for Justice Precinct Four as Willcox City Magistrate; and
2. Renew such appointment or make a new appointment in accord with Subparagraph 1, above, as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual, or otherwise.

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VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on **July 1, 2011** and shall continue through **June 30, 2012**, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and the COUNTY. Thereafter, the Agreement shall be subject to renewal and renegotiation based upon changes in costs from economic assumptions contained in Exhibit A, for successive one-year terms unless terminated as provided herein. The parties shall give each other written notice of any proposed changes in costs under this Agreement at least 90 days prior to the end of any term of this Agreement.

CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2011-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE COURT CONSOLIDATION AGREEMENT ONE YEAR EXTENSION BETWEEN THE CITY OF WILLCOX ["CITY"] AND COCHISE COUNTY ["COUNTY"], AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION AND THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the COUNTY and the CITY are authorized and empowered to enter into Intergovernmental Agreements pursuant to A.R.S. Sections 11-951 et seq., 11-952 et seq., and 22-402 et seq.; and

WHEREAS, the CITY is authorized pursuant to A.R.S. Sec. 22-402[C] to establish a municipal court or, in lieu of establishing or maintaining a municipal court, may enter into an Intergovernmental Agreement with the COUNTY and the Willcox Justice Court to provide the services of a municipal court, including the jurisdiction of all cases arising under the City Code and Ordinances of the city; and

WHEREAS, the COUNTY and the CITY have determined that it is mutually beneficial to continue the Court Consolidation Agreement **One Year Extension** for FY2011-2012 pursuant to authority granted in Section VI of that Agreement; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona has determined that it is in the best interest of the City and its citizens to approve and adopt the Court Consolidation Agreement One Year Extension for FY2011-2012 as presented; and

WHEREAS, the Mayor and Council and the County Board of Supervisors desire to have this item presented to the Willcox City Council at the next Council Meeting on May 16th, 2011; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City of Willcox, Cochise County, Arizona, that an emergency be declared to exist to assure timely Consolidated Court Services beginning July 1, 2011, and that this Resolution be effective immediately upon its passage and adoption.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Willcox, Cochise County, Arizona, formally approving and adopting a **One Year Extension**, authorizing the Mayor to execute this Resolution and the Court Consolidation Agreement and directing City staff to take necessary action to carry out the terms of the Agreement.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Demands & Operating Transfers

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

**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.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Award of Bid - Two (2) Hook Lift Systems

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

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 award of Invitation for Bids (IFB) No. 11-50-HFM-04 to Western Truck Equipment Company for the purchase and installation of two (2) Hook Lift Systems for roll-off trucks for the Heavy Fleet Management Department in the amount of \$95,705.27 including tax.

Background:

IFB No. 11-50-HFM-04 was released on May 10, 2011. The bid was advertised in the San Pedro Valley News May 18-25, 2011 and posted on the County website. Bid notices were mailed to 20 vendors. Four bids were received prior to the bid closing date and time of June 9, 2011 at 4:00 p.m. A bid tabulation is attached which references Western Truck Equipment Company as the lowest responsive and responsible bidder meeting all the requirements of the bid. These units are for the Solid Waste Department. One unit is a replacement for an old unit going out of service. The second unit is for an additional roll-off truck being added to the fleet and approved by the County Administrator.

Department's Next Steps (if approved):

Issue purchase order, inspect vehicles upon delivery

Impact of NOT Approving/Alternatives:

The impact of not approving would result in having to retain current vehicles that have reached their life cycle resulting in a significant increase in maintenance and repair cost.

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):

The Heavy Fleet Management Department has budgeted for this expenditure in FY 2011-12 in fund line 600-1720-1730-454.150 from the Solid Waste replacement fund.

Attachments

Bid Tabulation

COCHISE COUNTY

PROCUREMENT DEPARTMENT

BID TABULATION

IFB - 11-50-HFM-04 Hook Lift System, Furnish & Install

DUE DATE: 6/9/2011

BUYER: Terry Hudson

Western Truck
Equip. Phoenix, AZ

Valley Truck &
Trailer, Glendale,
AZ

Utility Crane &
Equip. Phoenix, AZ

Norwood Equip
Co. Phoenix, AZ

Bid Item 1. Furnish & Install Hook Lift System, 2 ea.

\$43,781.00 ea.

\$49,653.00 ea.

\$53,330.42 ea.

\$58,600.00 ea.

Regular Board of Supervisors Meeting

Date: 07/12/2011

HIDTA Grant HT-21-11-0513

Submitted By: Rod Rothrock, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

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 an Intergovernmental Agreement between the City of Tucson and the Cochise County Sheriff's Office for a High Intensity Drug Trafficking Area (HIDTA) grant, No. HT-21-11-0513, for a term of January 1, 2011 to December 31, 2012, providing \$375,403.00 in salary, fringe benefit, and overtime funding for the Sheriff's Office personnel assigned to the Border Alliance Group (BAG).

Background:

This grant is a recurring event and is one of the major grants that provides funding for the Border Alliance Group (BAG) narcotics enforcement task force. This grant funds the salary, ERE and overtime of personnel assigned to BAG. There are no matching funds associated with this grant. Although the original agreement establishes a spending ceiling of \$157,669.26,, also attached is a Grant Agreement Adjustment Notice, dated June 7, 2011, which removes the spending ceiling and re-sets the grant amount at \$375,403.00.

Department's Next Steps (if approved):

Border Alliance Group operations will continue as planned, assuming that the grant is approved.

Impact of NOT Approving/Alternatives:

If the grant is not approved, those personnel whose salaries, etc., are paid by the grant will need to be paid by the County general fund, or another funding source will need to be located to fulfill that obligation.

To BOS Staff: Document Disposition/Follow-Up:

After completion please return both original copies of the agreement to the Sheriff's Office so that they can be forwarded to the City of Tucson.

Attachments

HIDTA Grant



CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number **HT21-11-0513**

This Grant Agreement is made this 1ST day of January 2011 by and between the CITY OF TUCSON hereinafter called "CITY" and COCHISE COUNTY, through **Cochise County Sheriff's Office** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE;

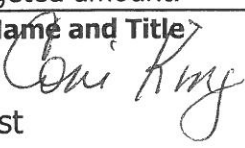
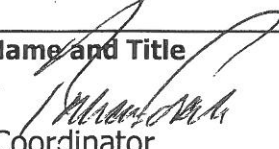
NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2011 and terminate on December 31, 2012. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within ONDCP guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Cochise County Border Alliance Group (CCBAG)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice, which identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps, which are being taken to correct the problem, the CITY may suspend funding, permanently terminate this Agreement and/or revoke the grant. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Financial Analyst

**CITY OF TUCSON
GRANT AGREEMENT
ADJUSTMENT NOTICE**

Grantee Name and Address: Cochise County Sheriff's Office 205 N. Judd Dr Bisbee, AZ 85603		Grant Number: HT21-11-0513 Initiative Name : Cochise County Border Alliance Group (CCBAG), CCBAG	
Date: 6/7/2011		Prepared By: Coni King	
Project Title: High Intensity Drug Trafficking Area - Cycle 21		Adjustment Number: Supplement 1	
Adjusted Grant Award Amount			
Original Grant Award Amount:		\$ 375,403.00	
Grant Award Adjustment:		-	
Adjusted Grant Award Amount:		\$ 375,403.00	
Adjusted Grant Period			
FROM Original Grant Period Ending 1/1/2010		TO Extended Grant Period Ending Date: 12/31/2012	
Budget Adjustment			
FROM Original Budget:		TO Adjusted Budget:	
	Amount		Amount
Personnel	202,397.00	Personnel	\$ 202,397.00
ERE	96,560.00	ERE	\$ 96,560.00
Overtime	76,446.00	Overtime	\$ 76,446.00
Travel	-	Travel	\$ -
Facilities	-	Facilities	\$ -
Services	-	Services	\$ -
Equipment	-	Equipment	\$ -
Supplies	-	Supplies	\$ -
Other	-	Other	\$ -
Total: \$ 375,403.00		Total: \$ 375,403.00	
Other Adjustments and Information			
Supplement 1 - Spending ceiling of 42% removed on May 27, 2011. Current spending budget is 100% of original budgeted amount.			
Prepared By: Name and Title Coni King  Finance Analyst		Approved By: Name and Title Richard Prater  Management Coordinator	

☐ logged in grant worksheet

B. If to the GRANTEE:

**Cochise County Sheriff's Office
205 N. Judd Dr
Bisbee, AZ 85603
Attn: Cochise County Board of Supervisors**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the Office of National Drug Control Policy (ONDCP) in accordance with HIDTA Program Policy and Budget Guidance.
6. Consistent with Public Law 111-322, the Continuing Appropriations Act, 2011, this agreement provides a total budget and spending ceiling of 42%. Accordingly, the total of all budgets cannot exceed **\$157,669.26**. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budgeted requirements; however, additional funding cannot be made available until enacted through public law.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$202,397.00
Fringe Benefits	\$96,560.00
Overtime	\$76,446.00
Travel	\$.00
Facilities	\$.00
Services	\$.00
Operating Expenses:	
Supplies	\$.00
Other	\$.00
Equipment (listed below)	\$.00
TOTAL	\$375,403.00
See attached for budget detail.	
SPENDING CEILING (42% of total budget)	\$157,669.26

7. It is agreed and understood that the total to be paid by the CITY under this Agreement shall not exceed **\$157,669.26** in Federal funds awarded to the CITY by the Office of National Drug Control Policy. It is agreed and understood that funds will be used to support and enhance activities in accordance with the approved HIDTA Initiative.
8. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
9. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

11. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

12. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
13. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
14. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that use HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

15. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

16. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
17. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

18. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

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

19. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
20. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
21. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *Excluded Parties Listing System* <http://epls.arnet.gov>
22. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
23. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
24. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
25. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
26. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

27. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
28. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
29. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
30. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

31. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
32. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
33. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
34. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
35. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
36. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
37. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
38. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

39. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
40. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
41. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
42. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.
43. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

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

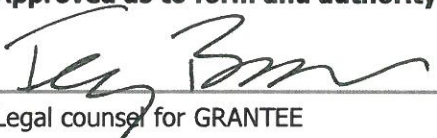
FOR GRANTEE:

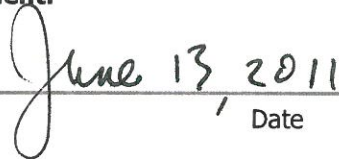
Cochise County Board of Supervisors
Date

Printed Name and Title

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

Approved as to form and authority to enter into Agreement:


Legal counsel for GRANTEE


Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

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

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

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

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

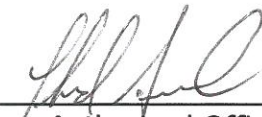
CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT21-11-0513

Date: 06-08-11

Signature: _____


Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assume name of informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Line of Credit

Submitted By: Arlethe Rios, Board of Supervisors

Department: County Treasurer

Presentation: No A/V Presentation

Document Signatures:

NAME n/a

of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a

of PRESENTER:

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

Agenda Item Text:

Approve establishing a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the county.

Background:

Cochise County Treasurer maintains lines of credit on behalf of Cochise County with the County's servicing bank. The Board of Supervisors may enter into agreements with a financial institution authorized to do business in this state for the purpose of obtaining a separate and distinct revolving line of credit for the county and each individual political subdivision of the county for the current fiscal year to pay the lawful claims and obligations of the political subdivision until sufficient monies for payment from property taxes and other non-restricted revenues are received by the treasurer.

Department's Next Steps (if approved):

If approved by BOS, Chairman to sign attached letter.

Impact of NOT Approving/Alternatives:

There will be no line of credit established for the county.

To BOS Staff: Document Disposition/Follow-Up:

When signed, file copy and also provide copy to Treasurer's. Mail original to Chase Bank.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Amendment #3 to Contract DE111004001 (WIB)

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME NA
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE NA
of PRESENTER:

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

Agenda Item Text:

Approve Amendment #3 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

Background:

Programs through the Department of Labor contracts and funds come from the DOL to the State. Cochise County Workforce Development, Inc. (CCWD) works with Adult, Youth, Dislocated Worker and Rapid Response training programs in Cochise County. CCWD is reimbursed for their allowable expense through DOL and the State. This Intergovernmental Agreement is for the term of April 1, 2010 to August 31, 2015. The contract reimbursement maximum for all services provided during the term of the contract and/or for the term specified above shall be \$1,833,729. Cochise County acts as a pass through; there is no fiscal impact to Cochise County.

Department's Next Steps (if approved):

Review and sign the four copies of the Intergovernmental Agreement so that once expenses have been submitted to the State for reimbursement, the State WIA funds (only up to the contract limit) can be wired to Cochise County and passed to Cochise County Workforce Development Inc. in order to cover expenses.

Impact of NOT Approving/Alternatives:

Funds would not be available for the program.

To BOS Staff: Document Disposition/Follow-Up:

The documents should be mailed to: Cochise County Workforce Development Inc., 900 Carmelita Drive, Sierra Vista, AZ 85635, Attn: Michelle Hughes.

Attachments

WIB_Contract_DE111004-001_Amendment3

WIB_Contract_DE111004-001_Attachment H

Intergovernmental Agreement CONTRACT AMENDMENT

1. CONTRACTOR (<i>Name and address</i>) Cochise County 1843 Paseo San Luis Sierra Vista AZ 85636	2. CONTRACT ID NUMBER DE111004-001 3. AMENDMENT NUMBER 3
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT Section 3.1 is amended to read: The term of this Agreement shall have an effective date of April 1, 2010 and shall end on August 31, 2015, unless otherwise agreed upon by both parties in writing. Section 6.2 is amended to read: See Attachment H - Allocation by Program & Fiscal Year for the available funds under this contract. Section 6.3 is amended to read: The Contractor agrees that Pursuant to 20 CFR 667.107 Funds allocated by a State to a local area under subpart-A sections 128(b) and 133(b), for any Program year are available for expenditure only during that program year and the succeeding program year. Funds which are not expended by a local area in the two-year period, described in paragraph (b)(1) of section 128 (b) and 133(b) of the Federal Register shall be returned to the State. Funds so returned are available for expenditure by State and local recipients and sub-recipients only during the third program year of availability. These funds may be used for statewide projects, or distributed to other local areas, which had fully expended their allocation of funds for the same program year with the two-year period. See Attachment H - Allocation by Program & Fiscal Year for the period of availability by Program & Fiscal Year for funds allocated under this contract. Section 7.0 is amended to read: Program eligibility will be conducted on each applicant prior to the provision of services. Eligibility will include determination of family size, family income for the previous six-month period, educational status, and identification of any barriers or issues that impact attaining and/or retaining employment. Services shall comply with the Workforce Investment Act of 1998 as amended and applicable federal and state regulations. Services provided to adults and dislocated workers, as appropriate to meet the individual's needs, may include any of the following: Section 7.7 is amended to read: The expenditures for all programs will comply with Office of Management and Budget (OMB) Circular A-87 for governmental entities: Public Law, 105-220 of the 105th Congress described as the Workforce Investment Act of 1998 and Federal and State regulations and guidelines under the WIA Title, 1-B Federal grant. Section 8 is amended to add Section 8.2.5 as follows: 8.2.5 If the Contractor chooses to "transfer" funds between the Adult and Dislocated Worker funding streams, the Contractor shall send written notice to the contact in section 9.5 detailing the amount of funds which will be transferred and from which funding source the transfer will occur. Section 12.4 is amended to read: The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment over \$5,000.00 with WIA funds. Property records must include: a. Asset Number b. Item Description c. Manufacturer d. Serial Number e. Acquisition Date f. Physical Location	

- g. Total Item Cost
- h. WIA Contract Cost
- i. Inventory Date

The Contractor and/or service providers are required to submit an inventory report for all property leased/purchased with WIA funds costing more than \$2,000.00 to the EA/WIA Section, Fiscal Manager by August 1 of each year.

Section 48 is amended to add Section 48.1.8 as follows:
48.1.8 Attachment H - Allocation by Program and Fiscal Year.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7.
ARIZONA DEPARTMENT OF ECONOMIC SECURITY

8. NAME OF CONTRACTOR
Cochise County Board of Supervisors

SIGNATURE OF AUTHORIZED INDIVIDUAL

SIGNATURE OF AUTHORIZED INDIVIDUAL

TYPED NAME

TYPED NAME

TITLE

TITLE

DATE

DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

BY:

BY:

ASSISTANT ATTORNEY GENERAL

PUBLIC AGENCY LEGAL COUNSEL

DATE:

DATE:

Attachment H - Allocation by Program and Fiscal Year

COCHISE COUNTY

DE111004-001

PY/FY	Year	Program	Amount	Start Date	End Date	Final Report Submission Deadline
PY	2010	ADMIN	\$ 39,315.00	4/1/2010	6/30/2012	8/15/2012
FY	2011	ADMIN	\$ 43,160.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	YOUTH	\$ 242,011.00	4/1/2010	6/30/2012	8/15/2012
PY	2010	ADULT	\$ 43,442.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	ADULT	\$ 206,801.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	DW	\$ 68,379.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	DW	\$ 181,635.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	RR	\$ 10,029.00	7/1/2010	6/30/2012	8/15/2012
FY	2011	RR	\$ 26,640.00	10/1/2010	6/30/2012	8/15/2012
PY	2010	SAS	\$ 54,049.00	7/1/2010	6/30/2013	8/15/2013
PY	2011	AD ADMIN	\$ 2,277.00	7/1/2011	6/30/2013	8/15/2013
PY	2011	YT ADMIN	\$ 28,508.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	DW ADMIN	\$ 5,762.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	AD ADMIN	\$ 27,681.00	10/1/2011	6/30/2013	8/15/2013
FY	2012	DW ADMIN	\$ 24,405.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	YOUTH	\$ 256,575.00	4/1/2011	6/30/2013	8/15/2013
PY	2011	ADULT	\$ 20,491.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	ADULT	\$ 249,131.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	DW	\$ 51,856.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	DW	\$ 219,641.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 6,101.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 25,840.00	10/1/2011	6/30/2013	8/15/2013

Attachment H - Allocation by Program and Fiscal Year

COCHISE COUNTY

DE111004-001

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FY	2012	DW	\$ 219,641.00	10/1/2011	6/30/2013	8/15/2013
PY	2011	RR	\$ 6,101.00	7/1/2011	6/30/2013	8/15/2013
FY	2012	RR	\$ 25,840.00	10/1/2011	6/30/2013	8/15/2013

Regular Board of Supervisors Meeting

Date: 07/12/2011

Airstrip Road maintenance revisions and land exchange

Submitted By: Terry Couchenour, Community Development

Department: Community Development

Division:

Right of Way

Presentation: PowerPoint

Recommendation:

Approve

Document Signatures: BOS Signature Required

of ORIGINALS
Submitted for Signature:

3

NAME
of PRESENTER: Carlos De La TorreTITLE
of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?: ARS 11-251(4), 11-251(44), 28-7203

Docket Number (if applicable):

Agenda Item Text:

Adopt Resolution 11-28, authorizing amendments to the Cochise County Maintained Road System and associated maps, and the exchange of rights-of-way for Airstrip Road in the Bowie area.

Background:

Airstrip Road in Bowie is a historic County maintained road and prior to the 1950's served as the main route from Central Avenue to Graham County along the alignment now known as Sand Storm Lane. After the 1950's Airstrip Road served as access to the County operated Bowie airstrip. In 1990 the County vacated the airstrip per Resolution 90-95 and from that point on the road serves as access for neighboring properties including the Bowie school, an SSVEC substation, and an orchard assessed to Mark Cook.

While there is dedicated neighboring right-of-way, this historic route traverses diagonally through a privately owned parcel, APN 302-11-040. In November of 2010 a request was received by the department stating that Airstrip Road was fenced, blocking traffic from traversing through APN 302-11-040. This action prompted several encroachment enforcement letters and discussions with the property owner of APN 302-11-040, Ms. Pamela Laird.

Ms. Laird has children and is concerned about the heavy traffic that cuts through her property which includes large equipment necessary for the neighboring orchard. The current alignment of the road is through what would be her yard, a few feet away from the residence.

In the effort to minimize potential conflicts for the road and due to the lack of dedicated right-of-way for the historical alignment, the department explored the option of re-aligning the road into the dedicated right-of-way. The adjacent right-of-way is 60 feet wide to the south and 40 feet wide to the east of the property and was littered with debris from previous property owner(s). The boundaries of the right-of-way were staked and it was determined that the corner of an existing hangar, assessed to Ms. Laird, is approximately 7 feet inside of the dedicated right-of-way. In order to accomplish the re-alignment Ms. Laird worked with the department to clear the debris. Further Ms. Laird has agreed to dedicate a portion of her property in order to allow for a widened curve in exchange for the land occupied by the hangar. The portion of the right-of-way occupied by the hangar is unnecessary for road use and if vacated the remaining 50' in width is adequate for a re-alignment of the road.

Regarding proposed future maintenance of the road, the right-of-way for the re-alignment was dedicated in 1915, and based upon available information the road was open prior to 1975. Therefore the re-aligned portion could remain a primitive road and there would be no change in the cost of maintenance between the old alignment and the new alignment. Further the re-alignment would lie within a known dedicated right-of-way for County maintenance. For that portion of the road north of Substation Road, there is no foreseeable need for County maintenance on this portion of State Trust Land. There is one address point off of this portion of the road and it is assigned to the vacated airstrip. The department contacted the property owner to the north of the end of the road, Dick Eastman, and he stated that he does not use the road and has fenced off the southern boundary of his property.

In as much as there are limited resources for road maintenance, that portion north of Substation Road no longer serves a County airstrip, and re-alignment of the southern portion would solve a potential conflict, this department recommends adoption of the attached resolution.

Department's Next Steps (if approved):

Upon approval and subsequent recording, staff will forward copies of the recorded action to Ms. Laird, and update the maintenance maps to reflect the revision for maintenance activities.

Impact of NOT Approving/Alternatives:

If the action is not approved the physical conditions will remain as they are today. A portion of Airstrip Road will cross private property where right-of-way is not perfected, a hangar will be within the unnecessary portion of the right-of-way, and maintenance will continue an additional 1,700 feet to the vacated airstrip.

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:  Funds Available:  Adjustment: Amount Available: n/aUnbudgeted:  Funds NOT Available:  Amendment:

Account Code(s) for Available Funds

1: n/a

Fund Transfers

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

Fiscal Impact & Funding Sources
(if known):

There would be no significant increase to maintaining the re-aligned portion due to the primitive status and there would be minimal savings to deleting the northern portion from maintenance.

Attachments

[265_PowerPointForAirstripRoad](#)[Executive summary](#)[Executive summary map 1 of 2](#)[Executive summary map 2 of 2](#)[Resolution](#)[Deed from property owner to County](#)[Deed from County to property owner](#)[Location map](#)[Public notice](#)



Airstrip Road Maintenance revisions and land exchange

July 12, 2011



LOCATION MAP

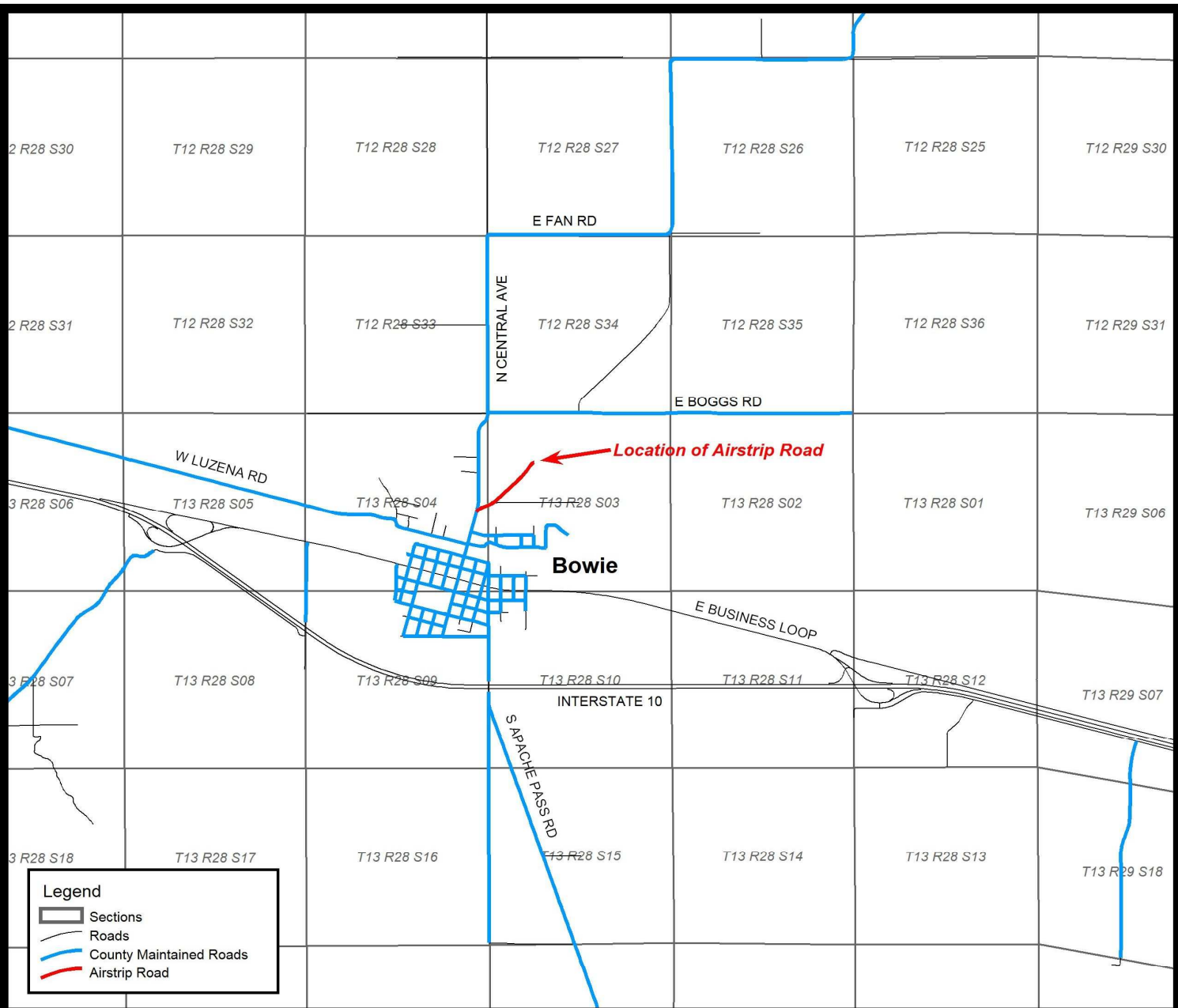
Proposed maintenance revisions and exchange of land for Airstrip Road in Bowie

Located within Sections 3 & 4 Township 13 South Range 28 East G.&S.R.M.

