

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, December 6, 2011 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CONSENT

Board of Supervisors

1. Approve the 2012 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2012, the tentatively scheduled Special Board meetings (to be held only if necessary), the 2012 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2012 meeting schedule.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of November 15, 2011.
3. Approve the appointments of the following persons as Precinct Committee persons for the Republican and Democratic Parties of Cochise County: Precinct #43 SV Country Club, Marie A. Wagner; Precinct #2 BE J-Six, Mark Weeks; Precinct #4 BE San Pedro, Patricia S.P. Christensen; Precinct #58 Tombstone, Carol Gross.

Community Development

4. Approve the renewal of Contract No. 09-27-HFP-04 for Tree Trimming and Removal Services with Environmental Earthscapes, Inc. in the not to exceed amount of \$95,000 for the period of December 12