This map is a product of the Cochise County GIS

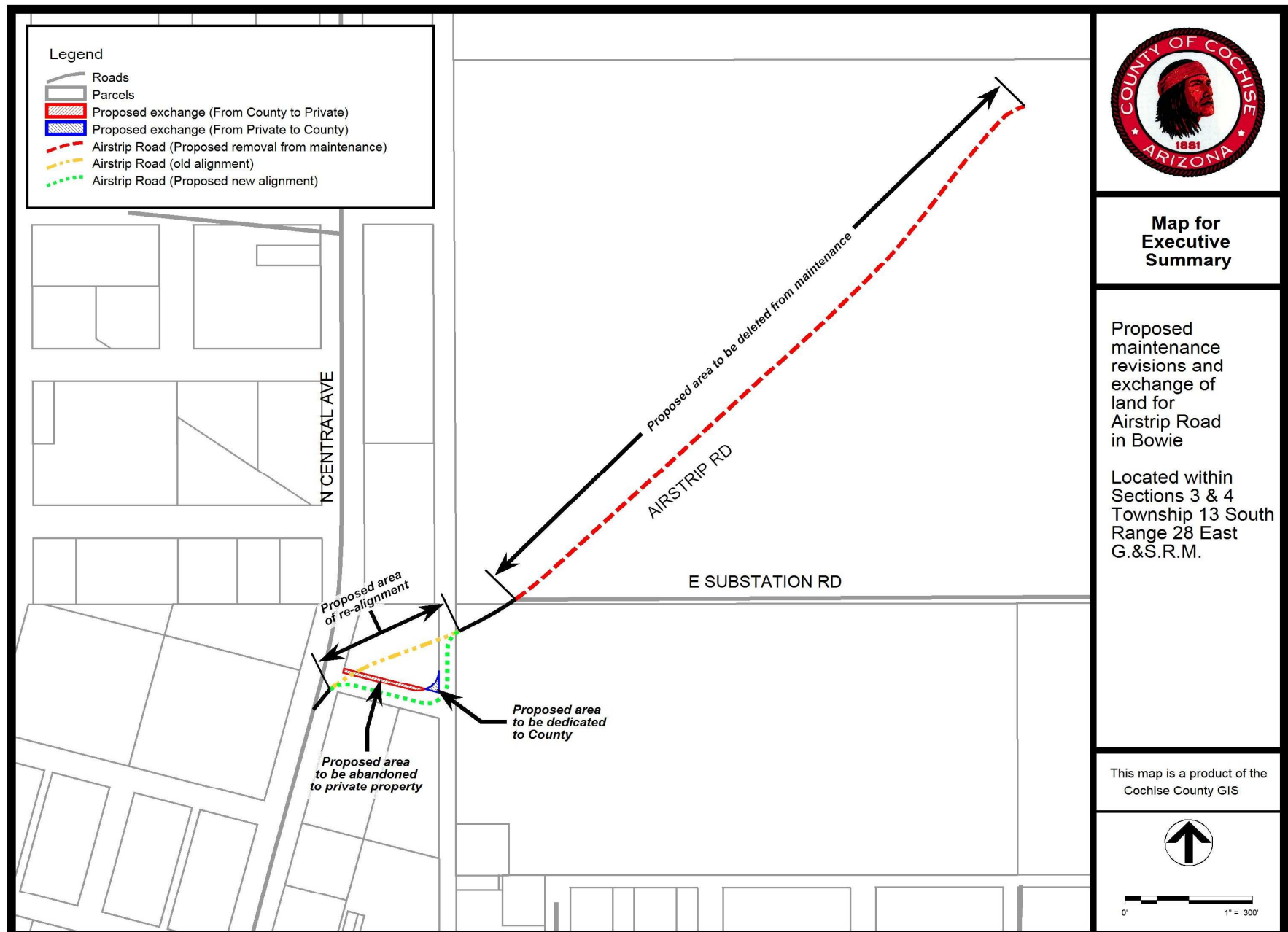


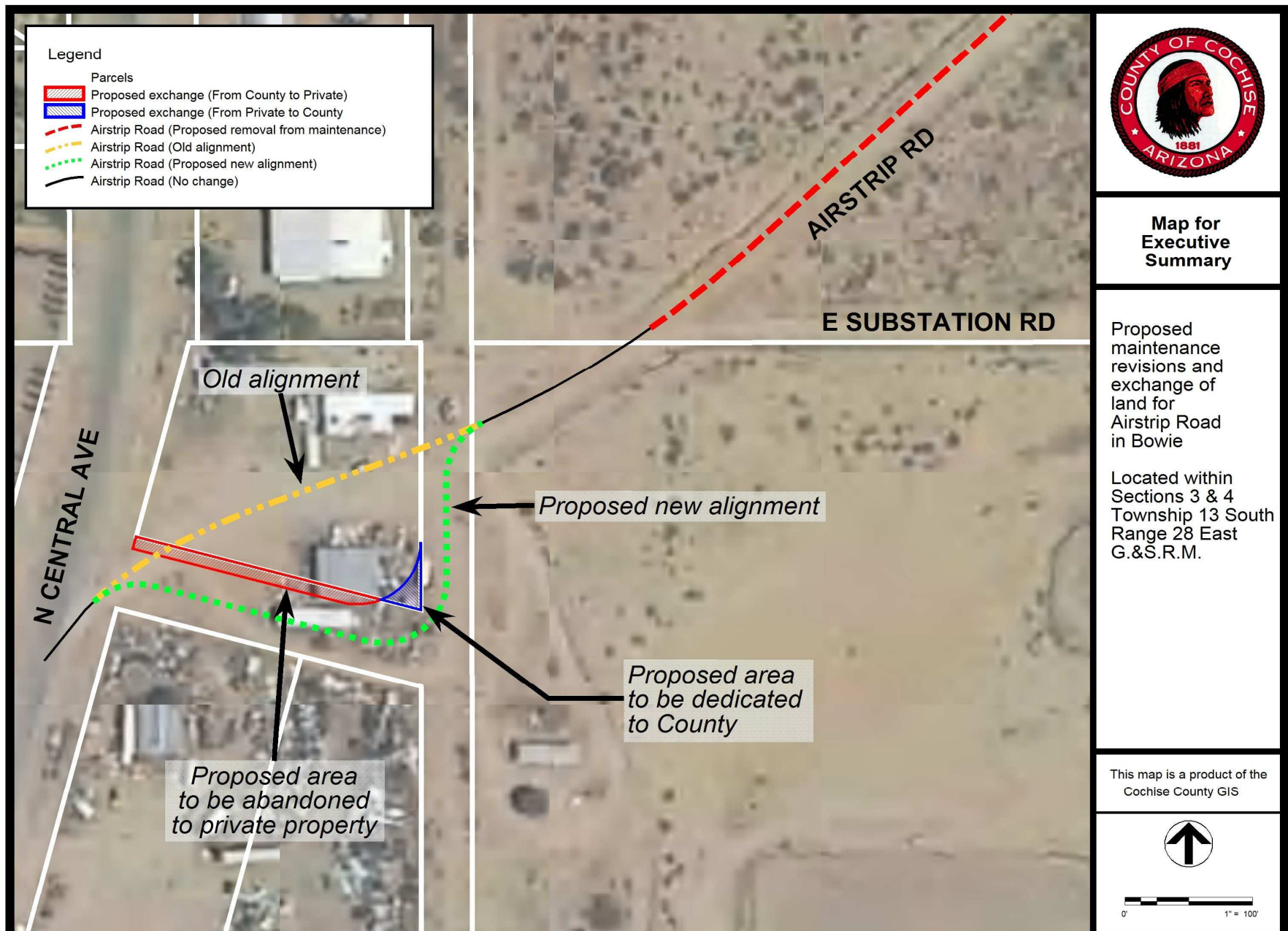
0' 1" = 4000'



Legend

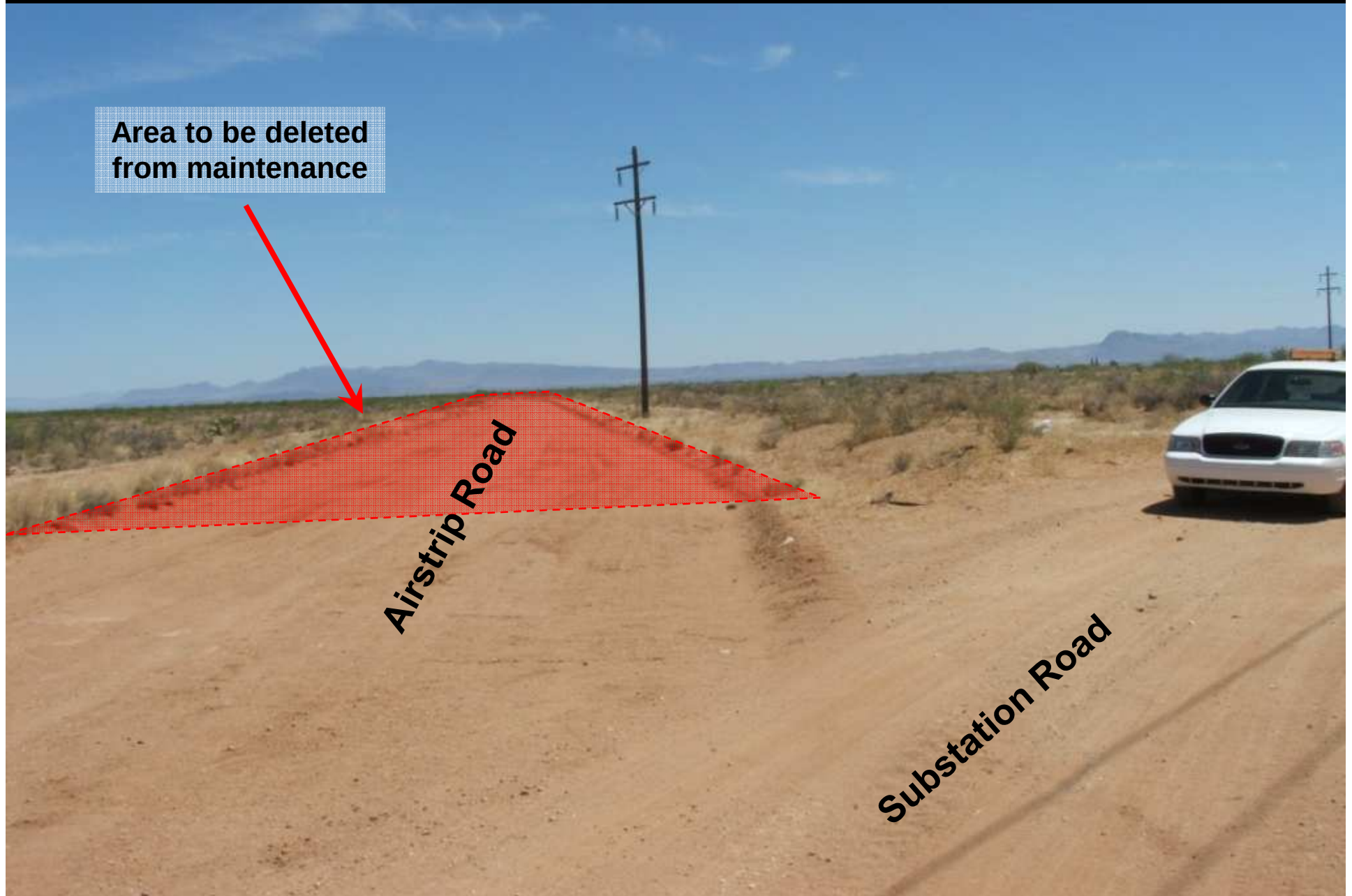
- Sections
- Roads
- County Maintained Roads
- Airstrip Road





Maintenance Deletion

At intersection of Substation Road and Airstrip Road (Southern termini) looking Northeast



Maintenance Deletion

At Northern termini looking Southwest



Re-alignment

Old alignment of Airstrip Road. At intersection of Central Avenue looking Northeast



Re-alignment

Proposed new alignment. At intersection of Central Avenue looking East.



Re-alignment

Proposed new alignment. At intersection of Substation Road looking South.



Land Exchange

At Southeast corner of Laird property looking West.



Land Exchange

At Southeast corner of Laird property looking North.





COCHISE COUNTY

HIGHWAY AND FLOODPLAIN DEPARTMENT

MEMORANDUM



MAKING IT BETTER

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

DATE: May 19, 2011

TO: Board of Supervisors

THRU: Carlos De La Torre, Director

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

SUBJECT: **Resolution 11-__, Amendments to County maintenance and exchange of right-of-way for Airstrip Road in Bowie**

Recommendation:

This department recommends adoption of the accompanying resolution authorizing the deletion of approximately 1,700 feet of County maintenance, the re-alignment of approximately 450 feet of County maintenance, and the exchange of public right-of-way for Airstrip Road. Please see attached maps.

Background (Brief):

Airstrip Road in Bowie is a historic County maintained road and prior to the 1950's served as the main route from Central Avenue to Graham County along the alignment now known as Sand Storm Lane. After the 1950's Airstrip Road served as access to the County operated Bowie airstrip. In 1990 the County vacated the airstrip per Resolution 90-95 and from that point on the road serves as access for neighboring properties including the Bowie school, an SSVEC substation, and an orchard assessed to Mark Cook.

While there is dedicated neighboring right-of-way, this historic route traverses diagonally through a privately owned parcel, APN 302-11-040. In November of 2010 a request was received by the department stating that Airstrip Road was fenced, blocking traffic from traversing through APN 302-11-040. This action prompted several encroachment enforcement letters and discussions with the property owner of APN 302-11-040, Ms. Pamela Laird.

Ms. Laird has children and is concerned about the heavy traffic that cuts through her property which includes large equipment necessary for the neighboring orchard. The current alignment of the road is through what would be her yard, a few feet away from the residence.

In the effort to minimize potential conflicts for the road and due to the lack of dedicated right-of-way for the historical alignment, the department explored the option of re-aligning the road into the dedicated right-of-way. The adjacent right-of-way is 60 feet wide to the south and 40 feet wide to the east of the property and was littered with debris from previous property owner(s). The boundaries of the right-of-way were staked and it was determined that the corner of an existing hanger, assessed to Ms. Laird, is approximately 7 feet inside of the dedicated right-of-way. In order to accomplish the re-alignment Ms. Laird worked with the department to clear the debris. Further Ms. Laird has agreed to dedicate a portion of her property in order to allow for a widened curve in exchange for the land occupied by the hangar. The portion of the right-of-way occupied by the hangar is unnecessary for road use and if vacated the remaining 50' in width is adequate for a re-alignment of the road.

Regarding proposed future maintenance of the road, the right-of-way for the re-alignment was dedicated in 1915, and based upon available information the road was open prior to 1975. Therefore the re-aligned portion could remain a primitive road and there would be no change in the cost of maintenance between the old alignment and the new alignment. Further the re-alignment would lie within a known dedicated right-of-way for County maintenance. For that portion of the road north of Substation Road, there is no foreseeable need for County maintenance on this portion of State Trust Land. There is one address point off of this portion of the road and it is assigned to the vacated airstrip. The department contacted the property owner to the north of the end of the road, Dick Eastman, and he stated that he does not use the road and has fenced off the southern boundary of his property.

In as much as there are limited resources for road maintenance, that portion north of Substation Road no longer serves a County airstrip, and re-alignment of the southern portion would solve a potential conflict, this department recommends adoption of the attached resolution.

Fiscal Impact & Funding Sources:

There would be no significant increase to maintaining the re-aligned portion due to the primitive status and there would be a minimal savings to deleting the northern portion from maintenance.

Next Steps/Action Items/Follow-up:

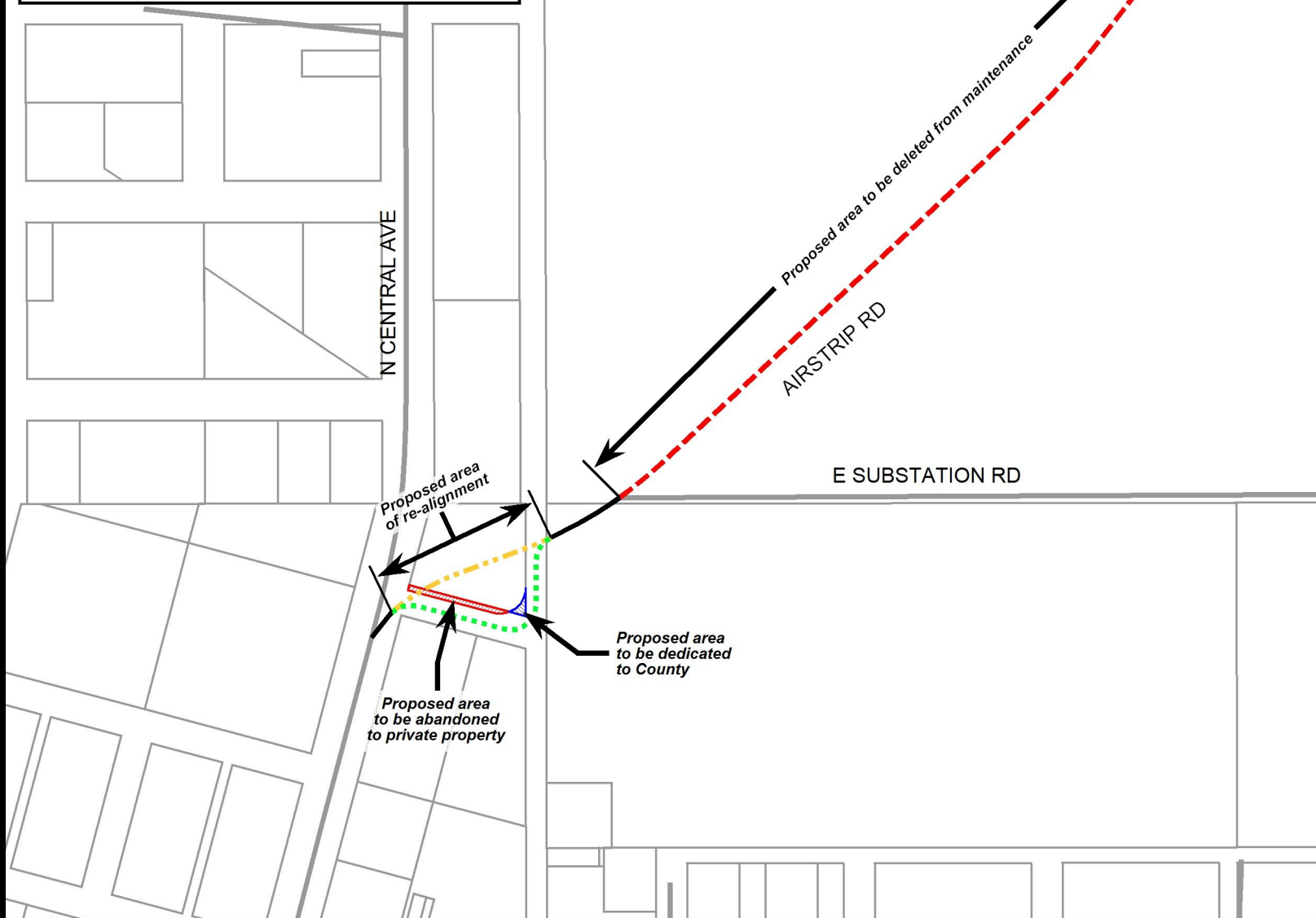
Upon approval and subsequent recording, staff will forward copies of the recorded action to Ms. Laird, and update the maintenance maps to reflect the revision for maintenance activities.

Impact of Not Approving:

If the action is not approved the physical conditions will remain as they are today. A portion of Airstrip Road will cross private property where right-of-way is not perfected, a hangar will be within the unnecessary portion of the right-of-way, and maintenance will continue an additional 1,700 feet to the vacated airstrip.

Legend

-  Roads
-  Parcels
-  Proposed exchange (From County to Private)
-  Proposed exchange (From Private to County)
-  Airstrip Road (Proposed removal from maintenance)
-  Airstrip Road (old alignment)
-  Airstrip Road (Proposed new alignment)



Map for Executive Summary

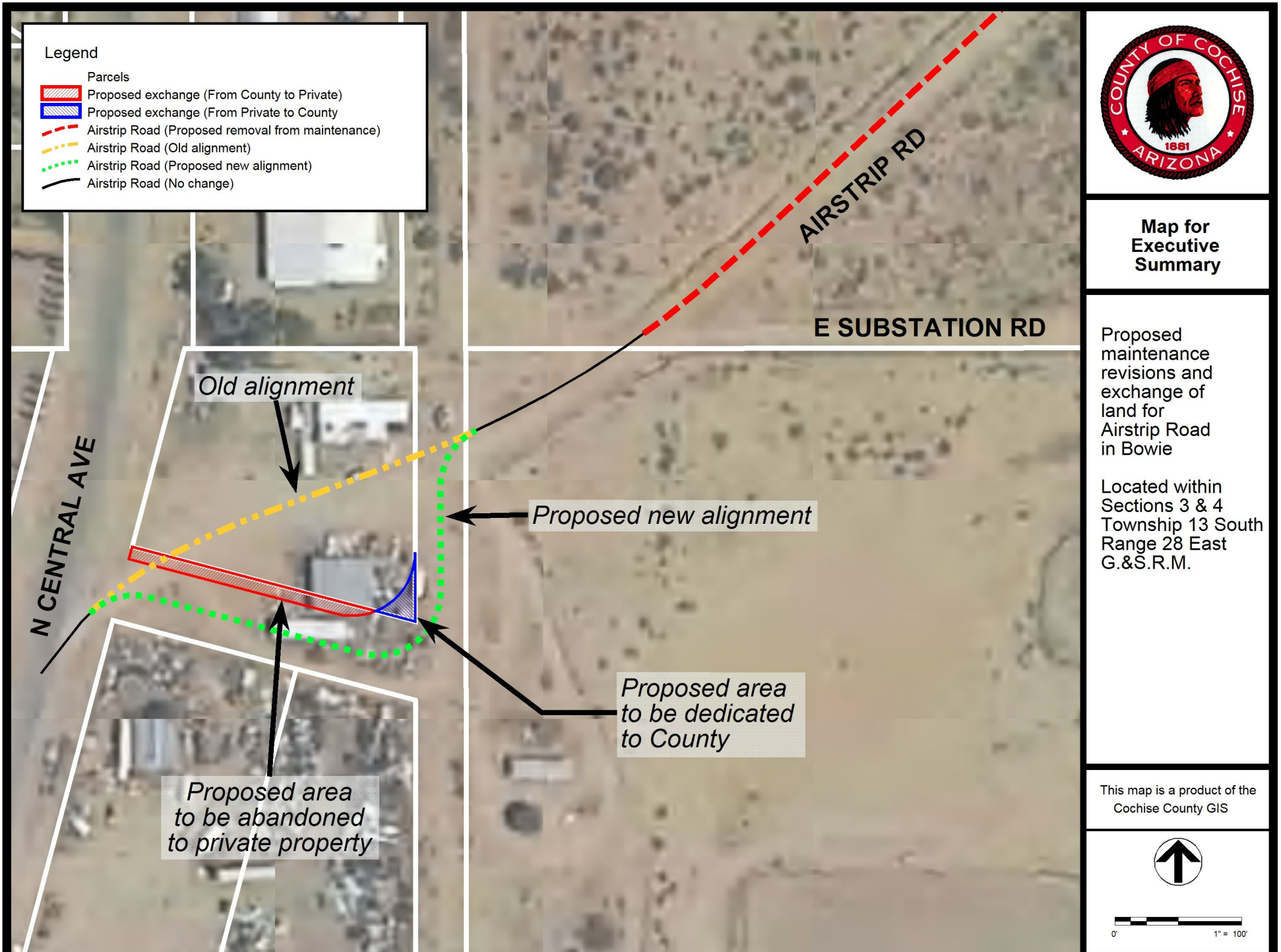
Proposed
maintenance
revisions and
exchange of
land for
Airstrip Road
in Bowie

Located within
Sections 3 & 4
Township 13 South
Range 28 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



0' 1" = 300'



Map for Executive Summary

Proposed maintenance revisions and exchange of land for Airstrip Road in Bowie

Located within Sections 3 & 4 Township 13 South Range 28 East G.&S.R.M.

This map is a product of the Cochise County GIS



0' 1" = 100'

RESOLUTION 11-__

**AUTHORIZING AMENDMENTS TO THE COCHISE COUNTY
MAINTAINED ROAD SYSTEM MAPS AND THE EXCHANGE OF
RIGHTS-OF-WAY FOR AIRSTRIp ROAD IN THE BOWIE AREA**

WHEREAS, the Board of Supervisors of Cochise County, Arizona, is authorized to lay out, maintain, control and manage public roads under its jurisdiction pursuant to A.R.S. § 11-251(4), and 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, pursuant to A.R.S. § 28-7041.C, Cochise County maintains a historical alignment of Airstrip Road, Maintenance Identification (MID) Number 8; and

WHEREAS, on November 13, 1989, the Board approved the official Cochise County Maintained Road System Maps by Resolution 89-107, which further identified the County maintained alignment of Airstrip Road on page 10; and

WHEREAS, on September 6, 1994, the Board designated Airstrip Road as a "Primitive Road" by Resolution 94-87; and

WHEREAS, previously Airstrip Road served as access to the Bowie airstrip and on December 3, 1990, the Board vacated the Bowie airstrip by Resolution 90-95; and

WHEREAS, now Airstrip Road serves as a connector road from Central Avenue to Substation Road, and Cochise County maintenance for that portion of Airstrip Road lying northeast of Substation Road, identified on the attached map "Exhibit A", is no longer necessary; and

WHEREAS, the historical alignment of Airstrip Road, from Central Avenue to Substation Road, traverses outside of the dedicated public right-of-way and diagonally through a privately owned parcel identified as Assessor Parcel Number (APN) 302-11-040; and

WHEREAS, dedicated public right-of-way exists adjacent to the southerly and easterly boundaries of APN 302-11-040, and said public right-of-way was open before June 13, 1975; and

WHEREAS, in order to widen and refine the curve around the southeasterly corner of APN 302-11-040, the property owner is willing to dedicate a 50 foot radius, described herein as "Exhibit B"; and

RESOLUTION 11-__

Re: Authorizing Amendments to Cochise County Maintained Road System Maps and the Exchange of Rights-of-Way for Airstrip Road in the Bowie Area

Page 2

WHEREAS, a hangar assessed to APN 302-11-040 lies within a portion of the dedicated public right-of-way, described herein as "Exhibit C", and said right-of-way 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:

- 1) Delete that segment of Airstrip Road lying northeasterly of Substation Road as identified on the attached map "Exhibit A".
- 2) Re-align that portion of Airstrip Road from Central Avenue to Substation Road to within the existing public right-of-way adjoining the southerly and easterly boundaries of APN 302-11-040 as identified on the attached map "Exhibit A".
- 3) Exchange the unnecessary public right-of-way, described herein as "Exhibit C", in consideration for the acquisition of right-of-way, described herein as "Exhibit B", to provide for a widened and refined curve.

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 the exchange; and

WHEREAS, unknown public utilities may exist within said right-of-way which is unnecessary for public use as a roadway,

NOW, THEREFORE, IT IS HEREBY RESOLVED that we, the Cochise County Board of Supervisors, having determined that the re-alignment and cessation of maintenance activities to be in the public interest, do hereby approve the following maintenance revisions and do hereby approve that the Cochise County Maintained Road System Maps be modified to reflect the maintenance revisions:

MAP PAGE 10

Airstrip Road, MID #8

- 1) Delete that section of the road lying northeast of Substation Road, being approximately 1,700 feet in length.
- 2) Re-align that section of the road, from Central Avenue to Substation Road, into the dedicated public right-of-way adjacent to the southerly and easterly boundaries of APN 302-11-040.

IT IS FURTHER RESOLVED that this action to cease maintenance activities for the road segment described above shall not alter the existing status of said roadway in terms of legal access.

RESOLUTION 11-__

Re: Authorizing Amendments to Cochise County Maintained Road System Maps and the Exchange of Rights-of-Way for Airstrip Road in the Bowie Area

Page 3

IT IS FURTHER RESOLVED that this action to re-align the road segment described above shall not alter the Primitive Road status designated by Resolution 94-87.

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

IT IS FINALLY RESOLVED that all resolutions or ordinances in conflict with the intent and purposes of this resolution are hereby superseded to the limited extent necessary to resolve said conflict(s) in favor of carrying out the intent and purposes of this resolution.

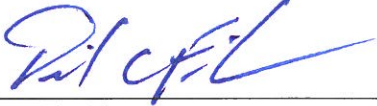
PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of ____, 2011.

Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:



David Fifer,
Deputy County Attorney

Resolution 11- EXHIBIT A

N CENTRAL AVE

Area deleted from maintenance

AIRSTRIP RD

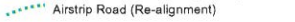
E SUBSTATION RD

Area of re-alignment

Dedicated area

Vacated area

Legend

-  Roads
-  Parcels
-  Abandonment
-  Dedication
-  Airstrip Road (Remove from maintenance)
-  Airstrip Road (Historic alignment)
-  Airstrip Road (Re-alignment)



Airstrip Road in Bowie

This map is a product of the
Cochise County GIS



0' 1" = 300'

EXHIBIT "B"

LAND TO BE ACQUIRED FROM PROPERTY OWNER

That portion of Lots 10 and 11, Block 23, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 11, of said Block 23;

Thence North $75^{\circ}09'45''$ West, along said Southwesterly boundary of Lot 11 of said Block 23 a distance of 32.38 feet to a point of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of North $22^{\circ}01'57''$ West;

Thence Northeasterly and Northerly along said curve to the left, having a radius of 50 feet and a central angle of $68^{\circ}01'59''$, a distance of 59.37 feet to a point of tangency, said point also being on the Easterly boundary of Lot 10 of said Block 23;

Thence South $00^{\circ}03'46''$ East, along said Easterly boundary of Lot 10 and continuing along the Easterly boundary of Lot 11 of said Block 23, a distance of 54.70 feet to the POINT OF BEGINNING.

EXHIBIT "C"

LAND TO BE VACATED TO PROPERTY OWNER

That portion of a 60 foot wide right-of-way, known as Florida Ave, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 11, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

Thence North $75^{\circ}09'45''$ West, along said Northeasterly right-of-way of said Florida Ave a distance of 32.38 feet to a point of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of North $22^{\circ}01'57''$ West, said point also being the POINT OF BEGINNING;

Thence Westerly along said curve to the right, having a radius of 50 feet and a central angle of $36^{\circ}52'12''$, a distance of 32.18 feet to a point of tangency;

Thence North $75^{\circ}09'45''$ West, along a line 10 feet Southwesterly of and parallel to said Northeasterly right-of-way of said Florida Ave, a distance of 168.97 feet to a point on the Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23;

Thence North $14^{\circ}49'44''$ East, along said Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23 a distance of 10.00 feet to the Southwest corner of Lot 1, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

Thence South $75^{\circ}09'45''$ East, along the Northeasterly right-of-way of said Florida Ave a distance of 198.97 feet to the POINT OF BEGINNING.

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

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, **Pamela S. Laird**, an unmarried woman, 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:

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.


Pamela S. Laird

This instrument was duly acknowledged before me this 5 day of May, 20 11, by Pamela S. Laird, for the purpose and consideration therein contained.

FEB 27, 2015

Xiesha L. Gonzalez
Notary Public



KIRSTA L. GONZALES
Notary Public - Arizona
Cochise County
My Comm. Expires Feb 27, 2015

Patrick Call, Chairman
Board of Supervisors

Exhibit A

That portion of Lots 10 and 11, Block 23, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 11, of said Block 23;

Thence North $75^{\circ}09'45''$ West, along said Southwesterly boundary of Lot 11 of said Block 23 a distance of 32.38 feet to a point of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of North $22^{\circ}01'57''$ West;

Thence Northeasterly and Northerly along said curve to the left, having a radius of 50 feet and a central angle of $68^{\circ}01'59''$, a distance of 59.37 feet to a point of tangency, said point also being on the Easterly boundary of Lot 10 of said Block 23;

Thence South $00^{\circ}03'46''$ East, along said Easterly boundary of Lot 10 and continuing along the Easterly boundary of Lot 11 of said Block 23, a distance of 54.70 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 **Pamela S. Laird**, an unmarried woman, 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 a 60 foot wide right-of-way, known as Florida Ave, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 11, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

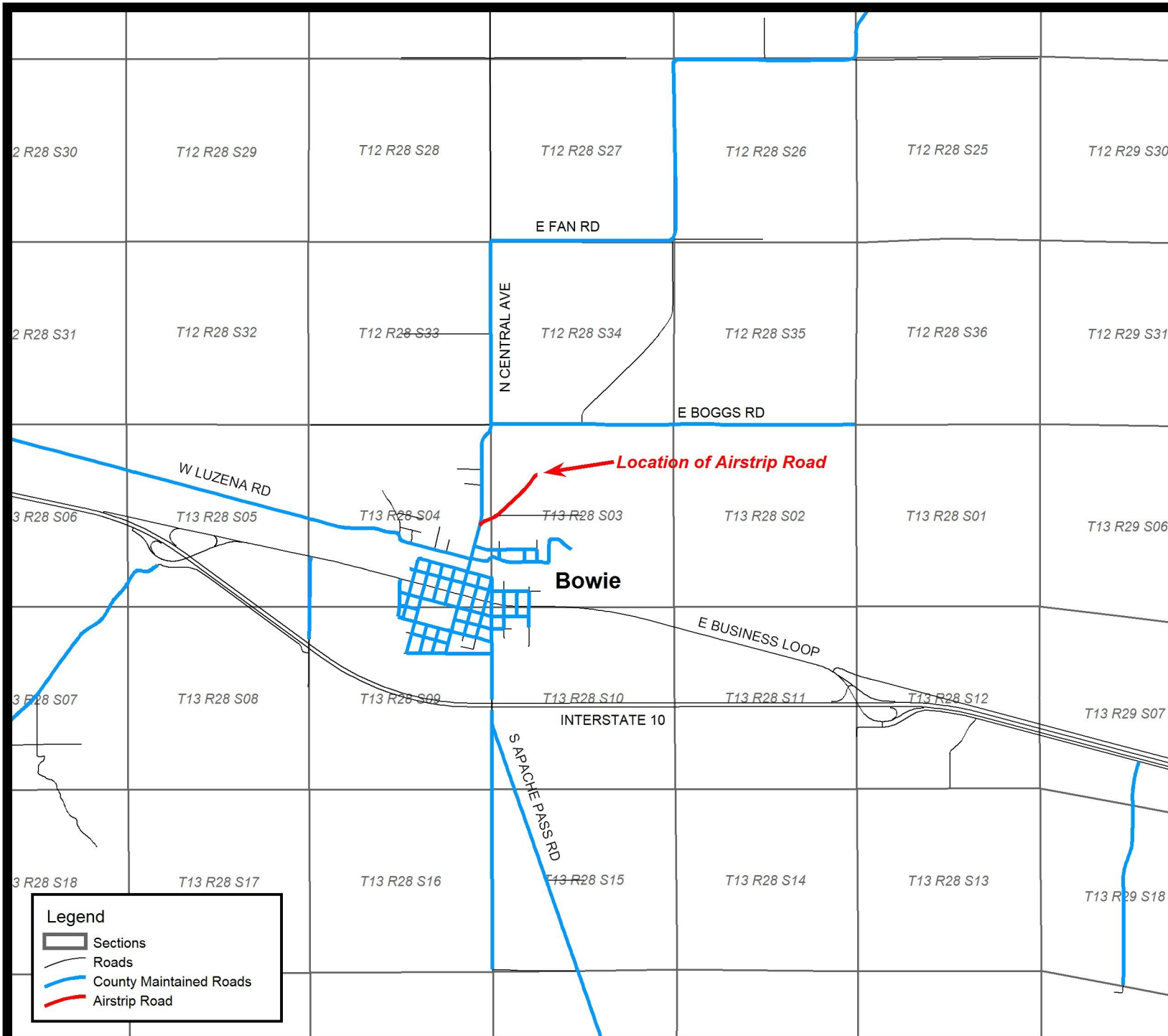
Thence North $75^{\circ}09'45''$ West, along said Northeasterly right-of-way of said Florida Ave a distance of 32.38 feet to a point of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of North $22^{\circ}01'57''$ West, said point also being the POINT OF BEGINNING;

Thence Westerly along said curve to the right, having a radius of 50 feet and a central angle of $36^{\circ}52'12''$, a distance of 32.18 feet to a point of tangency;

Thence North $75^{\circ}09'45''$ West, along a line 10 feet Southwesterly of and parallel to said Northeasterly right-of-way of said Florida Ave, a distance of 168.97 feet to a point on the Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23;

Thence North $14^{\circ}49'44''$ East, along said Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23 a distance of 10.00 feet to the Southwest corner of Lot 1, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

Thence South $75^{\circ}09'45''$ East, along the Northeasterly right-of-way of said Florida Ave a distance of 198.97 feet to the POINT OF BEGINNING.



LOCATION MAP

Proposed maintenance revisions and exchange of land for Airstrip Road in Bowie

Located within Sections 3 & 4 Township 13 South Range 28 East G.&S.R.M.

This map is a product of the Cochise County GIS



0' 1" = 4000'

Legend

- Sections
- Roads
- County Maintained Roads
- Airstrip Road

PUBLIC NOTICE
EXCHANGE OF PROPERTY AND REVISIONS TO MAINTENANCE FOR
AIRSTRIp ROAD IN BOWIE

In accordance with A.R.S. §11-251(4), §11-251(44), and §28-7203, the Board of Supervisors of Cochise County, Arizona, will consider the deletion of a segment of maintenance, re-alignment of maintenance, and the exchange of property situated in Cochise County and described as follows:

Proposed deletion of maintenance:

That section of Airstrip Road lying northeast of Substation Road, approximately 1,700 feet in length, is proposed to be deleted from the County Maintenance System.

Re-alignment of maintenance:

That section of Airstrip Road, from Central Avenue to Substation Road, is proposed to be re-alignment into the dedicated public right-of-way adjacent to the southerly and easterly boundaries of Assessor Parcel Number 302-11-040.

Exchange of property:

Parcel I:

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

That portion of Lots 10 and 11, Block 23, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

BEGINNING at the Southeast corner of Lot 11, of said Block 23;

Thence North 75°09'45" West, along said Southwesterly boundary of Lot 11 of said Block 23 a distance of 32.38 feet to a point of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of North 22°01'57" West;

Thence Northeasterly and Northerly along said curve to the left, having a radius of 50 feet and a central angle of 68°01'59", a distance of 59.37 feet to a point of tangency, said point also being on the Easterly boundary of Lot 10 of said Block 23;

Thence South 00°03'46" East, along said Easterly boundary of Lot 10 and continuing along the Easterly boundary of Lot 11 of said Block 23, a distance of 54.70 feet to the POINT OF BEGINNING.

Parcel II:

A strip of land to be conveyed to Pamela Laird described as:

That portion of a 60 foot wide right-of-way, known as Florida Ave, Bowie Station Townsite, Book 2 page 69 of Maps and Plats, as filed in the office of the County Recorder, Cochise County, Arizona, and more particularly described as follows:

COMMENCING at the Southeast Corner of Lot 11, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

Thence North $75^{\circ}09'45''$ West, along said Northeasterly right-of-way of said Florida Ave a distance of 32.38 feet to a point of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of North $22^{\circ}01'57''$ West, said point also being the POINT OF BEGINNING;

Thence Westerly along said curve to the right, having a radius of 50 feet and a central angle of $36^{\circ}52'12''$, a distance of 32.18 feet to a point of tangency;

Thence North $75^{\circ}09'45''$ West, along a line 10 feet Southwesterly of and parallel to said Northeasterly right-of-way of said Florida Ave, a distance of 168.97 feet to a point on the Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23;

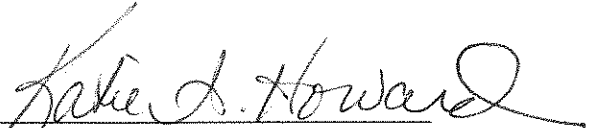
Thence North $14^{\circ}49'44''$ East, along said Southwesterly prolongation of the Northwesterly boundary of said Lot 1, Block 23 a distance of 10.00 feet to the Southwest corner of Lot 1, Block 23 of said Bowie Station Townsite, said point also being a point on the Northeasterly right-of-way of said Florida Ave;

Thence South $75^{\circ}09'45''$ East, along the Northeasterly right-of-way of said Florida Ave a distance of 198.97 feet to the POINT OF BEGINNING.

Notice is hereby given that Tuesday, July 12, 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 revisions to maintenance and exchange of land along Airstrip 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 27th day of May, 2011.


Katie Howard, Clerk of the Board

Regular Board of Supervisors Meeting

Date: 07/12/2011

Adopt Tentative Budget and Decision Packages

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 0

Submitted for Signature:

NAME of PRESENTER: Mike Ortega

TITLE of PRESENTER: County Administrator

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Adopt the Tentative County Budget for Fiscal Year 2011-2012 in the amount of \$192,006,819 (this amount is composed of \$80,872,542 in General Fund and \$111,134,277 in Special Revenue funds) and approve Decision Packages as set forth in attached exhibits.

Background:

Annual Tentative Budget adoption. Per ARS 42-17101, the tentative budget must be approved by the Board of Supervisors on or before the third Monday in July (July 18th, this year). Following the Board's approval, the tentative budget must be published--together with a notice of Public Hearing on the budget and a Truth-In-Taxation hearing notice (if required), once a week for two consecutive weeks in the official county newspaper.

The Truth-In-Taxation hearing, and the Public Hearing on the budget, will be held at the Board of Supervisors Hearing Room on Monday, August 1, 2011 at 10:00 a.m.

The tax rates and levies will be adopted by the Board at a subsequent special meeting on Monday, August 15th, in the same location and also at 10:00 a.m.

Department's Next Steps (if approved):

Publish the budget, TNT notice and notice of public hearing pursuant to the requirements set forth in the statutes.

Impact of NOT Approving/Alternatives:

Cochise County must adopt a Tentative Budget no later than the third Monday in July.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above

Attachments

Tentative County Budget & Decision Pkgs FY 11-12
REVISED GENERAL FUND REVENUES & EXPENDITURES

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - GENERAL FUND

REVENUE	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	PERCENT OF ADOPTED BUDGET COLLECTED	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
TAXES:						
R/E TAX CURRENT	25,803,179	24,823,653	96.20%	25,900,000	96,821	0.38%
R/E TAX DELNQ	400,000	1,240,461	310.12%	400,000	0	0.00%
P/P TAX CURRENT	820,592	722,253	88.02%	898,961	78,369	9.55%
P/P TAX DELNQ	20,000	38,704	193.52%	30,000	10,000	50.00%
PEN/INT ON DELNQ TAXES	750,000	900,000	120.00%	750,000	0	0.00%
AUTO LIEU TAXES	3,600,000	3,543,000	98.42%	3,500,000	-100,000	-2.78%
COUNTY 1/2 CENT SALES TAX	3,011,910	3,011,910	100.00%	3,597,072	585,162	19.43%
TOTAL TAXES	34,405,681	34,279,981	99.63%	35,076,033	670,352	1.95%
LICENSES & PERMITS:						
ANIMAL LICENSES	0	450	100.00%	200	200	100.00%
OTHER LICENSES	35,000	25,000	71.43%	25,000	-10,000	-28.57%
TOTAL LICNS & PERMITS	35,000	25,450	72.71%	25,200	-9,800	-28.00%
FEDERAL GOVERNMENT:						
PAYMENT IN LIEU	2,000,000	1,862,000	93.10%	1,861,000	-139,000	-6.95%
FEDERAL REIMB. FOR OVERTIME	10,000	6,400	64.00%	10,000	0	0.00%
FEDERAL PRISONER REIMB	77,000	-510,815	-663.40%	79,000	2,000	2.60%
EMERG SVC REIMB	100,087	98,656	98.57%	99,395	-692	-0.69%
TOTAL FEDERAL GOV'T	2,187,087	1,456,241	105.93%	2,049,395	-137,692	-6.30%
STATE GOVERNMENT:						
SALES TAX	10,060,000	10,732,000	106.68%	10,710,000	650,000	6.46%
STATE LOTTERY	0	1,192	100.00%	0	0	0.00%
STATE FISH AND GAME	0	785		785	0	0.00%
LIQUOR LICENSES	30,000	30,000	100.00%	30,000	0	0.00%
JP SALARY REIMBURSEMENT	116,630	116,630	100.00%	0	-116,630	-100.00%
CITY REIMB. CRT. CONSOLIDATION	240,241	240,241	100.00%	237,432	-2,809	-1.17%
STATE PRISON REIMB-CLERK	5,000	2,500	50.00%	2,500	-2,500	-50.00%
STATE PRISON REIMB-SHERIFF	7,000	10,600	151.43%	7,000	0	0.00%
SEARCH & RESCUE REIMB	3,000	3,000	100.00%	3,000	0	0.00%
LTE CONTRIBUTION REFUND	0	760,101	100.00%	0	0	0.00%
HEALTH DIRECT & PER CAP	0	0	0.00%	0	0	0.00%
JUVENILE NUTRITION REIMB	31,000	32,000	103.23%	32,000	1,000	3.23%
JUVENILE SAFE SCHOOLS REIMB	0	0	0.00%	0	0	0.00%
TOTAL STATE GOV'T	10,492,871	11,929,049	113.69%	11,022,717	529,846	5.05%
CHARGE FOR SERVICES:						
J.P. #1 FEES	20,000	32,000	160.00%	30,000	10,000	50.00%
J.P. #2 FEES	38,000	19,570	51.50%	38,000	0	0.00%
J.P. #3 FEES	60,000	57,500	95.83%	60,000	0	0.00%
J.P. #4 FEES	28,000	35,000	125.00%	30,000	2,000	7.14%
J.P. #5 FEES	200,000	188,664	94.33%	190,000	-10,000	-5.00%
J.P. #6 FEES	17,000	42,000	247.06%	35,000	18,000	105.88%
BOARD OF SUPERVISORS FEES	0	0	0.00%	0	0	0.00%
TREASURER FEES	109,000	102,660	94.18%	109,000	0	0.00%
ASSESSOR FEES	20,000	24,000	120.00%	24,000	4,000	20.00%
RECORDER FEES	200,000	185,000	92.50%	195,000	-5,000	-2.50%
VOTER REGISTRATION FEES	10,000	14,000	140.00%	15,000	5,000	50.00%
ELECTION FEES	37,000	21,206	57.31%	8,400	-28,600	-77.30%
SPECIAL DISTRICT FEES	3,712	2,742	73.87%	0	-3,712	-100.00%
ATTORNEY FEES	0	0	0.00%	0	0	0.00%
BAD CHECK FEES	6,000	2,000	33.33%	2,500	-3,500	-58.33%
INDIGENT ADMIN. ASSESSMENT	30,000	27,500	91.67%	30,000	0	0.00%
SUPERIOR COURT FEES	200,000	190,000	95.00%	190,000	-10,000	-5.00%
JUVENILE DETENTION FEES	3,000	6,500	216.67%	3,000	0	0.00%
S.V. CONSTABLE FEES	27,000	27,000	100.00%	27,000	0	0.00%
SHERIFF FEES	72,000	83,000	115.28%	78,000	6,000	8.33%
FINGERPRINT FEES	1,000	1,300	130.00%	1,000	0	0.00%
I.G.A. JAIL	0	0	0.00%	0	0	0.00%
JAIL REIMB - CITIES	24,500	53,000	216.33%	45,000	20,500	83.67%
INSPECTION FEES	400,000	300,000	75.00%	400,000	0	0.00%
PLANNING FEES	36,000	38,000	105.56%	40,000	4,000	11.11%
PW/FC CONTRACT	0	0	0.00%	0	0	0.00%
MISC. PLANNING SERVICES	1,500	1,000	66.67%	1,500	0	0.00%
RURAL ADDRESSING FEES	22,000	16,075	73.07%	22,000	0	0.00%
FLU IMMUNIZATION FEES	15,000	6,856	45.71%	10,000	-5,000	-33.33%
OTHER IMMUN. FEES	28,500	22,707	79.67%	28,500	0	0.00%
HEP A VACCINE - OTHER	1,000	0	0.00%	1,000	0	0.00%
HEP B VACCINE - OTHER	2,000	3,330	166.50%	2,000	0	0.00%
VITAL STATISTICS	98,000	101,000	103.06%	98,000	0	0.00%
ENVIRONMENTAL HLTH FEES	387,000	380,000	98.19%	380,000	-7,000	-1.81%
JAIL MEDICAL CO-PAY	12,000	7,200	60.00%	12,000	0	0.00%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - GENERAL FUND

REVENUE	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	PERCENT OF ADOPTED BUDGET COLLECTED	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
HLTH NURSING-CHG FOR SERV.	0	150	100.00%	0	0	0.00%
LONG TERM CARE LIENS	0	0	0.00%	0	0	0.00%
COCHISE COMBINED TRUST	8,382	0	0.00%	8,382		
FIDUCIARY FEES	109,000	81,950	75.18%	90,000	-19,000	-17.43%
AIRPORT LEASES	2,640	3,370	127.65%	3,960	1,320	50.00%
HANGAR RENTALS	9,120	9,120	100.00%	9,120	0	0.00%
FUEL SALES - AIRPLANE	950	1,351	142.21%	3,708	2,758	290.32%
CATV LICENSES	50,000	50,000	100.00%	50,000	0	0.00%
INFORMATION TECH. FEES	5,000	52,840	1056.80%	47,000	42,000	840.00%
FINANCE FEES	15,000	18,382	122.55%	15,000	0	0.00%
TOTAL CHARGE FOR SVCS	2,309,304	2,207,973	95.61%	2,333,070	23,766	1.03%
FINES AND FORFEITS:						
J.P. #1 FINES	140,000	140,850	100.61%	145,000	5,000	3.57%
J.P. #2 FINES	325,000	215,303	66.25%	325,000	0	0.00%
J.P. #3 FINES	385,700	263,300	68.27%	385,700	0	0.00%
J.P. #4 FINES	170,000	163,000	95.88%	170,000	0	0.00%
J.P. #5 FINES/S.V. MAGISTRATE	551,900	501,868	90.93%	501,900	-50,000	-9.06%
J.P. #6 FINES	255,000	324,975	127.44%	300,000	45,000	17.65%
SUPERIOR COURT FINES	30,000	30,000	100.00%	30,000	0	0.00%
ATTORNEY FINES/FORFEITURES	40,000	85,500	213.75%	40,000	0	0.00%
PROPERTY FINES & FORFTS	15,000	15,000	100.00%	15,000	0	0.00%
SHERIFF FINES	6,000	6,100	101.67%	6,100	100	1.67%
TOTAL FINES & FORFEITS	1,918,600	1,745,896	104.32%	1,918,700	100	0.01%
INTEREST:						
INTEREST	300,000	167,620	55.87%	200,000	-100,000	-33.33%
INTEREST MISC.	0	0	0.00%	0	0	0.00%
397	2,500	0	104.32%	0	-2,500	-100.00%
TOTAL INTEREST	302,500	167,620	55.41%	200,000	-102,500	-33.88%
MISCELLANEOUS REVENUES:						
SCHOOL IND. COST REIMB.	54,000	40,193	74.43%	42,000	-12,000	-22.22%
MISCELLANEOUS - RECORDER	75,000	75,000	100.00%	75,000	0	0.00%
MISCELLANEOUS - CLERK	0	213	100.00%	0	0	0.00%
MISCELLANEOUS	52,360	83,116	158.74%	57,560	5,200	9.93%
TOTAL MISCELLANEOUS	181,360	198,522	109.46%	174,560	-6,800	-3.75%
TRANSFERS FROM OTHER FUNDS:						
ATTORNEY ADULT DIVERSION	167,916	167,916	100.00%	147,616	-20,300	-12.09%
TRF. FROM 104 -PUB.DEF.FILL THE	36,718	36,718	100.00%	35,448	-1,270	-3.46%
TRF. FROM 102/104 -AID TO LEGAL	0	0	0.00%	0	0	0.00%
TRF. FROM 102 -AID TO PUBLIC DEF	0	0	0.00%	0	0	0.00%
TRF. FROM CRT FEES TO SUPERIO	243,398	243,398	100.00%	243,398	0	0.00%
TRF FROM 147 APO	0	0	0.00%	0	0	0.00%
TRF. FROM 203/205 TO SHERIFF	0	0	0.00%	0	0	0.00%
TRF FROM 515 - ASSESSOR FEE	76,720	75,520	98.44%	0	-76,720	-100.00%
TRF. FR. 193	5,943	0	0.00%	0	-5,943	-100.00%
TRF. FROM FLEET	0	0	0.00%	0	0	0.00%
CHS SAVINGS RESIDUAL EQ. TRF.	1,000,000	1,000,000	100.00%	0	-1,000,000	-100.00%
TOTAL TRANSFERS	1,530,695	1,523,552	99.53%	426,462	-1,104,233	-72.14%
OTHER SOURCES AND USES						
SALE OF PROPERTY	125,000	109,265	87.41%	100,000	-25,000	-20.00%
NET NEW REVENUES	53,488,098	53,643,549	100.29%	53,326,137	-161,961	-0.30%
TOTAL CASH CARRY FORWARD	24,559,182	25,031,380	101.92%	27,546,405	2,987,223	12.16%
TOTAL GEN FUND REVENUES	78,047,280	78,674,929	100.80%	80,872,542	2,825,262	3.62%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - GENERAL FUND

DEPARTMENT	2010-11 ADOPTED BUDGET	2010-11 PROJECTED EXPENSES	PERCENT OF ADOPTED BUDGET	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
GENERAL GOVERNMENT:						
ASSESSOR	1,950,009	1,960,447	100.54%	1,614,055	-335,954	-17.23%
ATTORNEY W/O CHILD SUP.	2,257,728	2,164,163	95.86%	1,987,535	-270,193	-11.97%
BOARD OF SUPERVISORS	1,417,272	1,102,108	77.76%	1,201,216	-216,056	-15.24%
ELECTIONS	389,694	301,866	77.46%	439,735	50,041	12.84%
FINANCE	806,714	788,683	97.76%	786,997	-19,717	-2.44%
PROCUREMENT	299,184	301,084	100.64%	298,673	-511	-0.17%
I.T.	1,450,230	1,277,491	88.09%	1,465,231	15,001	1.03%
G. I. S.	198,336	199,736	100.71%	200,948	2,612	1.32%
COMMUNICATIONS	322,139	251,523	78.08%	269,664	-52,475	-16.29%
WIRELESS	225,604	95,186	42.19%	155,431	-70,173	-31.10%
SUBTOTAL	2,196,309	1,823,936	83.05%	2,091,274	-105,035	-4.78%
HUMAN RESOURCES	431,002	338,839	78.62%	432,937	1,935	0.45%
RISK MANAGEMENT	948,308	749,552	79.04%	874,033	-74,275	-7.83%
SUBTOTAL	1,379,310	1,088,391	78.91%	1,306,970	-72,340	-5.24%
PLANNING & ZONING	1,770,219	1,112,234	62.83%	1,486,004	-284,215	-16.06%
RECORDER	270,925	263,750	97.35%	238,724	-32,201	-11.89%
VOTER REGISTRATION	133,989	134,889	100.67%	135,178	1,189	0.89%
SUBTOTAL	404,914	398,639	98.45%	373,902	-31,012	-7.66%
TREASURER	1,161,695	1,140,101	98.14%	1,086,157	-75,538	-6.50%
PUBLIC DEFENDER	1,402,500	1,377,889	98.25%	1,400,726	-1,774	-0.13%
LEGAL DEFENDER	1,855,236	1,990,505	107.29%	1,866,897	11,661	0.63%
AIRPORT OPERATIONS	14,240	11,598	81.45%	16,788	2,548	17.89%
FACILITIES MANAGEMENT	2,085,297	2,184,278	104.75%	2,228,598	143,301	6.87%
UTILITIES	1,256,977	1,199,524	95.43%	1,214,069	-42,908	-3.41%
SUBTOTAL	3,356,514	3,395,400	101.16%	3,459,455	102,941	3.07%
GENERAL GOVERNMENT	2,840,265	599,378	21.10%	3,614,131	773,866	27.25%
SUBTOTAL	23,487,563	19,544,824	83.21%	23,013,727	-473,836	-2.02%
JUDICIAL:						
J.P. #1	329,520	261,876	79.47%	267,313	-62,207	-18.88%
J.P. #2	386,644	327,119	84.60%	372,596	-14,048	-3.63%
J.P. #3	403,138	381,185	94.55%	391,583	-11,555	-2.87%
J.P. #4	347,574	320,685	92.26%	323,574	-24,000	-6.91%
J.P. #5	783,483	705,718	90.07%	712,310	-71,173	-9.08%
J.P. #6	239,517	227,679	95.06%	262,055	22,538	9.41%
SUBTOTAL	2,489,876	2,224,262	89.33%	2,329,431	-160,445	-6.44%
COURTADMINISTRATION	1,021,205	842,265	82.48%	863,812	-157,393	-15.41%
SUPERIOR CRT DIVISIONS	1,323,497	1,289,063	97.40%	1,368,399	44,902	3.39%
COURT SECURITY	375,639	346,340	92.20%	352,428	-23,211	-6.18%
MANDATORY SERVICES	122,627	92,291	75.26%	125,402	2,775	2.26%
SUBTOTAL	2,842,968	2,569,959	90.40%	2,710,041	-132,927	-4.68%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - GENERAL FUND

DEPARTMENT	2010-11 ADOPTED BUDGET	2010-11 PROJECTED EXPENSES	PERCENT OF ADOPTED BUDGET	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
CLERK OF SUPERIOR COURT	1,468,998	1,314,507	89.48%	1,297,821	-171,177	-11.65%
JURY COMMISSIONER	90,095	76,878	85.33%	93,604	3,509	3.89%
MANDATORY SERVICES	138,000	157,500	114.13%	138,000	0	0.00%
SUBTOTAL	1,697,093	1,548,885	91.27%	1,529,425	-167,668	-9.88%
ADULT PROBATION	504,216	486,774	96.54%	482,986	-21,230	-4.21%
JUVENILE PROBATION	2,265,240	2,260,703	99.80%	2,084,594	-180,646	-7.97%
TOTAL JUDICIAL	9,799,393	9,090,583	92.77%	9,136,477	-662,916	-6.76%
S. V. CONSTABLE	157,535	158,735	100.76%	159,893	2,358	1.50%
CONSTABLES	66	26	39.39%	66	0	0.00%
SHERIFF:						
SHERIFF ADMIN.	3,609,873	3,432,814	95.10%	3,580,037	-29,836	-0.83%
SHERIFF'S ASSIST TEAM	14,984	7,880	52.59%	15,634	650	4.34%
INVESTIGATIONS	890,189	838,198	94.16%	895,677	5,488	0.62%
JAIL	3,968,538	3,974,516	100.15%	3,940,231	-28,307	-0.71%
PATROL	5,758,060	5,655,090	98.21%	5,768,838	10,778	0.19%
SUBTOTAL	14,241,644	13,908,498	97.66%	14,200,417	-41,227	-0.29%
MEDICAL EXAMINER	180,000	180,000	100.00%	180,000	0	0.00%
HEALTH:						
ADMINISTRATION	546,931	463,463	84.74%	482,800	-64,131	-11.73%
ADMIN. ALLOCATED EXPENSES	10,610	0	0.00%	10,610	0	0.00%
VITAL STATISTICS	60,489	46,576	77.00%	62,255	1,766	2.92%
NURSING & COMMUN SVCS	726,316	518,078	71.33%	580,546	-145,770	-20.07%
JAIL MEDICAL SERVICES	765,670	738,477	96.45%	805,604	39,934	5.22%
JAIL COUNSELING SERVICES	222,944	124,638	55.91%	194,154	-28,790	-12.91%
JUVENILE MEDICAL SERV.	102,290	95,212	93.08%	104,764	2,474	2.42%
ENVIRONMENTAL HEALTH	610,036	416,985	68.35%	412,830	-197,206	-32.33%
PREVENTION SERVICES	25,544	8,744	34.23%	26,031	487	1.91%
TOTAL HEALTH	3,070,830	2,412,173	78.55%	2,679,594	-391,236	-12.74%
COCHISE AGING & SOCIAL SRV.						
MEDICAL ASSISTANCE	8,338,382	6,744,090	80.88%	7,901,474	-436,908	-5.24%
RESPIRE/CASE MGMT	46,865	46,865	100.00%	46,865	0	0.00%
MENTAL HEALTH	210,425	210,000	99.80%	210,425	0	0.00%
PUBLIC FIDUCIARY	537,509	428,290	79.68%	501,926	-35,583	-6.62%
TOTAL C.A.S.S.	9,133,181	7,429,245	81.34%	8,660,690	-472,491	-5.17%
SCHOOL SUPERINTENDENT	380,262	288,749	75.93%	339,816	-40,446	-10.64%
SUBTOTAL BEFORE OVERHEAD	60,450,474	53,012,833	87.70%	58,370,680	-2,079,794	-3.44%
TRFS. FOR 1/2 CENT SALES TAX						
OVERHEAD REVERSE EXPENSES	-3,021,516	-2,754,033	91.15%	-2,481,237	540,279	-17.88%
NET EXP. BEFORE CONTINGENCY	57,428,958	50,258,800	87.51%	55,889,443	-1,539,515	-2.68%
CONTINGENCY - FROZEN POSITIONS	0	0	100.00%	3,125,675	3,125,675	100.00%
CONTINGENCY	20,618,322	0	0.00%	21,857,424	1,239,102	6.01%
GRAND TOTAL	78,047,280	50,258,800	64.40%	80,872,542	2,825,262	3.62%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
PUBLIC DEFENDER TRAINING	101	6,851	9,893	7,420	569	8.31%
AID TO INDIGENT DEFENSE	102	18,762	31,618	8,356	-10,406	-55.46%
FILL THE GAP HOLDBACK FUNDS P/D	104	147,421	153,388	150,801	3,380	2.29%
DRUG, GANG CONTROL PROGRAM	587	10,501	0	0	-10,501	-100.00%
DOCUMENT STORAGE-RECORDER	103	21,853	14,266	-10,419	-32,272	-147.68%
HAVA GRANT - RECORDER	322	34,818	35,043	35,268	450	1.29%
SPECIAL ELECTION - RECORDER	323	0	40,327	27,739	27,739	100.00%
ASSESSOR GIS CONVERSION FUND	515	195,000	198,806	52,500	-142,500	-73.08%
ELECTIONS-VOTING W/O BARRIERS	320	100,684	86,892	61,019	-39,665	-39.40%
B. D. I. AIRPORT	105	360,160	393,130	680,560	320,400	88.96%
FLEET MANAGEMENT	109	4,670,151	4,849,592	5,656,749	986,598	21.13%
HEAVY FLEET MANAGEMENT	600	7,421,021	6,853,779	5,759,725	-1,661,296	-22.39%
LEGAL DEFENDER TRAINING	112	7,421	4,783	5,789	-1,632	-21.99%
TAXPAYER INFORMATION FUND	113	216,574	207,634	177,284	-39,290	-18.14%
COMM.DEVEL. PROJECTS	115	1,829,292	761,842	831,697	-997,595	-54.53%
COUNTY LIBRARY ENERGY EFF RETROFITS	341	175,000	161,745	0	-175,000	-100.00%
COUNTY JAIL KITCHEN UPGRADE	342	178,891	165,606	0	-178,891	-100.00%
TOURISM DEVELOPMENT-W/CITIES	340	32,806	13,220	0	-32,806	-100.00%
TOURISM DEVELOPMENT	116	136,143	149,027	114,866	-21,277	-15.63%
LOCAL 911	213	15,141	17,077	19,467	4,326	28.57%
EMERGENCY SERVICES	218	29,750	19,602	32,469	2,719	9.14%
METH PROJECT	106	78,428	1,729	0	-78,428	-100.00%
ST. DAVID WATER DISTRICT	187	597	565	569	-28	-4.69%
TRANSIT - STATE ASSISTANCE	193	78,179	133,836	116,052	37,873	48.44%
TOWN OF COCHISE WATER DISTRICT	194	688	656	660	-28	-4.07%
BABOCAMARI ROAD DISTRICT	197	-420,877	-419,747	-428,949	-8,072	1.92%
MESCAL J 6 FIRE DISTRICT	198	2,481	2,481	2,481	0	0.00%
ELFRIDA WATER DISTRICT	199	0	1,000	1,000	1,000	100.00%
UPPER SAN PEDRO WATER DISTRICT	350	170,794	170,794	133,297	-37,497	-21.95%
PLANNING:						
HAZARD ABATEMENT	119	0	143,116	0	0	0.00%
TOTAL PLANNING		0	143,116	0	0	0.00%
TOTAL MISC. SPECIAL REV. FUNDS		15,518,530	14,201,700	13,436,400	-2,109,869	-13.60%
ATTORNEY:						
COMMUNITY GUN VIOLENCE	120	68,474	70,332	64,191	-4,283	-6.25%
VICTIM COMPENSATION	121	77,007	54,910	66,709	-10,298	-13.37%
SCHOOL ENHANCEMENT	122	54,344	56,647	53,865	-479	-0.88%
C.J.E. HOLDING	123	233,645	163,296	115,920	-117,725	-50.39%
ANTI RACKETEERING	124	1,099,586	1,490,434	1,563,545	463,959	42.19%
VICTIM ASSISTANCE	125	36,010	34,454	37,409	1,399	3.89%
VICTIM NOTIFICATION - JUVENILE	126	45,750	44,379	48,514	2,764	6.04%
CHILD SUPPORT	127	27,136	35,433	29,755	2,619	0.00%
VICTIM RIGHTS GRANT FEDERAL	128	1,954	2,328	1,502	-452	100.00%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
FILL THE GAP	129	95,535	66,686	48,031	-47,504	-49.72%
ATTORNEY DPS	130	84,359	85,642	134,321	49,962	59.23%
ADULT DIVERSION	131	96,762	125,156	117,044	20,282	20.96%
ATTORNEY VOCA	132	41,728	12,453	41,611	-117	-0.28%
HIDTA IV	134	259,856	188,137	252,732	-7,124	-2.74%
A C J C BAG GRANT	135	0	0	204,632	204,632	100.00%
C.J.E CURRENT	136	257,613	306,373	198,221	-59,392	-23.05%
ARIZONA AUTO THEFT AUTHORITY	137	0	12,852	54,713	54,713	100.00%
FILL THE GAP HOLDBACK FUNDS ATTY.	138	123,318	143,861	142,410	19,092	15.48%
VICTIM SUBROGATION	139	14,542	14,542	14,542	0	0.00%
VIOLENT CRIME CONTROL	578	200,746	206,342	0	-200,746	-100.00%
EMPLOYER SANCTIONS	579	0	0	0	0	0.00%
TOTAL ATTORNEY		2,818,365	3,114,257	3,189,667	371,302	13.17%
ADULT PROBATION:						
GPS ADULT PROBATION STATE GRANT	145	0	52,325	0	0	0.00%
ADULT PROB. SERVICE FEE	147	160,721	212,157	213,171	52,450	32.63%
COMMUNITY PUNISHMENT	149	133,344	158,543	149,210	15,866	11.90%
STATE AID ENHANCEMENT	152	639,999	586,724	655,540	15,541	2.43%
I.P.S GRANT	158	795,806	697,158	768,000	-27,806	-3.49%
D. E. A.	160	42,483	66,897	36,600	-5,883	-13.85%
DRUG TREATMENT EDUCATION	540	86,880	31,664	38,395	-48,485	-55.81%
FEDERAL DOMESTIC VIOLENCE	557	197,242	188,065	191,490	-5,752	-2.92%
EXTRA ADULT PROB. ASSESSMENT	590	27,110	14,892	31,942	4,832	17.82%
LEARN LAB	591	0	11,510	0	0	0.00%
ACCESS TO RECOVERY	593	103,488	63,559	0	-103,488	-100.00%
TOTAL ADULT PROBATION		2,187,073	2,083,494	2,084,348	-102,725	-4.70%
JUVENILE PROBATION:						
DETENTION EDUCATION	143	101,682	85,920	85,838	-15,844	-15.58%
JUV. PROB. SERVICE FEE	148	21,517	43,665	43,781	22,264	103.47%
STATE AID ENHANCEMENT	153	170,362	170,255	167,519	-2,843	-1.67%
JUV. FAMILY COUNSELING	154	24,785	19,987	20,643	-4,142	-16.71%
P. I. C.	155	276,179	283,664	280,875	4,696	1.70%
DIVERSION FEES	156	38,611	46,625	27,041	-11,570	-29.97%
SURVEILLANCE	159	501,726	484,098	480,948	-20,778	-4.14%
COURT IMPROVEMENT PROGRAM	167	39,409	38,561	38,709	-700	-1.78%
JUVENILE X-FEES	170	12,950	15,514	3,493	-9,457	-73.03%
PROJECT RESTORE	550	2,252	1,684	0	-2,252	-100.00%
TITLE I JUVENILE EDUCATION	551	64,267	131,054	98,685	34,418	53.55%
VICTIM RIGHTS IMPLEMENTATION	553	24,600	25,041	25,000	400	1.63%
TREATMENT SERVICES	555	100,675	104,712	104,686	4,011	3.98%
JUV. DIVERSION CONSEQUENCE	556	103,271	121,113	118,756	15,485	14.99%
JAIBG DETENTION PROJECT	559	86,010	75,335	75,327	-10,683	-12.42%
JAIBG	580	21,943	24,810	24,810	2,867	13.07%
SEAMLESS TRANSITION	581	1,675	1,900	1,900	225	13.43%
JUVENILE X-FEES	584	5,015	3,705	2,924	-2,091	-41.69%
CASA	585	78,177	89,344	97,212	19,035	24.35%
TOTAL JUVENILE		1,675,106	1,766,987	1,698,147	23,041	1.38%
COURT ADMINISTRATION:						
EXPEDITED CHILD SUPPORT	141	17,233	19,287	16,154	-1,079	-6.26%
FILL THE GAP	150	648,354	690,759	670,154	21,800	3.36%
LAW LIBRARY	151	261,490	277,518	270,841	9,351	3.58%
EMANCIPATION ADMIN. COST	157	218	218	218	0	0.00%
LOCAL CRT. ASSISTANCE FUND (FTG)	161	449,008	431,027	436,694	-12,314	-2.74%
CONCILIATION/MEDIATION	163	83,062	88,036	87,449	4,387	5.28%
JUDICIAL COLLECTIONS	164	8,122	8,280	8,980	858	10.56%
CHILDREN'S ISSUES	168	17,529	16,519	15,702	-1,827	-10.42%
J C E F COLLECTIONS	169	103,173	111,757	97,357	-5,816	-5.64%
Photo Enforcement	300	0	2,880	2,880	2,880	100.00%
J.P. TIME PAYMENT FEES	301-306	111,921	106,999	98,363	-13,558	-12.11%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
J.P. ENHANCEMENT FUNDS	311-316	715,646	732,401	958,887	243,241	33.99%
PROBATE FEES	549	37,262	17,598	43,753	6,491	17.42%
PSI GRANT	561	40,322	48,391	48,391	8,069	20.01%
AZTEC FIELD SUPPORT	562	69,489	70,515	72,738	3,249	4.68%
JUSTICE COURT SECURITY FEE	563	526,527	557,711	641,272	114,745	21.79%
COURT ENHANCEMENT FUND	564	734,173	787,927	525,015	-209,158	-28.49%
SCHOOL CROSSING ENFORCEMENT	565	0	500	1,000	1,000	100.00%
TOTAL COURT ADMIN.		3,823,529	3,968,323	3,995,848	172,319	4.51%
CLERK OF THE COURTS:						
CHILD SUPPORT AUTOMATION	142	1,511	1,480	1,490	-21	-1.39%
DOCUMENT STORAGE	162	146,381	126,943	117,500	-28,881	-19.73%
SPOUSAL MAINT.ENFORCEMENT	560	31,324	30,540	33,100	1,776	100.00%
TOTAL CLERK OF THE COURTS		179,216	158,963	152,090	-27,126	-15.14%
TOTAL JUDICIAL SEPCIAL REV. FUNDS		7,864,924	7,977,767	7,930,433	65,509	0.83%
LIBRARY:						
COUNTY LIBRARY	171	2,393,869	2,446,009	2,396,865	2,996	0.13%
STATE GRANT IN AID	172	0	23,000	23,000	23,000	100.00%
STATE GRANT IN AID	173	0	5,000	0	0	0.00%
CHILDREN IN POVERTY	174	14,453	14,453	0	-14,453	-100.00%
FRIENDS OF THE LIBRARY	175	2,459	2,459	2,459	0	0.00%
LIBRARY AUTOMATION	179	4,542	4,542	0	-4,542	-100.00%
GATES FOUNDATION	180	325	325	0	-325	-100.00%
TOTAL LIBRARY		2,415,648	2,495,788	2,422,324	6,676	0.28%
FIRE DISTRICT ASSIST. TAX	186	1,111,756	1,111,781	1,092,081	-19,675	-1.77%
SPECIAL DISTRICTS:						
NACO LIGHT DISTRICT	188	8,127	7,688	9,242	1,115	13.72%
SUNSHINE LIGHT DISTRICT	189	22,736	23,426	21,445	-1,291	-5.68%
BOWIE LIGHT DISTRICT	190	13,131	12,653	12,863	-268	-2.04%
GOLDEN ACRES LIGHT DISTRICT	191	11,273	9,697	9,311	-1,962	-17.40%
PIRTLEVILLE LIGHT DISTRICT	195	13,932	14,041	13,199	-733	-5.26%
CARMEL LIGHT DISTRICT	196	3,249	2,615	0	-3,249	-100.00%
TOTAL		72,448	70,120	66,060	-6,388	-8.82%
J. T. P. A.	192	854,000	906,000	1,000,000	146,000	17.10%
SHERIFF:						
DOJ EQUIPMENT GRANT	200	5,542	65,578	0	-5,542	-100.00%
STONEGARDEN	201	150,000	880,710	777,183	627,183	418.12%
HIDTA VII	202	196,398	304,380	231,530	35,132	17.89%
JAIL ENHANCEMENT	203	563,613	554,646	683,651	120,038	21.30%
SAFE STREETS GRANT	204	304,199	72,965	230,848	-73,351	-24.11%
LAW ENFORCEMENT	205	352,403	12,400	628,000	275,597	78.21%
DARE GRANT	207	12,451	12,353	12,265	-186	-1.49%
INMATE WELFARE	208	444,090	513,715	533,638	89,548	20.16%
BORDER SECURITY ENHANCEMENT	209	0	752,547	797,453	797,453	100.00%
VICTIM RIGHTS & ASSISTANCE	210	14,500	14,700	14,700	200	1.38%
AZ CRIMINAL JUSTICE GRANT	212	212,204	190,270	212,204	0	0.00%
APOST TRAINING FUND	216	0	30,000	7,099	7,099	100.00%
GITEM GRANT	570	161,629	154,738	143,073	-18,556	-11.48%
INTEGRATED SEX OFFENDER MGT.	572	0	2,328	0	0	0.00%
GOV.OFFICE OF HIGHWAY SAFETY	573	148,235	77,229	29,329	-118,906	-80.21%
ARE YOU OK PROGRAM	574	5,186	3,693	269	-4,917	-94.81%
AZ VEHICLE TASK FORCE	576	36,150	36,150	12,731	-23,419	-64.78%
TOTAL SHERIFF		2,606,600	3,678,402	4,313,973	1,707,373	65.50%
HEALTH:						
GENERAL MILLS DAYCARE	220	0	1,157	620	620	100.00%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
BIOTERRORISM	222	267,748	194,870	213,966	-53,782	-20.09%
MATERNAL & CHILD HEALTH	223	103,830	104,529	104,529	699	0.67%
DIABETES EDUCATOR	224	22,201	22,245	22,245	44	0.20%
NUTRITION	225	36,386	36,286	36,286	-100	-0.27%
CHILD HEALTH - NICP	226	2,259	2,259	0	-2,259	-100.00%
BREASTFEEDING COUNSELING	227	0	48,447	62,672	62,672	100.00%
WIC	228	675,445	592,475	643,805	-31,640	-4.68%
STEPS GRANT	229	0	167,110	167,110	167,110	100.00%
SEABHS HIV/AIDS PREVENTION	231	11,761	27,510	26,410	14,649	124.56%
FAMILY PLANNING	232	74,641	107,324	85,402	10,761	14.42%
AIDS GRANT	233	18,666	18,571	18,666	0	0.00%
TB CONTROL	234	26,187	27,272	26,202	15	0.06%
ACCION PARA LA SALUD	235	0	22,401	25,000	25,000	100.00%
STD GRANT	237	23,175	20,721	20,815	-2,360	-10.18%
SMOKE FREE	240	312,551	297,335	150,911	-161,640	-51.72%
HIV OUTPATIENT	241	16,357	32,542	0	-16,357	-100.00%
TEENAGE PREGNANCY PREVENTION	242	145,131	143,198	145,131	0	0.00%
IMMUNIZATION	243	244,963	437,585	251,387	6,424	2.62%
HEALTH START	245	309,668	341,218	311,245	1,577	0.51%
heALTH START	247	4,675	4,675	4,675	0	0.00%
TOBACCO	249	334,535	334,535	334,535	0	0.00%
FIRST THINGS FIRST	250	126,110	9,500	31,834	-94,276	-74.76%
MEDICAL CONTINUING EDUCATION	525	33,183	84,056	52,975	19,792	59.64%
EL RIO GRANT	526	5,927	5,927	0	-5,927	-100.00%
TURNING POINT	527	3,715	3,448	3,029	-686	-18.47%
H1N1 PLANNING	530	0	498	0	0	0.00%
H1N1 IMPLEMENTATION	531	0	75,528	88,889	88,889	100.00%
AZ ANTI-METH INITIATIVE L/D	539	0	6,261	6,261	6,261	100.00%
TOTAL HEALTH		2,799,114	3,169,483	2,834,600	35,486	1.27%
COCHISE AGING & SOCIAL SERVICES:						
SEAGO GRANT	239	370,732	370,029	355,609	-15,123	-4.08%
COCHISE HEALTH SYSTEMS	508	45,789,224	43,415,560	11,836,956	-33,952,268	-74.15%
TOTAL COCHISE AGING & SOCIAL SER.		46,159,956	43,785,589	12,192,565	-33,967,391	-73.59%
PUBLIC WORKS:						
HIGHWAY	251	15,094,366	16,710,540	18,504,721	3,410,355	22.59%
TRAFFIC SIGNAL HWY 92/RAMSEY	256	43,471	244,168	244,168	200,697	461.68%
COFFMAN ROAD ACCESS	257	4,300	0	0	-4,300	-100.00%
GEODETIC SURVEY GRANT	258	5,000	5,000	0	-5,000	-100.00%
PEARCE LAND SALE	260	142,690	24,594	24,594	-118,096	-82.76%
FLOOD CONTROL DISTRICT	261	5,992,557	5,902,131	5,930,003	-62,554	-1.04%
TOTAL PUBLIC WORKS		21,282,384	22,886,433	24,703,486	3,421,102	16.07%
GROUP HEALTH	501	8,551,622	8,504,024	8,630,149	78,527	0.92%
COUNTY CAPITAL PROJECTS	400	9,037,734	16,197,502	16,788,467	7,750,733	85.76%
FUTURE GRANTS	400	3,000,000	0	5,000,000	2,000,000	66.67%
IT SPECIAL REVENUE FUNDS						
MIS/COMM. CAPITAL PROJECTS	450	506,280	522,827	429,058	-77,222	-15.25%
OSAM PROJECT	451	3,649	3,482	0	-3,649	-100.00%
IT COMPUTER REPLACEMENT PROG.	601	492,542	583,933	551,995	59,453	12.07%
GIS STATE GRANT	603	6,082	6,082	0	-6,082	-100.00%
TOTAL IT		1,008,553	1,116,324	981,053	-27,500	-2.73%
SOLID WASTE:						
LANDFILL CLOSURE	502	311,810	317,170	530,070	218,260	70.00%
UDA CLEAN-UP	503	10,000	4,200	21,000	11,000	110.00%
CAPITAL PROJECTS	504	257,298	147,158	0	-257,298	-100.00%
SOLID WASTE	505	4,778,522	4,375,910	4,812,669	34,147	0.71%
WASTE TIRE	506	274,501	301,674	323,174	48,673	17.73%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
TOTAL SOLID WASTE		5,320,321	4,828,942	5,686,913	366,592	6.89%
SPECIAL SCHOOL FUND	275	17,578	13,990	14,066	-3,512	-19.98%
COUNTY SCHOOL FUND	276	272,134	310,481	252,674	-19,460	-7.15%
SCHOOL SAIS ASSISTANCE	277	79,389	97,100	64,584	-14,805	-18.65%
SMALL SCHOOL FUND	278	153,679	165,328	141,722	-11,957	-7.78%
EDUCATION SERVICE AGENCY	279	82,636	78,524	84,157	1,521	1.84%
COUNTY SCHOOL RESERVE	280	6,499	6,499	6,499	0	0.00%
JAIL EDUCATION PROGRAM	281	58,605	51,601	58,772	167	0.28%
JUV. DETENTION EDUCATION	282	115,042	94,428	99,090	-15,952	-13.87%
ELL TITLE III CONSORTIUM	283	58,891	20,929	35,451	-23,440	-39.80%
TITLE II IMPROVING TEACHER QUAL.	286	78,380	101,959	100,060	21,680	27.66%
IDEA PROMISING TRANSITION	582	8,984	8,831	9,031	47	0.52%
TOTAL SCHOOL		931,817	949,670	866,106	-65,711	-7.05%
TOTAL ALL OTHER FUNDS		131,353,772	134,993,782	111,134,277	-20,247,234	-15.41%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL EXPENSES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
PUBLIC DEFENDER TRAINING	101	6,851	8,548	7,420	569	8.31%
AID TO INDIGENT DEFENSE	102	18,762	23,362	8,356	-10,406	-55.46%
FILL THE GAP HOLDBACK FUNDS P/D	104	147,421	72,754	150,801	3,380	2.29%
DRUG, GANG CONTROL PROGRAM	587	10,501	0	0	-10,501	-100.00%
ASSESSOR GIS CONVERSION FUND	515	195,000	198,806	52,500	-142,500	-73.08%
DOCUMENT STORAGE-RECORDER	103	21,853	139,685	-10,419	-32,272	-147.68%
HAVA GRANT - RECORDER	322	34,818	0	35,268	450	1.29%
SPECIAL ELECTION - RECORDER	323	0	12,588	27,739	27,739	100.00%
ELECTIONS-HAVA GRANT	321	100,684	26,173	61,019	-39,665	-39.40%
B. D. I. AIRPORT	105	360,160	347,039	680,560	320,400	88.96%
FLEET MANAGEMENT	109	4,670,151	2,166,864	5,656,749	986,598	21.13%
HEAVY FLEET MANAGEMENT	600	7,421,021	5,648,487	5,759,725	-1,661,296	-22.39%
LEGAL DEFENDER TRAINING	112	7,421	4,006	5,789	-1,632	-21.99%
TAXPAYER INFORMATION FUND	113	216,574	46,350	177,284	-39,290	-18.14%
COMM.DEVEL. PROJECTS	115	1,829,292	761,842	831,697	-997,595	-54.53%
COUNTY LIBRARY ENERGY EFF RETR	341	175,000	161,745	0	-175,000	-100.00%
COUNTY JAIL KITCHEN UPGRADE	342	178,891	165,606	0	-178,891	-100.00%
TOURISM DEVELOPMENT-W/CITIES	340	32,806	24,431	0	-32,806	-100.00%
TOURISM DEVELOPMENT	116	136,143	144,706	114,866	-21,277	-15.63%
LOCAL 911	213	15,141	810	19,467	4,326	28.57%
EMERGENCY SERVICES	218	29,750	18,020	32,469	2,719	9.14%
METH PROJECT	106	78,428	1,729	0	-78,428	-100.00%
ST. DAVID WATER DISTRICT	187	597	0	569	-28	-4.69%
TRANSIT STATE ASSISTANCE	193	78,179	63,827	116,052	37,873	48.44%
TOWN OF COCHISE WATER DISTRICT	194	688	0	660	-28	-4.07%
BABOCAMARI ROAD DISTRICT	197	-420,877	9,202	-428,949	-8,072	1.92%
MESCAL J 6 FIRE DISTRICT	198	2,481	2,481	2,481	0	0.00%
ELFRIDA WATER DISTRICT	199	0	1,000	1,000	1,000	100.00%
UPPER SAN PEDRO WATER DISTRICT	350	170,794	37,497	133,297	-37,497	-21.95%
PLANNING:						
HAZARD ABATEMENT	119	0	143,116	0	0	0.00%
TOTAL PLANNING		0	143,116	0	0	0.00%
TOTAL MISC. SPECIAL REV. FUNDS		15,518,530	10,230,674	13,436,400	-1,709,430	-11.02%
ATTORNEY:						
COMMUNITY GUN VIOLENCE	120	68,474	10,611	64,191	-4,283	-6.25%
VICTIM COMPENSATION	121	77,007	54,910	66,709	-10,298	-13.37%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL EXPENSES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
SCHOOL ENHANCEMENT	122	54,344	13,783	53,865	-479	-0.88%
C.J.E. HOLDING	123	233,645	48,989	115,920	-117,725	-50.39%
ANTI RACKETEERING	124	1,099,586	285,889	1,563,545	463,959	42.19%
VICTIM ASSISTANCE	125	36,010	34,454	37,409	1,399	3.89%
VICTIM NOTIFICATION - JUVENILE	126	45,750	44,379	48,514	2,764	6.04%
CHILD SUPPORT	127	27,136	5,679	29,755	2,619	9.65%
VICTIM RIGHTS GRANT FEDERAL	128	1,954	826	1,502	-452	-23.13%
FILL THE GAP	129	95,535	31,155	48,031	-47,504	-49.72%
ATTORNEY DPS	130	84,359	85,642	134,321	49,962	59.23%
ADULT DIVERSION	131	96,762	103,612	117,044	20,282	20.96%
ATTORNEY VOCA	132	41,728	0	41,611	-117	-0.28%
HIDTA IV	134	259,856	253,315	252,732	-7,124	-2.74%
A C J C BAG GRANT	135	0	0	204,632	204,632	100.00%
C.J.E CURRENT	136	257,613	258,152	198,221	-59,392	-23.05%
ARIZONA AUTO THEFT AUTHORITY	137	0	0	54,713	54,713	100.00%
FILL THE GAP HOLDBACK FUNDS	138	123,318	123,771	142,410	19,092	15.48%
VICTIM SUBROGATION	139	14,542	0	14,542	0	0.00%
VIOLENT CRIME CONTROL	578	200,746	206,342	0	-200,746	-100.00%
EMPLOYER SANCTIONS	579	0	0	0	0	0.00%
TOTAL ATTORNEY		2,818,365	1,561,509	3,189,667	371,302	13.17%
ADULT PROBATION:						
GPS ADULT PROB STATE GRANT	145	0	52,325	0	0	0.00%
ADULT PROB. SERVICE FEE	147	160,721	151,886	213,171	52,450	32.63%
COMMUNITY PUNISHMENT	149	133,344	158,543	149,210	15,866	11.90%
STATE AID ENHANCEMENT	152	639,999	586,724	655,540	15,541	2.43%
I.P.S GRANT	158	795,806	697,158	768,000	-27,806	-3.49%
D. E. A.	160	42,483	66,897	36,600	-5,883	-13.85%
DRUG TREATMENT EDUCATION	540	86,880	31,664	38,395	-48,485	-55.81%
FEDERAL DOMESTIC VIOLENCE	557	197,242	188,065	191,490	-5,752	-2.92%
EXTRA ADULT PROB. ASSESSMENT	590	27,110	0	31,942	4,832	17.82%
LEARN LAB	591	0	11,510	0	0	0.00%
ACCESS TO RECOVERY	593	103,488	63,559	0	-103,488	-100.00%
TOTAL ADULT PROBATION		2,187,073	2,008,331	2,084,348	-102,725	-4.70%
JUVENILE PROBATION:						
DETENTION EDUCATION	143	101,682	85,920	85,838	-15,844	-15.58%
JUV. PROB. SERVICE FEE	148	21,517	25,674	43,781	22,264	103.47%
STATE AID ENHANCEMENT	153	170,362	170,255	167,519	-2,843	-1.67%
JUV. FAMILY COUNSELING	154	24,785	19,987	20,643	-4,142	-16.71%
P. I. C.	155	276,179	283,664	280,875	4,696	1.70%
DETENTION FEES	156	38,611	46,625	27,041	-11,570	-29.97%
SURVEILLANCE	159	501,726	484,098	480,948	-20,778	-4.14%
COURT IMPROVEMENT PROGRAM	167	39,409	38,561	38,709	-700	-1.78%
JUVENILE X-FEES	170	12,950	15,514	3,493	-9,457	-73.03%
PROJECT RESTORE	550	2,252	1,684	0	-2,252	-100.00%
TITLE 1 JUVENILE EDUCATION	551	64,267	131,054	98,685	34,418	53.55%
VICTIM RIGHTS IMPLEMENTATION	553	24,600	25,041	25,000	400	1.63%
TREATMENT SERVICES	555	100,675	104,712	104,686	4,011	3.98%
JUV. DIVERSION CONSEQUENCE	556	103,271	121,016	118,756	15,485	14.99%
JAIBG DETENTION PROJECT	559	86,010	75,335	75,327	-10,683	-12.42%
JABG	580	21,943	24,810	24,810	2,867	13.07%
SEAMLESS TRANSITION	581	1,675	1,900	1,900	225	13.43%
JUVENILE X-FEES	584	5,015	3,705	2,924	-2,091	-41.69%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL EXPENSES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
CASA	585	78,177	89,344	97,212	19,035	24.35%
TOTAL JUVENILE		1,675,106	1,748,899	1,698,147	23,041	1.38%
COURT ADMINISTRATION:						
EXPEDITED CHILD SUPPORT	141	17,233	17,233	16,154	-1,079	-6.26%
FILL THE GAP	150	648,354	352,389	670,154	21,800	3.36%
LAW LIBRARY	151	261,490	212,577	270,841	9,351	3.58%
EMANCIPATION ADMIN. COST	157	218	0	218	0	0.00%
LOCAL CRT. ASSISTANCE FUND	161	449,008	386,722	436,694	-12,314	-2.74%
CONCILIATION/MEDIATION	163	83,062	78,087	87,449	4,387	5.28%
JUDICIAL COLLECTIONS	164	8,122	0	8,980	858	10.56%
CHILDREN'S ISSUES	168	17,529	15,917	15,702	-1,827	-10.42%
J C E F COLLECTIONS	169	103,173	72,750	97,357	-5,816	-5.64%
PHOTO ENFORCEMENT	300	0	0	2,880	2,880	100.00%
J.P. TIME PAYMENT FEES	301-306	111,921	80,894	98,363	-13,558	-12.11%
J.P. ENHANCEMENT FUNDS	311-316	715,646	11,664	958,887	243,241	33.99%
PROBATE FEES	549	37,262	8,845	43,753	6,491	17.42%
PSI GRANT	561	40,322	33,787	48,391	8,069	20.01%
AZTEC FIELD SUPPORT	562	69,489	70,827	72,738	3,249	4.68%
JUSTICE COURT SECURITY FEE	563	526,527	144,439	641,272	114,745	21.79%
COURT ENHANCEMENT FUND	564	734,173	542,912	525,015	-209,158	-28.49%
SCHOOL CROSSING ENFORCEMENT	565	0	0	1,000	1,000	100.00%
TOTAL COURT ADMIN.		3,823,529	2,029,043	3,995,848	172,319	4.51%
CLERK OF THE COURTS:						
CHILD SUPPORT AUTOMATION	142	1,511	0	1,490	-21	-1.39%
DOCUMENT STORAGE	162	146,381	46,943	117,500	-28,881	-19.73%
SPOUSAL MAINT.ENFORCEMENT	560	31,324	1,640	33,100	1,776	5.67%
TOTAL CLERK OF THE COURT		179,216	48,583	152,090	-27,126	-15.14%
TOTAL JUDICIAL SPECIAL REV. FUNDS		7,864,924	5,834,856	7,930,433	65,509	0.83%
LIBRARY:						
COUNTY LIBRARY	171	2,393,869	1,601,862	2,396,865	2,996	0.13%
STATE GRANT IN AID	172	0	23,000	23,000	23,000	100.00%
STATE GRANT IN AID	173	0	5,000	0	0	0.00%
CHILDREN IN POVERTY	174	14,453	14,453	0	-14,453	-100.00%
FRIENDS OF THE LIBRARY	175	2,459	0	2,459	0	0.00%
LSTA FAMILY LITERACY	177	0	6,802	0	0	0.00%
LIBRARY AUTOMATION	179	4,542	4,542	0	-4,542	-100.00%
GATES FOUNDATION	180	325	325	0	-325	-100.00%
TOTAL LIBRARY		2,415,648	1,655,984	2,422,324	6,676	0.28%
FIRE DISTRICT ASSIST. TAX	186	1,111,756	1,111,756	1,092,081	-19,675	-1.77%
SPECIAL DISTRICTS:						
NACO LIGHT DISTRICT	188	8,127	6,955	9,242	1,115	13.72%
SUNSITES LIGHT DISTRICT	189	22,736	16,325	21,445	-1,291	-5.68%
BOWIE LIGHT DISTRICT	190	13,131	11,299	12,863	-268	-2.04%
GOLDEN ACRES LIGHT DISTRICT	191	11,273	7,945	9,311	-1,962	-17.40%
PIRTLEVILLE LIGHT DISTRICT	195	13,932	10,773	13,199	-733	-5.26%
CARMEL LIGHT DISTRICT	196	3,249	2,161	0	-3,249	-100.00%
TOTAL		72,448	55,458	66,060	-6,388	-8.82%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL EXPENSES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
J. T. P. A.	192	854,000	906,000	1,000,000	146,000	17.10%
SHERIFF:						
STONEGARDEN	200	5,542	65,578	0	-5,542	-100.00%
STONEGARDEN	201	150,000	880,710	777,183	627,183	418.12%
HIDTA VII	202	196,398	304,380	231,530	35,132	17.89%
JAIL ENHANCEMENT	203	563,613	82,995	683,651	120,038	21.30%
SAFE STREETS GRANT	204	304,199	72,965	230,848	-73,351	-24.11%
LAW ENFORCEMENT	205	352,403	12,400	628,000	275,597	78.21%
DARE GRANT	207	12,451	1,588	12,265	-186	-1.49%
INMATE WELFARE	208	444,090	182,077	533,638	89,548	20.16%
BORDER SECURITY ENHANCEMENT	209	0	752,547	797,453	797,453	100.00%
VICTIM RIGHTS & ASSISTANCE	210	14,500	14,700	14,700	200	1.38%
AZ CRIMINAL JUSTICE GRANT	212	212,204	190,270	212,204	0	0.00%
APOST TRAINING FUND	216	0	22,901	7,099	7,099	100.00%
GITEM GRANT	570	161,629	11,665	143,073	-18,556	-11.48%
INTEGRATED SEX OFFENDER MGT.	572	0	2,328	0	0	0.00%
GOV. OFFICE OF HIGHWAY SAFETY	573	148,235	77,229	29,329	-118,906	-80.21%
ARE YOU OK PROGRAM	574	5,186	3,424	269	-4,917	-94.81%
AZ VEHICLE TASK FORCE	576	36,150	23,419	12,731	-23,419	-64.78%
TOTAL SHERIFF		2,606,600	2,701,176	4,313,973	1,707,373	65.50%
HEALTH:						
GENERAL MILLS DAYCARE	220	0	537	620		
BIOTERRORISM	222	267,748	194,870	213,966	-53,782	-20.09%
MATERNAL & CHILD HEALTH	223	103,830	0	104,529	699	0.67%
DIABETES EDUCATOR	224	22,201	0	22,245	44	0.20%
NUTRITION	225	36,386	0	36,286	-100	-0.27%
CHILD HEALTH - NICP	226	2,259	2,259	0	-2,259	-100.00%
BREASTFEEDING COUNSELING	227	0	48,447	62,672	62,672	100.00%
WIC	228	675,445	586,952	643,805	-31,640	-4.68%
STEPS GRANT	229	0	0	167,110	167,110	100.00%
SEABHS HIV/AIDS PREVENTION	231	11,761	1,100	26,410	14,649	124.56%
FAMILY PLANNING	232	74,641	36,076	85,402	10,761	14.42%
AIDS GRANT	233	18,666	18,571	18,666	0	0.00%
TB CONTROL	234	26,187	13,070	26,202	15	0.06%
ACCION PARA LA SALUD	235	0	22,401	25,000	25,000	100.00%
STD GRANT	237	23,175	4,178	20,815	-2,360	-10.18%
SMOKE FREE	240	312,551	216,424	150,911	-161,640	-51.72%
HIV OUTPATIENT	241	16,357	16,271	0	-16,357	-100.00%
TEENAGE PREGNANCY PREVENTION	242	145,131	143,198	145,131	0	0.00%
IMMUNIZATION	243	244,963	114,549	251,387	6,424	2.62%
HEALTH START	245	309,668	212,795	311,245	1,577	0.51%
HEALTH START	247	4,675	0	4,675	0	0.00%
TOBACCO	249	334,535	331,050	334,535	0	0.00%
FIRST THINGS FIRST	250	126,110	9,500	31,834	-94,276	-74.76%
MEDICAL CONTINUING EDUCATION	525	33,183	31,081	52,975	19,792	59.64%
EL RIO GRANT	526	5,927	5,927	0	-5,927	-100.00%
TURNING POINT	527	3,715	419	3,029	-686	-18.47%
H1N1 PLANNING	530	0	498	0	0	0.00%
H1N1 IMPLEMENTATION	531	0	75,528	88,889	88,889	100.00%
AZ ANTI-METH INITIATIVE	539	0	0	6,261	6,261	100.00%
TOTAL HEALTH		2,799,114	2,085,701	2,834,600	35,486	1.27%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - OTHER FUNDS

FUND NAME	FUND	2010-11 ADOPTED BUDGET	2010-11 ACTUAL EXPENSES	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
COCHISE AGING & SOCIAL SERVICES:						
SEAGO GRANT	239	370,732	317,581	355,609	-15,123	-4.08%
COCHISE HEALTH SYSTEMS	508	45,789,224	39,928,604	11,836,956	-33,952,268	-74.15%
TOTAL C. A. S. S.		46,159,956	40,246,185	12,192,565	-33,967,391	-73.59%
PUBLIC WORKS:						
HIGHWAY	251	15,094,366	10,639,819	18,504,721	3,410,355	22.59%
TRAFFIC SIGNAL HWY 92/RAMSEY	256	43,471	177,562	244,168	200,697	461.68%
COFFMAN ROAD ACCESS	257	4,300	0	0	-4,300	-100.00%
GEODETIC SURVEY GRANT	258	5,000	5,000	0	-5,000	-100.00%
PEARCE LAND SALE	260	142,690	0	24,594	-118,096	-82.76%
FLOOD CONTROL DISTRICT	261	5,992,557	2,354,167	5,930,003	-62,554	-1.04%
TOTAL PUBLIC WORKS		21,282,384	13,176,548	24,703,486	3,421,102	16.07%
GROUP HEALTH	501	8,551,622	8,038,857	8,630,149	78,527	0.92%
COUNTY CAPITAL PROJECTS	400	9,037,734	1,999,797	16,788,467	7,750,733	85.76%
FUTURE GRANTS	400	3,000,000	0	5,000,000	2,000,000	66.67%
IT SPECIAL REVENUE FUNDS						
MIS/COMM. CAPITAL PROJECTS	450	506,280	298,769	429,058	-77,222	-15.25%
OSAM PROJECT	451	3,649	3,482	0	-3,649	-100.00%
IT COMPUTER REPLACEMENT PROG.	601	492,542	45,509	551,995	59,453	12.07%
GIS STATE GRANT	603	6,082	6,082	0	-6,082	-100.00%
TOTAL IT		1,008,553	353,842	981,053	-27,500	-2.73%
SOLID WASTE:						
LANDFILL CLOSURE	502	311,810	55,000	530,070	218,260	70.00%
UDA CLEAN-UP	503	10,000	4,200	21,000	11,000	110.00%
CAPITAL PROJECTS	504	-54,512	0	0	54,512	-100.00%
SOLID WASTE	505	4,778,522	4,676,536	4,812,669	34,147	0.71%
WASTE TIRE	506	274,501	200,000	323,174	48,673	17.73%
TOTAL SOLID WASTE		5,320,321	4,935,736	5,686,913	366,592	6.89%
SCHOOL ACCOUNTS:						
SPECIAL SCHOOL	275	17,578	10,442	14,066	-3,512	-19.98%
COUNTY SCHOOL FUND	276	272,134	244,631	252,674	-19,460	-7.15%
SCHOOL SAIS ASSISTANCE	277	79,389	97,100	64,584	-14,805	-18.65%
SMALL SCHOOL FUND	278	153,679	155,072	141,722	-11,957	-7.78%
EDUCATION SERVICES AGENCY	279	82,636	5,467	84,157	1,521	1.84%
COUNTY SCHOOL RESERVE	280	6,499	0	6,499	0	0.00%
JAIL EDUCATION PROGRAM	281	58,605	34,928	58,772	167	0.28%
JUV. DETENTION EDUCATION	282	115,042	85,838	99,090	-15,952	-13.87%
ELL TITLE III CONSORTIUM	283	58,891	15,478	35,451	-23,440	-39.80%
TITLE II IMPROVING TEACHER QUAL.	286	78,380	85,529	100,060	21,680	27.66%
IDEA PROMISING TRANSITION	582	8,984	0	9,031	47	0.52%
TOTAL SCHOOL		931,817	734,485	866,106	-65,711	-7.05%
TOTAL ALL OTHER FUNDS		131,353,772	95,628,564	111,134,277	-19,846,795	-15.11%

GENERAL FUND
DECISION PACKAGES FY 11/12
CAPITAL EQUIPMENT W/CONTINUED COST

Department	Capital	Other Cost	Total Cost	Cont'd. Annual Cost
ELECTIONS				
Used High Speed Scanner	40,000	2,895	42,895	2,895
Dell Precision Computers (2) and monitors & MS Office	7,435	tbd	7,435	tbd
Total Elections	47,435	2,895	50,330	2,895
HUMAN RESOURCES				
Compensation Plan	0	15,000	15,000	0
Supervisory training	0	50,000	50,000	0
Total Human Resources	0	65,000	65,000	0
FACILITIES MANAGEMENT				
Upgrade Manager Plus Work Order System software program	10,000	1,000	11,000	1,000
Total Facilities	10,000	1,000	11,000	1,000
COUNTY WIDE REQUESTED PROJECTS *				
Listed by Facilities Priority Number				
#1 - Facilities				
Remove very large tree from NE corner of JP4 & remodel judge chambers	20,000		20,000	
#2 - Facilities				
Willcox Health Dept misc repairs	15,000		15,000	
#3 - Facilities				
(2) A/C units in server rooms at Benson Service Center	3,500		3,500	
#4 - Facilities				
OBHS gymnasium & roof hot mop	8,500		8,500	
#5 - Facilities				
Replace two heaters in School Supt office	6,000		6,000	
#6 - Facilities				
Pressure wash and paint exterior of Annex bldg (Cnty Atty)	25,000		25,000	
#7 - Facilities				
Regional Long Term Evidence Storage	22,000		22,000	
#8 - Facilities				
Clerk of Court Remodel	100,000		100,000	
#9 - Facilities				
OBHS window coverings on east side	27,000		27,000	
Total County-Wide Requested Projects	227,000	0	227,000	0
TOTAL FACILITIES MANAGEMENT	237,000	1,000	238,000	1,000
PLANNING AND ZONING				
(2) Tri-file sliding shelving units for parcel file room	12,500	0	12,500	0
Total Planning and Zoning	12,500	0	12,500	0
JUDICIAL SYSTEM				
Adult Probation				
Temp wages for pre-sentence report writers - if needed. Will take from contingency if needed).	0	16,094	16,094	0
Clerk of the Courts				
Jury Trial expenses (approved to take from contingency if needed)	0	20,000	20,000	0
Court Administration				
Mandatory Services (approved to take from contingency if needed, court reporter services/transcripts).	0	10,000	10,000	0
Total Judicial System	0	46,094	46,094	0
TOTAL CAPITAL (General Fund)	296,935	112,094	411,924	1,000

GENERAL FUND
ADDITIONAL PERSONNEL W/ASSOCIATED COSTS/CHANGES
FY 11/12

Department/Request	Hire Date	New Positions Plus Benefits	Small Equipment/ Capital	Other	Total FY 11/12	Cont'd. Annual Cost
JUDICIAL SYSTEM						
JP6						
Court Assistant (unfreeze existing position - fill with a temp for at least 6 months, then review after 6 months for increased revenue)	7/01/2011	34,247	0	0	34,247	0
Temp wages		27,242	0	0	27,242	0
Total Judicial		61,489	0	0	61,489	0
Total Gen Fund Additional Positions/Changes		61,489	0	0	61,489	0

GENERAL FUND
RECLASSES/REORGS/MARKET ADJUSTMENTS W/ASSOCIATED COSTS/CHANGES
FY 11/12

Department/Request	New Positions Plus Benefits	Small Equipment/ Capital	Other	Total FY 11/12	Cont'd. Annual Cost
PUBLIC DEFENDER					
Reclass Atty I to Atty II	2,956	0	0	2,956	2,956
Reclass Legal Sec III to Legal Sec Suprvsr	2,472	0	0	2,472	2,472
Total Public Defender	5,428	0	0	5,428	5,428
Total Gen. Fund Reclasses/Mkt. Adj./Changes	5,428	0	0	5,428	5,428

FUND 450 - IT Capital Projects
DECISION PACKAGES FY 11/12
CAPITAL EQUIPMENT W/CONTINUED COST

Department	Capital	Other Cost	Total Cost	Cont'd. Annual Cost
INFORMATION TECHNOLOGIES (Fund 450)				
<i>Activity 1810</i>				
Network Backbone/Infrastructure upgrade	200,000	0	200,000	0
Total Activity 1810	200,000	0	200,000	0
ACTIVITY 1860				
	0	0	0	0
Total Activity 1860	0	0	0	0
Total Information Technologies	200,000	0	200,000	0

SPECIAL REVENUE FUNDS
DECISION PACKAGES FY 11/12
CAPITAL EQUIPMENT W/CONTINUED COST

Department	Capital	Other Cost	Total Cost FY 11/12	Cont'd. Annual Cost
SOLID WASTE				
Fence for WRL	35,000	0	35,000	0
Used garbage truck for Willcox Transfer Station	30,000	tbd	30,000	tbd
Move two compactors to RTS locations - REVISED	90,000	0	90,000	0
Total Misc. Capital Requests	155,000	0	155,000	0
HIGHWAY				
GPS surveying equipment	50,000	0	50,000	0
TOTAL HIGHWAY	50,000	0	50,000	0
GRAND TOTAL SRF Capital Equipment	205,000	0	205,000	0

SPECIAL REVENUE FUNDS
ADDITIONAL PERSONNEL W/ASSOCIATED COSTS
FY 11/12

Department/Request	Hire Date	New Positions Plus Benefits	Small Equipment/ Capital	Other	Total FY 10/11	Cont'd. Annual Cost
Court Security						
Security Officers (2) Fund 563	07/01/2011	72,397	17,650	940	90,987	73,337
Total Court Security		72,397	17,650	940	90,987	73,337
Total SRF Position Requests		72,397	17,650	940	90,987	73,337

Justice Court Enhancement Funds - Base Budget Requests	
Fiscal Year 11/12	
	Cost
JP1	
2 drawer lateral file and mobile pedestals	1,746
Paper Shredder	1,365
Total for JP1	\$3,111
JP2	
No requests provided	\$0
JP3	
Handicap door openers	\$2,200
DVR and 2 cameras for 2nd floor	\$3,666
Window tinting	\$500
Rugs for lobby	\$500
Total for JP3	\$6,866
JP4	
No requests provided	\$0
JP5	
File labeling software and accessories	\$5,000
Clean carpet, tile, upholstery and windows	\$4,800
Commercial vacuum cleaner	\$500
Storage Cabinets	\$1,050
Employment Testing Material	\$1,400
Staff Chairs - 4 at \$250 each	\$1,000
Judges' Meeting Luncheon	\$550
Total for JP5	\$14,300
JP6	
Auto Receipting Software	\$15,000
Expanding phone service (taken care of in 10/11)	0
Total for JP6	15,000
Grand Total All JP's	39,277
Court Enhancement Fund 564	
No requests	\$0

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - GENERAL FUND

REVENUE	2010-11 ADOPTED	2010-11 ACTUAL	PERCENT OF BUDGET ADOPTED	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
TAXES:						
R/E TAX CURRENT	25,803,179	24,823,653	96.20%	25,900,000	96,821	0.38%
R/E TAX DELNO	400,000	1,240,461	310.12%	400,000	78,369	9.55%
P/P TAX CURRENT	820,592	722,253	88.02%	898,961	78,369	9.55%
P/P TAX DELNO	20,000	38,704	193.52%	30,000	10,000	50.00%
PEN/INT ON DELNO TAXES	750,000	900,000	120.00%	750,000	0	0.00%
AUTO LIEU TAXES	3,600,000	3,543,000	98.42%	3,500,000	-100,000	-2.78%
COUNTY 1/2 CENT SALES TAX	3,011,910	3,011,910	100.00%	3,597,072	585,162	19.43%
TOTAL TAXES	34,405,681	34,279,981	99.63%	35,076,033	670,352	1.95%
LICENSES & PERMITS:						
ANIMAL LICENSES	0	450	100.00%	200	200	100.00%
OTHER LICENSES	35,000	25,000	71.43%	25,000	-10,000	-28.57%
TOTAL LICNS & PERMITS	35,000	25,450	72.71%	25,200	-9,800	-28.00%
FEDERAL GOVERNMENT:						
PAYMENT IN LIEU	2,000,000	1,862,000	93.10%	1,861,000	-139,000	-6.95%
FEDERAL REIMB. FOR OVERTIME	10,000	6,400	64.00%	10,000	0	0.00%
FEDERAL PRISONER REIMB	77,000	-510,815	-663.40%	79,000	2,000	2.60%
EMERG SVC REIMB	100,087	98,656	98.57%	99,395	-692	-0.69%
TOTAL FEDERAL GOVT	2,187,087	1,456,241	105.93%	2,049,395	-137,692	-6.30%
STATE GOVERNMENT:						
SALES TAX	10,060,000	10,732,000	106.68%	10,710,000	650,000	6.46%
STATE LOTTERY	0	1,192	100.00%	0	0	0.00%
STATE FISH AND GAME	0	785	100.00%	785	0	0.00%
LIQUOR LICENSES	30,000	30,000	100.00%	30,000	0	0.00%
JP SALARY REIMBURSEMENT	116,630	116,630	100.00%	0	-116,630	-100.00%
CITY REIMB.CRT.CONSolidATION	240,241	240,241	100.00%	237,432	-2,809	-1.17%
STATE PRISON REIMB-CLEK	5,000	2,500	50.00%	2,500	-2,500	-50.00%
STATE PRISON REIMB-SHERIFF	7,000	10,600	151.43%	7,000	-2,500	-35.71%
SEARCH & RESCUE REIMB	3,000	3,000	100.00%	3,000	0	0.00%
LTE CONTRIBUTION REFUND	0	760,101	100.00%	0	0	0.00%
HEALTH DIRECT & PER CAP	0	0	0.00%	0	0	0.00%
JUVENILE NUTRITION REIMB	31,000	32,000	103.23%	32,000	1,000	3.23%
JUVENILE SAFE SCHOOLS REIMB	0	0	0.00%	0	0	0.00%
TOTAL STATE GOVT	10,492,871	11,929,049	113.69%	11,022,717	529,846	5.05%
CHARGE FOR SERVICES:						
J.P. #1 FEES	20,000	32,000	160.00%	30,000	10,000	50.00%
J.P. #2 FEES	38,000	19,570	51.50%	38,000	0	0.00%
J.P. #3 FEES	60,000	57,500	95.83%	60,000	0	0.00%
J.P. #4 FEES	28,000	35,000	125.00%	30,000	2,000	7.14%
J.P. #5 FEES	200,000	188,664	94.33%	190,000	-10,000	-5.00%
J.P. #6 FEES	17,000	42,000	247.06%	35,000	18,000	105.88%
BOARD OF SUPERVISORS FEES	0	0	0.00%	0	0	0.00%
TREASURER FEES	109,000	102,660	94.18%	109,000	0	0.00%
ASSESSOR FEES	20,000	24,000	120.00%	24,000	4,000	20.00%
RECORDER FEES	200,000	185,000	92.50%	195,000	-5,000	-2.50%
VOTER REGISTRATION FEES	10,000	14,000	140.00%	15,000	5,000	50.00%
ELECTION FEES	37,000	21,206	57.31%	8,400	-28,600	-77.30%
SPECIAL DISTRICT FEES	3,712	2,742	73.87%	0	-3,712	-100.00%
ATTORNEY FEES	0	0	0.00%	0	0	0.00%
BAD CHECK FEES	6,000	2,000	33.33%	2,500	-3,500	-58.33%
INDIGENT ADMIN. ASSESSMENT	30,000	27,500	91.67%	30,000	0	0.00%
SUPERIOR COURT FEES	200,000	190,000	95.00%	190,000	-10,000	-5.00%
JUVENILE DETENTION FEES	3,000	6,500	216.67%	3,000	0	0.00%
S.V. CONSTABLE FEES	27,000	27,000	100.00%	27,000	0	0.00%
SHERIFF FEES	72,000	83,000	115.28%	78,000	6,000	8.33%
FINGERPRINT FEES	1,000	1,300	130.00%	1,000	0	0.00%
I.G.A. JAIL	0	0	0.00%	0	0	0.00%
JAIL REIMB - CITIES	24,500	53,000	216.33%	45,000	20,500	83.67%
INSPECTION FEES	400,000	300,000	75.00%	400,000	0	0.00%
PLANNING FEES	36,000	38,000	105.56%	40,000	4,000	11.11%
PW/FC CONTRACT	0	0	0.00%	0	0	0.00%
MISC. PLANNING SERVICES	1,500	1,000	66.67%	1,500	0	0.00%
RURAL ADDRESSING FEES	22,000	16,075	73.07%	22,000	0	0.00%
FLU IMMUNIZATION FEES	15,000	6,866	45.77%	10,000	-5,000	-33.33%
OTHER IMMUN. FEES	28,500	22,707	79.67%	28,500	0	0.00%
HEP A VACCINE - OTHER	1,000	0	0.00%	1,000	0	0.00%
HEP B VACCINE - OTHER	2,000	3,330	166.50%	2,000	0	0.00%
VITAL STATISTICS	98,000	101,000	103.06%	98,000	0	0.00%
ENVIRONMENTAL HLTH FEES	387,000	380,000	98.19%	380,000	-7,000	-1.81%

COCHOISE COUNTY
2011-12 TENTATIVE BUDGET
REVENUE SUMMARY - GENERAL FUND

REVENUE	2010-11 ADOPTED BUDGET	2010-11 ACTUAL REVENUES	PERCENT OF ADOPTED BUDGET COLLECTED	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
JAIL MEDICAL CO-PAY	12,000	7,200	60.00%	12,000	0	0.00%
HLTH NURSING-CHG FOR SERV.	0	150	100.00%	0	0	0.00%
LONG TERM CARE LIENS	0	0	0.00%	0	0	0.00%
COCHOISE COMBINED TRUST	8,382	0	0.00%	8,382	0	0.00%
FIDUCIARY FEES	109,000	81,950	75.18%	90,000	-19,000	-17.43%
AIRPORT LEASES	2,640	3,370	127.65%	3,960	50,000	50.00%
HANGAR RENTALS	9,120	9,120	100.00%	9,120	0	0.00%
FUEL SALES - AIRPLANE	950	1,951	142.21%	3,708	2,758	290.32%
CATV LICENSES	50,000	50,000	100.00%	50,000	0	0.00%
INFORMATION TECH. FEES	5,000	52,840	1056.80%	47,000	42,000	840.00%
FINANCE FEES	15,000	18,382	122.55%	15,000	0	0.00%
TOTAL CHARGE FOR SVCS	2,309,304	2,207,973	95.61%	2,333,070	23,766	1.03%
FINES AND FORFEITS:	140,000	140,850	100.61%	145,000	5,000	3.57%
J.P. #1 FINES	325,000	215,303	66.25%	325,000	0	0.00%
J.P. #3 FINES	385,700	263,300	68.27%	385,700	0	0.00%
J.P. #4 FINES	170,000	163,000	95.88%	170,000	0	0.00%
J.P. #5 FINES/S. V. MAGISTRATE	551,900	501,868	90.93%	501,900	-50,000	-9.06%
J.P. #6 FINES	255,000	324,975	127.44%	300,000	45,000	17.65%
SUPERIOR COURT FINES	30,000	30,000	100.00%	30,000	0	0.00%
ATTORNEY FINES/FORFEITURES	40,000	85,500	213.75%	40,000	0	0.00%
PROPERTY FINES & FORFTS	15,000	15,000	100.00%	15,000	0	0.00%
SHERIFF FINES	6,000	6,100	101.67%	6,100	100	1.67%
TOTAL FINES & FORFEITS	1,918,600	1,745,896	104.32%	1,918,700	100	0.01%
INTEREST:	300,000	167,620	55.87%	200,000	-100,000	-33.33%
INTEREST MISC.	2,500	0	0.00%	0	-2,500	-100.00%
TOTAL INTEREST	302,500	167,620	55.41%	200,000	-102,500	-33.88%
MISCELLANEOUS REVENUES:	54,000	40,193	74.43%	42,000	-12,000	-22.22%
SCHOOL IND. COST REIMB.	75,000	75,000	100.00%	75,000	0	0.00%
MISCELLANEOUS - RECORDER	0	213	100.00%	0	0	0.00%
MISCELLANEOUS - CLERK	52,360	83,116	158.74%	57,560	5,200	9.93%
TOTAL MISCELLANEOUS	181,360	198,522	109.46%	174,560	-6,800	-3.75%
TRANSFERS FROM OTHER FUNDS:	167,916	167,916	100.00%	147,616	-20,300	-12.09%
ATTORNEY ADULT DIVERSION	36,718	36,718	100.00%	35,448	-1,270	-3.46%
TRF.FROM 104 - PUB.DEF.FILL THE	0	0	0.00%	0	0	0.00%
TRF.FROM 102/104 - AID TO LEGAL	0	0	0.00%	0	0	0.00%
TRF.FROM 102 - AID TO PUBLIC DEF	0	0	0.00%	0	0	0.00%
TRF.FROM 147 APO	0	0	0.00%	0	0	0.00%
TRF.FROM CRT FEES TO SUPERIOR	243,398	243,398	100.00%	243,398	0	0.00%
TRF.FROM 203/205 TO SHERIFF	0	0	0.00%	0	0	0.00%
TRF.FROM 515 - ASSESSOR FEE	76,720	75,520	98.44%	0	-76,720	-100.00%
TRF.FR. 193	5,943	0	0.00%	0	-5,943	-100.00%
TRF.FROM FLEET	0	0	0.00%	0	0	0.00%
CHS SAVINGS RESIDUAL EQ.TRF.	1,000,000	1,000,000	100.00%	0	-1,000,000	-100.00%
TOTAL TRANSFERS	1,530,695	1,523,552	99.53%	426,462	-1,104,233	-72.14%
OTHER SOURCES AND USES	125,000	109,265	87.41%	100,000	-25,000	-20.00%
SALE OF PROPERTY	0	0	0.00%	0	0	0.00%
NET NEW REVENUES	53,488,098	53,643,549	100.29%	53,326,137	-161,961	-0.30%
TOTAL CASH CARRY FORWARD	24,559,182	25,031,380	101.92%	28,416,129	3,856,947	15.70%
TOTAL GEN FUND REVENUES	78,047,280	78,674,929	100.80%	81,742,266	3,694,986	4.73%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - GENERAL FUND

DEPARTMENT	2010-11 ADOPTED BUDGET	2010-11 PROJECTED EXPENSES	PERCENT OF ADOPTED BUDGET	2011-12 TENTATIVE BUDGET	PERCENT INCREASE (DECREASE)
GENERAL GOVERNMENT:					
ASSESSOR	1,950,009	1,960,447	100.54%	1,614,055	-335,954 -17.23%
ATTORNEY W/O CHILD SUP.	2,257,728	2,164,163	95.86%	1,987,535	-270,193 -11.97%
BOARD OF SUPERVISORS	1,417,272	1,102,108	77.76%	1,201,216	-216,056 -15.24%
ELECTIONS	389,694	301,866	77.46%	439,735	50,041 12.84%
FINANCE	806,714	788,683	97.76%	786,997	-19,717 -2.44%
PROCUREMENT	299,184	301,084	100.64%	298,673	-511 -0.17%
I.T.	1,450,230	1,277,491	88.09%	1,465,231	15,001 1.03%
G. I. S.	198,336	199,736	100.71%	200,948	2,612 1.32%
COMMUNICATIONS	322,139	251,523	78.08%	269,664	-52,475 -16.29%
WIRELESS	225,604	95,186	42.19%	155,431	-70,173 -31.10%
SUBTOTAL	2,196,309	1,823,936	83.05%	2,091,274	-105,035 -4.78%
HUMAN RESOURCES	431,002	338,839	78.62%	432,937	1,935 0.45%
RISK MANAGEMENT	948,308	749,552	79.04%	874,033	-74,275 -7.83%
SUBTOTAL	1,379,310	1,088,391	78.91%	1,306,970	-72,340 -5.24%
PLANNING & ZONING	1,770,219	1,112,234	62.83%	1,486,004	-284,215 -16.06%
RECORDER	270,925	263,750	97.35%	238,724	-32,201 -11.89%
VOTER REGISTRATION	133,989	134,889	100.67%	135,178	1,189 0.89%
SUBTOTAL	404,914	398,639	98.45%	373,902	-31,012 -7.66%
TREASURER	1,161,695	1,140,101	98.14%	1,086,157	-75,538 -6.50%
PUBLIC DEFENDER	1,402,500	1,377,889	98.25%	1,400,726	-1,774 -0.13%
LEGAL DEFENDER	1,855,236	1,990,505	107.29%	1,866,897	11,661 0.63%
AIRPORT OPERATIONS	14,240	11,598	81.45%	16,788	2,548 17.89%
FACILITIES MANAGEMENT	2,085,297	2,184,278	104.75%	2,228,598	143,301 6.87%
UTILITIES	1,256,977	1,199,524	95.43%	1,214,069	-42,908 -3.41%
SUBTOTAL	3,356,514	3,395,400	101.16%	3,459,455	102,941 3.07%
GENERAL GOVERNMENT	2,840,265	599,378	21.10%	3,614,131	773,866 27.25%
SUBTOTAL	23,487,563	19,544,824	83.21%	23,013,727	-473,836 -2.02%
JUDICIAL:					
J.P. #1	329,520	261,876	79.47%	267,313	-62,207 -18.88%
J.P. #2	386,644	327,119	84.60%	372,596	-14,048 -3.63%
J.P. #3	403,138	381,185	94.55%	391,583	-11,555 -2.87%
J.P. #4	347,574	320,685	92.26%	323,574	-24,000 -6.91%
J.P. #5	783,483	705,718	90.07%	712,310	-71,173 -9.08%
J.P. #6	239,517	227,679	95.06%	262,055	22,538 9.41%
SUBTOTAL	2,489,876	2,224,262	89.33%	2,329,431	-160,445 -6.44%
COURTADMINISTRATION	1,021,205	842,265	82.48%	863,812	-157,393 -15.41%
SUPERIOR CRT DIVISIONS	1,323,497	1,289,063	97.40%	1,368,399	44,902 3.39%
COURT SECURITY	375,639	346,340	92.20%	352,428	23,211 6.18%
MANDATORY SERVICES	122,627	92,291	75.26%	125,402	2,775 2.26%
SUBTOTAL	2,842,968	2,569,959	90.40%	2,710,041	-132,927 -4.68%

COCHISE COUNTY
2011-12 TENTATIVE BUDGET
EXPENDITURE SUMMARY - GENERAL FUND

DEPARTMENT	2010-11 ADOPTED BUDGET	2010-11 PROJECTED EXPENSES	PERCENT OF ADOPTED BUDGET	2011-12 TENTATIVE BUDGET	BUDGET INCREASE (DECREASE)	PERCENT INCREASE (DECREASE)
CLERK OF SUPERIOR COURT	1,468,998	1,314,507	89.48%	1,297,821	-171,177	-11.65%
JURY COMMISSIONER	90,095	76,878	85.33%	93,604	3,509	3.89%
MANDATORY SERVICES	138,000	157,500	114.13%	138,000	0	0.00%
SUBTOTAL	1,697,093	1,548,885	91.27%	1,529,425	-167,668	-9.88%
ADULT PROBATION	504,216	486,774	96.54%	482,986	-21,230	-4.21%
JUVENILE PROBATION	2,265,240	2,260,703	99.80%	2,084,594	-180,646	-7.97%
TOTAL JUDICIAL	9,799,393	9,090,583	92.77%	9,136,477	-662,916	-6.76%
S. V. CONSTABLE	157,535	158,735	100.76%	159,893	2,358	1.50%
CONSTABLES	66	26	39.39%	66	0	0.00%
SHERIFF:						
SHERIFF ADMIN.	3,609,873	3,432,814	95.10%	3,580,037	-29,836	-0.83%
SHERIFF'S ASSIST TEAM	14,984	7,880	52.59%	15,634	650	4.34%
INVESTIGATIONS	890,189	838,198	94.16%	895,677	5,488	0.62%
JAIL	3,968,538	3,974,516	100.15%	3,940,231	-28,307	-0.71%
PATROL	5,758,060	5,655,090	98.21%	5,768,838	10,778	0.19%
SUBTOTAL	14,241,644	13,908,498	97.66%	14,200,417	-41,227	-0.29%
MEDICAL EXAMINER	180,000	180,000	100.00%	180,000	0	0.00%
HEALTH:						
ADMINISTRATION	546,931	463,463	84.74%	482,800	-64,131	-11.73%
ADMIN. ALLOCATED EXPENSES	10,610	0	0.00%	10,610	0	0.00%
VITAL STATISTICS	60,489	46,576	77.00%	62,255	1,766	2.92%
NURSING & COMMUN SVCS	726,316	518,078	71.33%	580,546	-145,770	-20.07%
JAIL MEDICAL SERVICES	765,670	738,477	96.45%	805,604	39,934	5.22%
JAIL COUNSELING SERVICES	222,944	124,638	55.91%	194,154	-28,790	-12.91%
JUVENILE MEDICAL SERV.	102,290	95,212	93.08%	104,764	2,474	2.42%
ENVIRONMENTAL HEALTH	610,036	416,985	68.35%	412,830	-197,206	-32.33%
PREVENTION SERVICES	25,544	8,744	34.23%	26,031	487	1.91%
TOTAL HEALTH	3,070,830	2,412,173	78.55%	2,679,594	-391,236	-12.74%
COCHISE AGING & SOCIAL SRV.						
MEDICAL ASSISTANCE	8,338,382	6,744,090	80.88%	7,901,474	-436,908	-5.24%
RESPIRE/CASE MGMT	46,865	46,865	100.00%	46,865	0	0.00%
MENTAL HEALTH	210,425	210,000	99.80%	210,425	0	0.00%
PUBLIC FIDUCIARY	537,509	428,290	79.68%	501,926	-35,583	-6.62%
TOTAL C.A.S.S.	9,133,181	7,429,245	81.34%	8,660,690	-472,491	-5.17%
SCHOOL SUPERINTENDENT	380,262	288,749	75.93%	339,816	-40,446	-10.64%
SUBTOTAL BEFORE OVERHEAD	60,450,474	53,012,833	87.70%	58,370,680	-2,079,794	-3.44%
TRFS. FOR 1/2 CENT SALES TAX	-3,021,516	-2,754,033	91.15%	-2,481,237	540,279	-17.88%
OVERHEAD REVERSE EXPENSES						
NET EXP. BEFORE CONTINGENCY	57,428,958	50,258,800	87.51%	55,889,443	-1,539,515	-2.68%
CONTINGENCY - FROZEN POSITION	0	0	100.00%	3,125,675	3,125,675	100.00%
CONTINGENCY	20,618,322	0	0.00%	2,108,826	2,108,826	10.23%
GRAND TOTAL	78,047,280	50,258,800	64.40%	81,742,266	3,694,986	4.73%

Regular Board of Supervisors Meeting

Date: 07/12/2011

IGA for inspection services with the City of Bisbee

Submitted By: Jack Holden, Community
Development

Department: Community Development

Division: Building Safety

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:

NAME Jack Holden
of PRESENTER:

TITLE Building
of PRESENTER: Official

Mandated Function?:

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve an Intergovernmental Agreement with the City of Bisbee for the County to provide Building Inspection and Plan Review services when requested by the City, at a rate of \$60 per hour plus 10% administrative fee, effective for one year upon signatures of all parties, with automatic annual renewals unless terminated per the provisions of the agreement.

Background:

The City of Bisbee has submitted a request for the IGA to provide building inspection and plan review services in the event the City Building Inspector is absent. The City has only one person performing these duties and has to provide these services on a continuing basis.

This agreement does not contain provisions for the City to provide any services to the County.

Department's Next Steps (if approved):

The IGA requires approval by both parties prior to implementation.

The Building Safety Division would provide services to the City of Bisbee when requested.

Impact of NOT Approving/Alternatives:

The City of Bisbee would have to look to other sources to provide building inspection and plan review services.

To BOS Staff: Document Disposition/Follow-Up:

The IGA would need to be signed by both parties.

Fiscal Impact

Fiscal Year: 2011

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):**

The City will reimburse the County for Building Inspection and Plan Review services provided by County Building Inspectors and Plans Examiners at the rate of \$50 per hour with a 2 hour minimum.

The City will make all payments within thirty days (30) of the receipt of an itemized bill for services.

This agreement is automatically renewed for successive one-year terms unless the agreement is terminate as provided in the agreement.

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BISBEE
AND THE COUNTY OF COCHISE FOR BUILDING CODE INSPECTION
AND PLAN REVIEW**

This Agreement is made and entered into this ____ day of _____, 2011, by and between the City of Bisbee, a municipal corporation of the State of Arizona, hereinafter referred to as “the City,” and the County of Cochise, a political subdivision of the State of Arizona, hereinafter referred to as “the County,” pursuant to the authority of A.R.S § 11-952, et seq.

WHEREAS, the City is authorized to adopt and enforce building, electrical, mechanical and other similar health and safety codes pursuant to A.R.S. § 9-801, and the City Charter; and

WHEREAS, the City has implemented certain uniform building and safety codes within the City of Bisbee; and

WHEREAS, the County has similar authorization to adopt and enforce building codes within the unincorporated areas of the County, pursuant to A.R.S. § 11-861, et seq., and the County has implemented a regulatory system for the enforcement of these codes within certain areas of the County’s jurisdiction; and

WHEREAS, at certain times, due to the limited staff which the City has available for this work, the City is in need of assistance to provide building inspection and plan review services within the City of Bisbee; and

WHEREAS, pursuant to A.R.S. §§ 11-863 and 11-952, the County and the City are authorized to enter into agreements such as this for the joint exercise of authority common to the parties and for the performance of services for each party; and

WHEREAS, the County has the resources available to assist the City in the performance of certain building inspections and plan review under the terms and conditions of this Agreement,

IT IS HEREBY AGREED THAT:

1. The County agrees to provide, subject to the availability of its resources and upon the request of the City, building and inspection and plan review services for the City of Bisbee, to be performed by qualified County personnel.

The services to be provided by the County shall be limited to building inspections based on plans approved by the City Plans Examiner. Plan review services and technical assistance will be provided when the City Plans Examination staff is unavailable or if requested in writing. The City shall provide building code books and local amendments for the use of County Plans Examiners when requested to determine compliance with the

duly enacted City building and safety codes, as currently in effect, or as these may be amended from time to time.

This Agreement shall not obligate or authorize the County personnel to take any regulatory action, in either an administrative or judicial forum, to enforce compliance with any such City code. The City shall retain the full responsibility for all such enforcement actions.

2. The City shall agree to monthly billings for any inspection, plan review services or technical assistance conducted by County personnel at the rate of Sixty (\$60.00) per hour with a two hour minimum, including travel time to and from an inspection. The County will assess a 10% administrative fee and mileage charges from the Melody Lane County Complex to the inspection site. Mileage will be paid based on the current federal government. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect for a term of one year following approval. Thereafter, this Agreement shall automatically be renewed for successive one-year terms, unless the Agreement is terminated earlier as provided in this Agreement.

4. This Agreement may be terminated, with or without cause, by either party upon written notification of intent to terminate, provided not less than sixty (60) days prior to the effective date of such termination. This Agreement shall also be subject to termination pursuant to the provisions of A.R.S. § 38-511, which provides for termination of a contract in the event of certain conflicts of interest.

5. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement, for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any worker’s compensation benefits which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

All employees are hereby notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers’ compensation.

6. To the fullest extent allowed by law, the City shall defend, hold harmless, and indemnify the County, its officers, agents and employees, from all claims, demands, suits, damages and loss (“claims”) which result from the negligence or intentional torts of the City, its agents, officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. To the

fullest extent allowed by law, the County shall defend, hold harmless, and indemnify the City, its officers, agents and employees, from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the County, its agents officers and employees, in the performance of this Agreement, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their officers, agents and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

7. This Agreement shall be governed by the laws of the State of Arizona. The parties hereby agree that the venue for the resolution of any dispute under this Agreement shall be and shall remain in Cochise County.

**APPROVED BY THE BOARD OF SUPERVISORS OF COCHISE COUNTY,
ARIZONA ,**

this ____ day of _____, 2011.

ATTEST:

**COCHISE COUNTY, BOARD OF
SUPERVISORS**

Katie Howard
Clerk of the Board

Patrick Call, Chairman

**APPROVED BY MAYOR AND COUNCIL OF THE CITY OF BISBEE,
ARIZONA,**

this ____ day of _____, 2011.

ATTEST:

CITY OF BISBEE

Gloria Gonzalez,
City Clerk

W.J. Porter
Mayor

ATTORNEY CERTIFICATION

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

APPROVED AS TO FORM this ____ day of _____, 2011.

COCHISE COUNTY ATTORNEY

By: _____
Britt Hanson
Chief Civil Deputy County Attorney

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the City of Bisbee, State of Arizona.

APPROVED AS TO FORM this ____ day of _____, 2011.

CITY OF BISBEE

By: _____
City Attorney

Regular Board of Supervisors Meeting

Date: 07/12/2011

Award of Request for Proposals No. 11-40-FAC-04 for Cochise County Airport (Willcox) FBO Services

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Dave Seward

TITLE of PRESENTER: Procurement Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve the award of Request for Proposals (RFP) No. 11-40-FAC-04 for Fixed Based Operator (FBO) Services at the Cochise County Airport in Willcox to Walden Aviation for the period of August 1, 2011 through July 31, 2021.

Background:

The current contract with Walden Aviation for Cochise County Airport FBO services will expire on July 31, 2011. The Procurement Department issued RFP No. 11-40-FAC-04 on March 28, 2011 to solicit proposals for a new contract. The RFP was advertised in the San Pedro Valley News March 30 – April 6, 2011 and posted on the county procurement website. Bid notices were mailed to sixty-one (61) prospective proposers. A pre-proposal meeting was held on April 11, 2011. One proposal was delivered to the County Procurement Department by the closing date and time of May 5, 2011 at 4:00 p.m. from the incumbent, Walden Aviation.

The proposal received from Walden Aviation contained numerous exceptions to the RFP terms and conditions and did not comply with the .07 cents per gallon flowage fee requirement. Walden's proposal offered a .05 cents per gallon flowage fee. The Procurement Department, with assistance from the County Attorney's Office and Risk Management conducted a conference call with Walden Aviation in an attempt to negotiate terms and conditions Walden Aviation took exception to that would be favorable to the County. The contract negotiations were successful, and a mutually agreed upon contract was negotiated with the .07 cents flowage fee as required by the RFP.

Department's Next Steps (if approved):

Execute contract and monitor contract performance.

Impact of NOT Approving/Alternatives:

The County would be required to operate the airport or close it down.

To BOS Staff: Document Disposition/Follow-Up:

Contracts signed by Walden Aviation will be hand carried to the Clerk of the Board.

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):

This is a revenue generating contract. Any expenses required to support the airport operation are offset by revenue received. Revenue is generated by receiving a .07 cents per gallon flowage fee for each gallon of aviation fuel dispensed.

Attachments

Contract

**COCHISE COUNTY
FIXED BASE OPERATOR AGREEMENT
CONTRACT NO. 11-40-FAC-04**

THIS AGREEMENT, entered into this _____ day of _____ 2011 by and between COCHISE COUNTY, a body politic, hereinafter called "COUNTY" and Walden Aviation, an Arizona Business, hereinafter called "CONTRACTOR".

RECITALS

WHEREAS, COUNTY, pursuant to A.R.S. 11-251(23), is empowered to establish, maintain and conduct public aviation fields; and

WHEREAS, COUNTY presently maintains a public aviation field in Willcox, Arizona (the Cochise County Airport); and

WHEREAS, COUNTY has determined that its interests might be best served by entering into an agreement with a independent contractor for management of the Cochise County Airport; and

WHEREAS, the COUNTY has solicited proposals from qualified operators for the operation of the Cochise County Airport; and

WHEREAS, this contract shall incorporate Request for Proposals No. 11-40-FAC-04 including Addendum No. 1, and CONTRACTOR'S response to Request for Proposals No. 11-40-FAC-04, as negotiated and incorporated herein, and

WHEREAS, the COUNTY has determined that CONTRACTOR is qualified to provide airport management services at the Cochise County Airport;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I.

DUTIES OF THE PARTIES

A. DUTIES OF CONTRACTOR

1. Sales and Dispensing of Aviation Fuel: Contractor shall sell Jet A and AVGAS aviation fuel to the public at whatever markup it decides is reasonable and pay COUNTY a flowage fee of \$.07 for each gallon of aircraft fuel dispensed.

2. Management of Airport: CONTRACTOR agrees to act as manager of the Cochise County Airport and, in that capacity to perform reasonable, necessary and customary duties attendant thereto including, but not limited to, the specific duties set forth in this agreement.

3. Minimum Scope of Services: CONTRACTOR expressly agrees to perform the following minimum services:

- Routine aircraft service and maintenance; single and twin engine aircraft
- Parts supply for aircraft normally using the airport
- Fueling of resident and transient aircraft
- Operate airport pilot lounge
- Sales of pilot supplies
- Operate airport Unicom
- Parking assistance to incoming aircraft
- Aircraft storage management to include tie down, storage and hanger rentals
- Information services to transient pilots
- Storage and utilization of APU battery cart
- Public contact at fuel desk
- Answering telephone
- Routine maintenance to include mowing and weed control
- Routine repairs costing less than \$100.00 per individual item
- Regular inspection of airport premises and notice to County regarding other repair and maintenance requirements

4. Facilities, Maintenance and Repair Standards: CONTRACTOR agrees that maintenance, repair and custodial services for which the CONTRACTOR is responsible pursuant to this agreement shall be performed in such a manner as to insure that the airport premises are maintained in a reasonably neat, clean, serviceable and safe condition at all times.

5. Airport Operating Hours and Service Standards: CONTRACTOR agrees that one of its employees will be physically present at the Cochise County Airport a minimum of 9 hours per day, between the hours of 8:00 a.m. and 5:00 p.m. 7 days per week, excluding Federal Holidays, during the effective term of this agreement or any extension thereof for refueling and other airport services. It is expressly agreed that when the employee on duty is not authorized to perform routine aircraft maintenance and repair work, a person authorized to perform such work shall be available on an on-call basis and able to perform required service work within Four (4) hours of notification.

At the discretion of the Contractor, a callout fee may be charged to customers requiring fuel service or routine aircraft maintenance after hours, which shall be defined as the period from 5:01 PM local standard time through 7:59 AM local standard time daily. The call out rate can be set by the Contractor.

6. Use of Fire Protection Equipment: CONTRACTOR'S employees shall become familiar with the operation and use of the fire protection equipment located at the Cochise County Airport and shall utilize said equipment to the extent possible to control fires occurring in aircraft or elsewhere on the airport premises.

7. Inspection of Runway lights and Beacons: CONTRACTOR shall inspect runway lights and beacons on a daily basis, will maintain lights and change timing on beacons as required and will notify the COUNTY immediately of any major maintenance or repair that may be required.

8. Runway Inspection and Maintenance: CONTRACTOR shall inspect all active runways on a daily basis to identify present or potentially hazardous conditions and will perform such minor maintenance, including mowing and weed control, as may be required to maintain said runways in a safe condition for aircraft use. In the event a hazardous condition cannot be immediately corrected, CONTRACTOR shall take such steps as may be required to prevent aircraft from using the runway until corrective action is taken. CONTRACTOR shall immediately notify the COUNTY of hazardous conditions that CONTRACTOR is unable to correct.

9. Fire Protection Equipment Maintenance: CONTRACTOR shall inspect fire protection equipment on a monthly basis to insure its availability and proper function and will insure that all routine maintenance, repair, testing and certification are accomplished as required. CONTRACTOR shall immediately notify COUNTY in the event that major repair or replacement is required.

10. Fuel Sales Fees: CONTRACTOR agrees to pay COUNTY a flowage fee for each gallon of aircraft fuel pumped by the CONTRACTOR at the Cochise County Airport during the effective term of this agreement or any extension thereof. The initial flowage fee schedule shall be as follows:

\$.07 per gallon minimum. If within two (2) consecutive quarters, fuel sales are less than 3,000 gallons per quarter in either Jet A OR AVGAS aviation fuel the flowage fee may be renegotiated.

Money owed to the COUNTY pursuant to this section shall be due and payable on a quarterly basis. Payments shall be made on or before October 10, January 10, April 10 and July 10 of each year. Payment shall be accompanied by a statement showing the monthly quantity of fuel pumped by category. CONTRACTOR shall maintain, and make available to the County on demand, a record of all fuel purchased during each quarter for the effective term of this agreement or any extension thereof. Terms and conditions of this section are subject to annual review and negotiation by the COUNTY and CONTRACTOR

11. Indemnification: Contractor shall indemnify, defend, save and hold harmless the County of Cochise, its departments, agencies, boards, commissions, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

12. Insurance Requirements: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County of Cochise in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

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

- a. The policy shall be endorsed to include the following additional insured language: *“The County of Cochise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*

2. Business Automobile Liability

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

Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: *“The County of Cochise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*

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

- a. This requirement shall not apply to: Separately, each contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Hanger Keepers Liability** (Total amount at risk at one time)

\$200,000

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. The County of Cochise, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Including section B, titled Duties of County, paragraph 6 incorporated herein
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the County of Cochise. Such notice shall be sent directly to **Terry Hudson, Senior Buyer, Cochise County Procurement Department, 1415 W. Melody Lane, Bisbee, AZ 85603** and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The County of Cochise in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage: Contractor shall furnish the County of Cochise with certificates of insurance (ACORD form or equivalent approved by the County of Cochise) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to **Terry Hudson, Senior Buyer, Cochise County Procurement Department, 1415 W. Melody Lane, Bisbee, AZ 85603**. The County of Cochise project/contract number and project description shall be noted on the certificate of insurance. The County of Cochise reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

DO NOT SEND CERTIFICATES OF INSURANCE TO THE COUNTY'S RISK MANAGEMENT DIVISION.

Subcontractors: Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to the County of Cochise separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

Approval: Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

Exceptions: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

13. **Financial and Operating Records:** CONTRACTOR shall maintain complete and separate financial records for its operations at the Cochise County Airport. For purposes of this section, operations shall include not only those activities specifically set forth in this agreement, but also any other revenue or expense generating activities carried on by CONTRACTOR at the Cochise County Airport. Copies of CONTRACTORS annual financial and operating statements for the Cochise County Airport operation, and for the corporation as a whole, shall be submitted to COUNTY at the close of each fiscal year during the effective term of this agreement or any extension thereof. CONTRACTOR'S financial and operating records are subject to inspection by COUNTY at any time during CONTRACTOR'S normal business hours.

B. DUTIES OF COUNTY

1. **Physical Facilities and Equipment:** COUNTY will provide adequate space and facilities for administrative operations, fuel service operations, customer service operations and other duties to be performed by CONTRACTOR pursuant to this agreement. COUNTY will also provide at no charge the open bay maintenance hangar for use by CONTRACTOR. COUNTY will also provide, at no charge, space and such utility hook-ups as are currently in place (except propane gas) for a mobile home to be occupied by CONTRACTOR or CONTRACTOR'S on-site employee. Utilities and insurance costs for such mobile home shall be borne by the CONTRACTOR.

2. **Equipment:** COUNTY will provide such equipment as is currently located at the Willcox Airport, and such additional equipment as the parties may agree, for CONTRACTOR'S performance of the duties set forth in this agreement.

3. **Utilities:** COUNTY shall pay telephone, electrical and water use charged as required to maintain airport operations at the current level as of the effective date of this agreement. All other utility charges shall be paid by CONTRACTOR unless otherwise agreed in writing by the parties.

Any changes in airport operations or facilities which may increase COUNTY'S utility costs shall be subject to prior written approval of the COUNTY. CONTRACTOR shall reimburse COUNTY for additional utility costs incurred where such prior approval has not been obtained.

4. Runway Repairs and Maintenance: COUNTY shall maintain and repair all active runways and drainage channels along such runways except that CONTRACTOR shall be responsible for mowing and weed control. Where CONTRACTOR observes, or otherwise becomes aware of a hazardous condition on an active runway or drainage way, it shall immediately notify the COUNTY'S Facilities Management Department to obtain authorization to make repairs.

In the event Facilities Management cannot be reached, CONTRACTOR may make emergency repairs at a cost not to exceed \$500.00. Where authorization is not obtained and repairs exceed \$500.00 CONTRACTOR shall close the runway, if necessary, until such time as repairs are made.

5. Other Repairs and Maintenance: COUNTY shall be responsible for general repair and maintenance of airport facilities where the cost of any individual maintenance or repair item exceeds \$100.00. The scope of work required and its cost shall be subject to review and approval by COUNTY prior to COUNTY's performance of any work or payment of any charges.

6. Insurance: COUNTY shall obtain such insurance as may be necessary to insure the physical facilities at the Cochise County Airport and to protect CONTRACTOR and COUNTY from any and all suits, claims or costs, including reasonable attorneys fees, arising out of COUNTY's performance pursuant to this agreement. It is understood and agreed that COUNTY may elect to self-insure any or all of its liability as set forth herein.

II INDEPENDENT CONTRACTOR STATUS

It is agreed and understood that the parties to this contract intend that the relationship between them is that of vendor and recipient of independent contractor services. No agent, employee, subcontractor or officer of CONTRACTOR shall be deemed to be, in any respect or for any purpose, an employee of COUNTY. CONTRACTOR shall be solely and entirely responsible for the performance of duties as set forth herein and for its actions and those of its employees, officers, agents or subcontractors.

III TERM OF AGREEMENT

The initial term of this agreement shall become effective on August 1, 2011 and shall terminate on July 31, 2021 unless otherwise terminated pursuant to this agreement.

The COUNTY may, at their option and with the written approval of the CONTRACTOR, extend the contract period for up to two (2) additional five (5) year terms.

IV EXTENSION OF AGREEMENT

The terms and conditions of the agreement as set forth herein shall apply to said option period except that the parties understand and agree that the compensation to be paid to the COUNTY during the option period shall be subject to review and revision as mutually agreed by the parties prior to the effective date of the option period.

In no event shall the total of the initial term and the optional renewal period exceed twenty (20) years.

TERMINATION

- a. Upon breach of this agreement by either party, the party claiming breach may terminate the agreement upon 60 days written notice to the other party. It is expressly understood and agreed that the COUNTY may determine that CONTRACTOR has breached the Agreement upon COUNTY'S finding that CONTRACTOR is financially insolvent or that CONTRACTOR'S performance of the services and duties as set forth herein has failed to meet the reasonable needs of the COUNTY or users of the Willcox Airport.
- b. Either party may terminate this agreement for convenience with 180 days notice in writing to the other party.

VI

REMOVAL OF FIXTURES AND EQUIPMENT

In the event of termination of this agreement CONTRACTOR may remove all owned fixtures and equipment placed by CONTRACTOR and situated upon the airport premises, provided such removal can be accomplished without damage to property owned by the COUNTY.

VII

ALTERATIONS AND IMPROVEMENTS

CONTRACTOR may not make any alterations or improvements to the airport premises without the express, prior, written consent of the COUNTY.

VIII

ASSIGNMENTS OR TRANSFERS

CONTRACTOR shall not assign any rights or duties under this Agreement and shall not, in any manner, transfer or convey any right, title or interest in the airport premises without the express written consent of COUNTY. Any action which purports to effect any such assignment or transfer shall automatically void this Agreement. County reserves the right to assign this agreement to another government agency with 90 days notice and under the same terms and conditions of this contract.

IX

WAIVER

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

X

ENTIRE AGREEMENT

This written Agreement, and attachments hereto, constitute the entire Agreement between the parties with respect to the subject matter hereof, and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties. It may not release, discharged, changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties, except as specifically provided otherwise in this Agreement.

NEGOTIATED CHANGES/CLARIFICATIONS
REQUEST FOR PROPOSALS NO. 11-40-FAC-04

(not already incorporated herein)

Section 1.0 – FBO Facilities

- Change 10,000 square foot conventional hanger to 11,000 square foot conventional hanger

Section 1.0 – Established Fee's – T-Hanger

- Change Indoor Rental, Spaces 1-6 to Indoor Rental Spaces 1 & 6

Section 1.0 – On-Site Employee Facility

- Remove the words "utility hook ups" and replace with the word "utilities"

Section 2.0 – Scope of Services - Specific

- Delete the following as they are not applicable to this contract:
 - Sale of insurance other than aviation and aviation trip insurance
 - Auto parking for hire

Section 3.0 – Submittal Requirements

Delete 3.5, 3.6, 3.9, 3.10, in their entirety

Section 4.0 – Proposal Evaluation

- Delete Marketing Plan

APPROVAL BY THE PARTIES

Before this Agreement shall become effective and binding upon the parties, it must be approved by COUNTY'S Board of Supervisors and by duly authorized representative of CONTRACTOR. In the event that either party fails or refuses to approve this Agreement, it shall be null and void and of no effect whatsoever.

Approved and agreed on this _____ day of _____

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chairman of its Governing Board and attested to by Clerk of said Board; and CONTRACTOR has caused this Agreement to be executed by a duly authorized party, on the day and year first above written.

CONTRACTOR:


Authorized Signature

JAMES WALDEN CONTRACTOR
Print Name and Title

APPROVED BY:

Cochise County Board of Supervisors

Pat Call, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

Regular Board of Supervisors Meeting**Date:** 07/12/2011**Contract Renewal - Emulsified Asphalt Products****Submitted By:** Terry Hudson, Procurement**Department:** Procurement**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME
of PRESENTER:** David Seward**TITLE
of PRESENTER:** Procurement
Director**Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Agenda Item Text:**

Approve the renewal of Contract 10-66-HFP-04 for Emulsified Asphalt products for the Highway and Floodplain Division to Western Emulsions, Inc in the estimated amount of \$1,500,000 for the period of August 1, 2011 through July 31, 2012.

Background:

This will be the first renewal of Contract No. 10-66-HFP-04 approved by the Board of Supervisors on August 17, 2010. Western Emulsions, Inc. has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Execute contract, process blanket purchase order, monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Highways has budgeted for this expenditure in FY 2011-12 annual work plan in fund line 251-4010/4040-9-413.700. All IGA work is included in the scope of this contract. The estimated aggregate amount of \$1,500,000 requested does not reflect the expenditures related to any IGA work.

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):**

Highways has budgeted for this expenditure in FY 2011-12 annual work plan in fund line 251-4010/4040-9-413.700. All IGA work is included in the scope of this contract. The estimated aggregate amount of \$1,000,000 requested does not reflect the expenditures related to any IGA work.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Employee Merit Award Distribution

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: Dave Seward

TITLE of PRESENTER: Procurement Director

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve Employee Merit Award Distribution in the Procurement Department in the amount of \$4,250.00.

Background:

On April 14, 2011, the Procurement Department submitted an incentive award request to County Administration. This request documents the amount of monies the Procurement Department has saved Cochise County in calendar years 2008-2011. It also documents the amount of revenue generated by the Property Management Division for calendar years 2006-2010. The monies saved and revenue generated has resulted in a reduction of county expenditures and has provided additional revenue to the County budget in addition to improving the overall operation of the Procurement Department. It further demonstrates that the monies saved and revenue generated exceeds the Procurement Department operating budget, essentially making that department cost neutral to the County.

This has been accomplished as a result of many factors, to include:

- The Board of Supervisors decision to centralize the procurement operation and create a procurement department
- Hiring of experienced procurement professionals to replace staff who resigned and having an experienced, well qualified Property Manager on staff
- Implementation of a formal cost savings reporting program
- Staff going well above and beyond the requirements of the job by creating a sustainable organization through the use of innovative and creative ideas and solutions.

The Employee Merit Distribution amount requested is \$4,250.00. The distribution amounts requested are what are considered by the Procurement Director to be a modest, fair and equitable distribution considering the savings and revenue amounts realized as a result of the efforts of the Procurement Department and in comparison to distribution amounts approved for other merit award distribution amounts for CASS, Heavy Fleet and Fleet.

Department's Next Steps (if approved):

Process documentation for HR and Finance for processing separate from regular payroll checks.

Impact of NOT Approving/Alternatives:

Loss of opportunity to reward employees, consistent with stated Board goals, for developing and implementing measures resulting in significant cost savings for the County.

To BOS Staff: Document Disposition/Follow-Up:

None

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):

\$4,500.00

Attachments

Incentive Award Proposal

COCHISE COUNTY
PROCUREMENT DEPARTMENT
MEMORANDUM

To: Mike Ortega, County Administrator
Jim Vlahovich, Deputy County Administrator

From: Dave Seward, Procurement Director

Subject: Incentive Award Request

Date: April 14, 2011

Background

In calendar year 2008, the Procurement department implemented a formal cost savings program to track the amount of monies our department saves Cochise County, which in essence, reduces the overall budget of the County and is reflected in the cash carry forward balance at the end of each fiscal year. I originally developed this program at Mohave County in the late 1990's and implemented it at Placer County (my previous employer) as well. This program has been taught at National and Regional purchasing conferences and has been adopted by many government agencies. I will be presenting this program as a seminar at the National Purchasing Institute annual conference in October, 2011.

The objective of this program is to document the value procurement can offer to Cochise County as a result of innovative, creative, and forward thinking methodologies used by procurement staff that result in significant savings to county department budgets, county general fund and ultimately the taxpayers of Cochise County by going above and beyond the requirements of our job descriptions. There are conservative guidelines that have been adopted in an effort to defend the program's objectives, justify the results, and preserve the integrity of the program.

The Property Management division of the Procurement Department has also contributed significantly to the general fund. Because of the significant experience of Mike Clark and his innovative and creative methodologies that he applies to county surplus property, he has brought in significant revenue to the general fund as well as Light and Heavy Fleet Management budgets. County surplus that has been accumulated and neglected over many years has been turned into cash and deposited into the general fund. Mike's efforts and conscientious attitude goes far beyond the requirements of his job description.

Procurement Cost Savings

<u>Calendar Year</u>	<u>Amount</u>
2008	\$213,845
2009	\$420,502
2010	\$340,294
2011	\$143,000 YTD

Property Management Revenue from Surplus Sales

2006	\$172,576
2007	\$109,036
2008	\$91,216
2009	\$67,208
2010	\$170,315

Specific Examples

- Create a Competitive Environment among Cooperative Contract Vendor's
 - o Procurement has the availability to purchase off cooperative contracts that have already been competitively bid (State, Mohave, HGAC, SAVE) which precludes the requirement for Cochise County Procurement to perform their own competitive bid process. Instead, procurement competes County requirements among cooperative contract vendors to obtain the lowest possible price. A good example is that prior to my employment, Facilities purchased all systems furniture for county facilities from Steelcase off the Walsh Brothers State contract. The furniture for the Douglas Government Center will be competed among eight cooperative contract vendors. The difference in proposed budget numbers between Steelcase and other cooperative vendors for this project is about \$200,000.
 - o Another example is a Covert Surveillance vehicle the Sheriff's department wanted to purchase with grant funds through a GSA vendor. The procurement department could have purchased this off GSA with no further competition, however, through extensive research found four other vendors that could provide GSA pricing for a similar vehicle. A similar vehicle was eventually purchased by a different vendor than originally requested by the Sheriff's department for \$30,000 less. Another example was competing the Library Energy Upgrade project among several JOC (job order contract) contractors available through a cooperative contract saving approximately \$ 27,000.

- Re-bidding Annual Contracts That Have Option Renewal Years Left
 - o Two examples include the CRS-2 and CRS-2P oil bid for H & F and the Heavy Fleet Heavy Equipment rental bid. Both had several renewal option years left, but because of the economic climate and increased competition the re-bid of these contracts resulted in a significant savings over the existing contract pricing.
- Challenge Department Requests to Determine if a Need REALLY Exists
 - o In 2008, a CASS employee requested an emergency procurement on a procurement employee's credit card for a software program in the amount of \$10,000. Through extensive procurement research, it was determined the software wasn't needed and was never purchased.
- Maximizing Competition to the Fullest Extent Possible
 - o By maximizing competition, the bidders are aware of who and how many vendors/contractors they have to bid against and as a result offer aggressive pricing. An excellent example is the number of vendors and contractors that show up at the pre-bid meetings because of procurement's efforts to reach out to potential bidders.
- Voluntarily Did Not Fill Contracts Administrator Position upon Employee Retirement
 - o Procurement Department's contribution to the county budget crises which can be done by the hiring of two new Senior Buyer's and working smarter and harder.
- Buying Local Instead of Off State Contract for Fleet Vehicles and Other Commodities
 - o Prior to my employment, all fleet vehicles were being purchased off State contract. We now bid fleet vehicles to offer local vendors the opportunity to bid and keep the tax dollars in the county. Several contracts have been awarded to local dealerships at a better price than State contract while keeping our tax dollars local
- Maximizing the Amount of Revenue From Surplus Sales by Carefully Analyzing Whether to Create Lots or Sell Items Individually.
 - o Surplus IT equipment at the radio shop
 - o Surplus tents that had been sitting in storage for over ten years

- Selling Surplus Property in Lieu of Sending to the Landfill
- Getting Paid for Used Oil vs. Paying to Have it Picked Up
 - o Light Fleet, Heavy Fleet, and Solid Waste had been paying a vendor to pick up their used oil. Procurement put out a bid requesting vendors to pay us. We now get paid for pick up of used oil
- Contract Compliance Audits
 - o Facilities elevator maintenance contract and Mechanical engineering contract for the jail kitchen
- Ensuring Cooperative Contract Terms are Met
 - o Procurement's involvement in the CCI software contract for the Assessor resulted in a savings of \$149,550 that would otherwise have been spent without procurement involvement
- Convincing the Board of Supervisors to Change Past Protocol
 - o For many years the Board of Supervisors have contracted with the Sierra Vista Herald for legal advertising at a cost of about \$35,000 more than other newspapers who bid on this contract. For the past two years the Board of Supervisors, at the recommendation of the procurement department, has awarded this contract to a newspaper other than the Sierra Vista Herald saving approximately \$35,000/year.
- Prompt Payment Discounts
 - o Prompt payment discounts were never able to be captured because of the Board of Supervisors requirement to ratify warrants prior to payment. Procurement was instrumental in getting this changed to BOS ratification after the issuance of the warrant allowing the Procurement department to emphasize prompt payment discounts in bids. After this policy was changed, procurement researched contract files for prompt payment discounts offered and discovered that the vendor for aviation fuel offered a 2%10 prompt payment discount which we are now getting and will result in a significant savings on aviation fuel purchases.

Conclusion

Although saving the County money is the one of the reasons the procurement department was centralized and approved by the Board of Supervisors, the examples outlined in this request show that the procurement department employees go far above and beyond the call of duty to maximize the objectives of our existence. The consolidated savings exceed the procurement department budgeted expenses for salaries and operating expenses. Additionally, the procurement department performs work that would otherwise be required of county department staff, thus freeing up the time for them to do the job they were hired to do. Of utmost importance is that the procurement department protects the integrity of the procurement process, minimizing potential vendor protests and lawsuits and safeguarding the taxpayer's monies.

The Cochise County Procurement Department has received the Achievement of Excellence in Procurement National Award for 2007, 2008, 2009, 2010, and is in the process of applying for (and receiving) the 2011 award. Two members of the Procurement department have received REAL awards (Dave Seward and Mike Clark). Since 2007, Terry Hudson has received the CPPB certification and Dave Seward has received the CPPO certification demonstrating our dedication to the purchasing profession and commitment to Cochise County.

To put this recommendation into perspective, the procurement department during calendar years 2008-2010 saved Cochise County approximately 1.3 million dollars. The procurement department budget for calendar years 2008-2010 was approximately \$947,000. These figures demonstrate that the procurement department is not an overhead expense to the general fund, and in essence, has created a \$353,000 profit for Cochise County. Calendar year 2011 (\$143,000 YTD) cost savings is already on target to exceed the procurement department's operating budget. The recommended award amounts are considered a small token of appreciation for the procurement department employees going above and beyond the duties of their job descriptions.

Recommended Award Amounts

Procurement Director: \$1000.00
Senior Buyers: \$1000.00 X 2 = \$2000.00
Property Manager: \$1,000.00
Account Clerk I: \$250.00

Attachments

Cost savings logs - 2008, 2009, 2010
Surplus Revenue Figures – 2008, 2009, 2010

I have previously provided you with the cost savings program guidelines, reporting forms, and the power point presentation I use for the workshop that I teach. I appreciate your consideration and look forward to the opportunity to meet with you to further discuss this request.

Regular Board of Supervisors Meeting

Date: 07/12/2011

Award of Bid - Guardrail Repair and Replacement

Submitted By: Terry Hudson, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1
Submitted for Signature:

NAME David Seward
of PRESENTER:

TITLE Procurement
of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve the award of Invitation for Bids (IFB) No. 11-51-HFP-04 for Guardrail Repair and Replacement to Brown and White, Inc. in the estimated amount of \$250,000 for the period of August 1, 2011 through July 31, 2012 for the Highway and Floodplain Division.

Background:

The purpose of this bid is to provide guardrail repair and replacement service and related items for the Highway and Floodplain Division. IFB No. 11-51-HFP-04 was prepared and released on May 10, 2011. The bid was advertised in the San Pedro Valley News from May 18-25, 2011. Bid notices were mailed to 30 bidders registered in the Procurement database and the bid was posted on the County Procurement website. Four bids were received by the IFB closing date and time of June 9, 2011, 4:00 p.m. The Procurement Department and Highway and Floodplain Division has evaluated all bids received in accordance with the bid specifications and have determined that Brown and White, Inc. is the lowest responsive and responsible bidder meeting all of the bid specifications. A bid tabulation is attached.

Department's Next Steps (if approved):

Execute contract. Process blanket purchase order. Monitor performance of contract.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a need for guardrail repair and replacement, which would result in possibly higher prices, and additional workload for both the Procurement Department and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

Contract signed by vendor will be hand carried to the Clerk of the Board.

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):**

These expenditures are funded in the FY 2011-12 budget, fund line #251-4010-9-421.900, and approved in the FY 2011-12 annual work plan.

Attachments

Bid Tabulation



**COCHISE COUNTY, PROCUREMENT DEPARTMENT
BID OPENING RECORD
IFB 11-51-HFP-04 – Guardrail Repair and Replacement
Due Date: 6/9/2011, 4:00 p.m. local time**

Reader: Terry Hudson Recorder: Michael Clark

Company name: Brown & White Incorporated, Tucson, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
1	Guardrail installed in place as specified, to include installation, material and removal of bent and damaged guardrail, post and block	Priced per linear foot	\$20.50	\$31.90	\$28.90	\$23.50	\$32.75	\$28.90	\$28.90	\$27.80	\$23.90
2	Guardrail Removal as specified	Priced per linear foot	\$8.00	\$10.00	\$10.00	\$9.00	\$12.00	\$9.00	\$9.00	\$9.00	\$9.00
3	Hourly labor rate for any additional related work	Per Hour	\$159.00	\$159.00	\$159.00	\$159.00	\$159.00	\$159.00	\$159.00	\$159.00	\$159.00
4	Install/replace guardrail end treatments	Each	\$3,100.00	\$3,800.00	\$3,800.00	\$3,700.00	\$3,950.00	\$3,800.00	\$3,880.00	\$3,880.00	\$3,880.00
5	Reconstruct guardrail with material supplied by others	Priced per linear foot	\$11.00	\$18.00	\$13.00	\$13.00	\$18.00	\$12.00	\$12.00	\$12.00	\$12.00
6	Bolted Anchors	Each	\$275.00	\$275.00	\$275.00	\$275.00	\$295.00	\$275.00	\$275.00	\$275.00	\$275.00
7	Wall Transitions Triebeam	Each	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,400.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00

Company name: Brown & White Incorporated, Tucson, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
8	Single Rail	Each	\$1,290.00	\$1,545.00	\$1,290.00	\$1,290.00	\$1,600.00	\$1,290.00	\$1,290.00	\$1,290.00	\$1,290.00
9	TA-33 Traffic Control per day	Each	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
10	Shoulder closure per day	Each	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
11	TA-45 movable barrier per day	Each	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00
12	Message Board per day	Each	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00	\$130.00
13	Attenuator Truck per day	Each	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00
14	Mobilization	Each	\$650.00	\$800.00	\$1,500.00	\$800.00	\$1,600.00	\$700.00	\$800.00	\$700.00	\$800.00

Item No.	Description	Unit	Price
1	25 ft. 12 ga. galvanized guardrail	each	\$167.00
2	Core-Ten, 25 ft. 12 ga.	each	\$180.00
3	Etched, 25 ft. 12 ga.	each	\$192.00
4	12 ft. 6 in. 12 ga.	each	\$81.00
5	Pre-punched BCT 12 ft. 6 in.	each	\$145.00
6	Core-Ten 12 ft. 6 in. 12 ga.	each	\$84.00
7	Etched, 12 ft. 6 in. 12 ga.	each	\$109.00
8	Concave 12 ft. 6 in. 12 ga.	each	\$95.00
9	Convex 12 ft. 6 in. 12 ga.	each	\$95.00

Company Name: Brown & White Incorporated, Tucson, AZ

Item No.	Description	Unit	Price
10	Flare Ends, Standard	each	\$28.00
11	Posts, C.C.A.	each	\$25.00
12	Posts, C.C.A., 6 in x 8 in x 64 in	each	\$56.00
13	Blocks, C.C.A., 8 in x 8 in x 14 in	each	\$7.50
14	Extruder Terminal Assembly	each	\$1,695.00
15	External Post 6 ft. x 8 in.	each	\$22.00
16	Cable Anchor	each	\$260.00
17	Post Anchor	each	\$178.00
18	Offset strut including hardware	each	\$106.00
19	25 foot Extruder Rail	each	\$250.00
20	SKT 350 assembly	each	\$1,695.00
21	Button Head Bolt, 5/8 in. x 1-1/4 in.	each	\$1.55
22	Button Head Bolt, 5/8 in. x 2 in.	each	\$1.95
23	Button Head Bolt, 5/8 in. x 10 in.	each	\$2.35
24	Button Head Bolt, 5/8 in. x 18 in.	each	\$2.68
25	Washer, round 5/8 in.	each	\$.21
26	Washer, 1-3/4 in x 3 in x 3/16 in	each	\$.45
27	Bolted Anchor C-10.23	each	\$178.00
28	Safety Barricade Repair per Linear Foot	linear foot	\$22.55



COCHISE COUNTY, PROCUREMENT DEPARTMENT
BID OPENING RECORD
IFB 11-51-HFP-04 – Guardrail Repair and Replacement
Due Date: 6/9/2011, 4:00 p.m. local time

Reader: Terry Hudson Recorder: Michael Clark

Company name: J&W Enterprises, St David, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
1	Guardrail installed in place as specified, to include installation, material and removal of bent and damaged guardrail, post and block	Priced per linear foot	\$60.00	\$75.00	\$80.00	\$75.00	\$100.00	\$75.00	\$75.00	\$65.00	\$75.00
2	Guardrail Removal as specified	Priced per linear foot	\$20.00	\$28.00	\$30.00	\$30.00	\$50.00	\$40.00	\$35.00	\$30.00	\$40.00
3	Hourly labor rate for any additional related work	Per Hour	\$175.00	\$185.00	\$190.00	\$185.00	\$200.00	\$180.00	\$180.00	\$175.00	\$180.00
4	Install/replace guardrail end treatments	Each	\$3,860.00	\$3,900.00	\$4,000.00	\$3,900.00	\$4,500.00	\$3,900.00	\$3,900.00	\$3,860.00	\$3,900.00
5	Reconstruct guardrail with material supplied by others	Priced per linear foot	\$20.00	\$25.00	\$30.00	\$30.00	\$35.00	\$30.00	\$30.00	\$25.00	\$30.00
6	Bolted Anchors	Each	\$225.00	\$230.00	\$240.00	\$240.00	\$250.00	\$230.00	\$230.00	\$225.00	\$230.00
7	Wall Transitions Triebeam	Each	\$3,860.00	\$3,960.00	\$4,000.00	\$3,900.00	\$4,000.00	\$3,900.00	\$3,900.00	\$3,900.00	\$3,900.00

Company name: J&W Enterprises, St David, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
8	Single Rail	Each	\$31.00	\$33.00	\$35.00	\$33.00	\$40.00	\$35.00	\$35.00	\$32.00	\$35.00
9	TA-33 Traffic Control per day	Each	\$1,640.00	\$1,700.00	\$1,750.00	\$1,700.00	\$1,800.00	\$1,700.00	\$1,700.00	\$1,640.00	\$1,700.00
10	Shoulder closure per day	Each	\$1,100.00	\$1,135.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,200.00
11	TA-45 movable barrier per day	Each	\$2,400.00	\$2,450.00	\$2,500.00	\$2,450.00	\$2,700.00	\$2,450.00	\$2,450.00	\$2,400.00	\$2,500.00
12	Message Board per day	Each	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00
13	Attenuator Truck per day	Each	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00
14	Mobilization	Each	\$500.00	\$600.00	\$800.00	\$750.00	\$900.00	\$600.00	\$750.00	\$600.00	\$600.00

Item No.	Description	Unit	Price
1	25 ft. 12 ga. galvanized guardrail	each	\$175.00
2	Core-Ten, 25 ft. 12 ga.	each	\$175.00
3	Etched, 25 ft. 12 ga.	each	\$204.00
4	12 ft. 6 in. 12 ga.	each	\$95.00
5	Pre-punched BCT 12 ft. 6 in.	each	\$105.00
6	Core-Ten 12 ft. 6 in. 12 ga.	each	\$105.00
7	Etched, 12 ft. 6 in. 12 ga.	each	\$120.00
8	Concave 12 ft. 6 in. 12 ga.	each	\$158.00
9	Convex 12 ft. 6 in. 12 ga.	each	\$158.00

Company Name: J&W Enterprises, St David, AZ

Item No.	Description	Unit	Price
10	Flare Ends, Standard	each	\$42.00
11	Posts, C.C.A.	each	\$56.00
12	Posts, C.C.A., 6 in x 8 in x 64 in	each	\$56.00
13	Blocks, C.C.A., 8 in x 8 in x 14 in	each	\$56.00
14	Extruder Terminal Assembly	each	\$1,055.00
15	External Post 6 ft. x 8 in.	each	\$42.00
16	Cable Anchor	each	\$105.00
17	Post Anchor	each	\$112.00
18	Offset strut including hardware	each	\$1,055.00
19	25 foot Extruder Rail	each	\$281.00
20	SKT 350 assembly	each	\$2,814.00
21	Button Head Bolt, 5/8 in. x 1-1/4 in.	each	\$.45
22	Button Head Bolt, 5/8 in. x 2 in.	each	\$.45
23	Button Head Bolt, 5/8 in. x 10 in.	each	\$2.00
24	Button Head Bolt, 5/8 in. x 18 in.	each	\$2.50
25	Washer, round 5/8 in.	each	\$.50
26	Washer, 1-3/4 in x 3 in x 3/16 in	each	\$1.00
27	Bolted Anchor C-10.23	each	\$170.00
28	Safety Barricade Repair per Linear Foot	linear foot	\$560.00



**COCHISE COUNTY, PROCUREMENT DEPARTMENT
BID OPENING RECORD
IFB 11-51-HFP-04 – Guardrail Repair and Replacement
Due Date: 6/9/2011, 4:00 p.m. local time**

Reader: Terry Hudson Recorder: Michael Clark

Company name: Hunter Guard Rail & Fence, Inc., Glendale, AZ

[illegible]

Company name: Hunter Guard Rail & Fence, Inc., Glendale, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
8	Single Rail	Each	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
9	TA-33 Traffic Control per day	Each	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
10	Shoulder closure per day	Each	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
11	TA-45 movable barrier per day	Each	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
12	Message Board per day	Each	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
13	Attenuator Truck per day	Each	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
14	Mobilization	Each	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

Item No.	Description	Unit	Price
1	25 ft. 12 ga. galvanized guardrail	each	\$173.35
2	Core-Ten, 25 ft. 12 ga.	each	\$171.43
3	Etched, 25 ft. 12 ga.	each	\$191.10
4	12 ft. 6 in. 12 ga.	each	\$89.95
5	Pre-punched BCT 12 ft. 6 in.	each	\$99.64
6	Core-Ten 12 ft. 6 in. 12 ga.	each	\$88.73
7	Etched, 12 ft. 6 in. 12 ga.	each	\$98.70
8	Concave 12 ft. 6 in. 12 ga.	each	\$116.20
9	Convex 12 ft. 6 in. 12 ga.	each	\$116.20

Company name: Hunter Guard Rail & Fence, Inc., Glendale, AZ

Item No.	Description	Unit	Price
10	Flare Ends, Standard	each	\$46.95
11	Posts, C.C.A.	each	\$35.00
12	Posts, C.C.A., 6 in x 8 in x 64 in	each	\$28.00
13	Blocks, C.C.A., 8 in x 8 in x 14 in	each	\$7.70
14	Extruder Terminal Assembly	each	\$700.00
15	External Post 6 ft. x 8 in.	each	\$42.00
16	Cable Anchor	each	\$42.00
17	Post Anchor	each	\$112.00
18	Offset strut including hardware	each	\$140.00
19	25 foot Extruder Rail	each	\$280.00
20	SKT 350 assembly	each	\$1,865.00
21	Button Head Bolt, 5/8 in. x 1-1/4 in.	each	\$.42
22	Button Head Bolt, 5/8 in. x 2 in.	each	\$.55
23	Button Head Bolt, 5/8 in. x 10 in.	each	\$1.57
24	Button Head Bolt, 5/8 in. x 18 in.	each	\$2.62
25	Washer, round 5/8 in.	each	\$.20
26	Washer, 1-3/4 in x 3 in x 3/16 in	each	\$.69
27	Bolted Anchoe C-10.23	each	\$193.00
28	Safety Barricade Repair per Linear Foot	linear foot	\$35.00



COCHISE COUNTY, PROCUREMENT DEPARTMENT
BID OPENING RECORD
IFB 11-51-HFP-04 – Guardrail Repair and Replacement
Due Date: 6/9/2011, 4:00 p.m. local time

Reader: Terry Hudson Recorder: Michael Clark

Company name: Security Fence of Arizona, Tucson, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
1	Guardrail installed in place as specified, to include installation, material and removal of bent and damaged guardrail, post and block	Priced per linear foot	\$58.02	\$72.75	\$87.54	\$80.15	\$94.92	\$72.77	\$72.77	\$65.39	\$72.77
2	Guardrail Removal as specified	Priced per linear foot	\$14.77	\$22.14	\$26.57	\$23.62	\$29.52	\$22.14	\$22.14	\$17.72	\$22.14
3	Hourly labor rate for any additional related work	Per Hour	\$26.96	\$36.91	\$47.45	\$42.18	\$52.73	\$36.91	\$36.91	\$31.63	\$36.91
4	Install/replace guardrail end treatments	Each	\$4,718.00	\$5,678.00	\$6,638.00	\$6,158.00	\$7,118.00	\$5,678.00	\$5,678.00	\$5798.00	\$5,678.00
5	Reconstruct guardrail with material supplied by others	Priced per linear foot	\$14.77	\$22.14	\$26.57	\$23.62	\$29.52	\$22.14	\$22.14	\$17.72	\$22.14
6	Bolted Anchors	Each	\$1,579.00	\$2,059.00	\$2,346.00	\$2,155.00	\$2,539.00	\$2,059.00	\$2,059.00	\$1771.00	\$2,059.00
7	Wall Transitions Triebeam	Each	\$4,574.00	\$5,534.00	\$6,494.00	\$6,014.00	\$6,974.00	\$5,534.00	\$5,534.00	\$5054.00	\$5,534.00

Company name: Security Fence of Arizona, Tucson, AZ

Item No.	Description	Unit Price	Benson	Bisbee	Douglas	Elfrida	Portal – San Simon	Sierra Vista	Sunsites – Sunizona	Tombstone	Willcox
8	Single Rail	Each	\$3,153.00	\$3,839.00	\$4,524.00	\$4,182.00	\$4,867.00	\$3,839.00	\$3,839.00	\$3,496.00	\$3,496.00
9	TA-33 Traffic Control per day	Each	\$565.00	\$693.00	\$742.00	\$693.00	\$693.00	\$693.00	\$693.00	\$524.00	\$693.00
10	Shoulder closure per day	Each	\$459.00	\$589.00	\$638.00	\$589.00	\$589.00	\$589.00	\$589.00	\$629.00	\$589.00
11	TA-45 movable barrier per day	Each	\$720.00	\$818.00	\$789.00	\$861.00	\$912.00	\$818.00	\$818.00	\$720.00	\$867.00
12	Message Board per day	Each	\$228.00	\$293.00	\$357.00	\$293.00	\$422.00	\$293.00	\$293.00	\$293.00	\$228.00
13	Attenuator Truck per day	Each	\$560.00	\$592.00	\$632.00	\$592.00	\$632.00	\$594.00	\$594.00	\$592.00	\$598.00
14	Mobilization	Each	\$648.00	\$821.00	\$1,042.00	\$987.00	\$1,272.00	\$749.00	\$755.00	\$651.00	\$700.00

Item No.	Description	Unit	Price
1	25 ft. 12 ga. galvanized guardrail	each	\$231.00
2	Core-Ten, 25 ft. 12 ga.	each	\$231.00
3	Etched, 25 ft. 12 ga.	each	\$249.00
4	12 ft. 6 in. 12 ga.	each	\$115.50
5	Pre-punched BCT 12 ft. 6 in.	each	\$133.80
6	Core-Ten 12 ft. 6 in. 12 ga.	each	\$115.50
7	Etched, 12 ft. 6 in. 12 ga.	each	\$129.00
8	Concave 12 ft. 6 in. 12 ga.	each	\$130.00
9	Convex 12 ft. 6 in. 12 ga.	each	\$130.00

Company name: Security Fence of Arizona, Tucson, AZ

Item No.	Description	Unit	Price
10	Flare Ends, Standard	each	\$61.00
11	Posts, C.C.A.	each	No Bid
12	Posts, C.C.A., 6 in x 8 in x 64 in	each	\$59.00
13	Blocks, C.C.A., 8 in x 8 in x 14 in	each	\$15.00
14	Extruder Terminal Assembly	each	\$1,815.00
15	External Post 6 ft. x 8 in.	each	\$68.00
16	Cable Anchor	each	\$108.00
17	Post Anchor	each	No Bid
18	Offset strut including hardware	each	\$122.00
19	25 foot Extruder Rail	each	\$267.00
20	SKT 350 assembly	each	\$1,857.00
21	Button Head Bolt, 5/8 in. x 1-1/4 in.	each	\$.60
22	Button Head Bolt, 5/8 in. x 2 in.	each	\$.80
23	Button Head Bolt, 5/8 in. x 10 in.	each	\$2.35
24	Button Head Bolt, 5/8 in. x 18 in.	each	\$3.80
25	Washer, round 5/8 in.	each	\$.35
26	Washer, 1-3/4 in x 3 in x 3/16 in	each	\$1.00
27	Bolted Anchoe C-10.23	each	\$159.00
28	Safety Barricade Repair per Linear Foot	linear foot	\$67.70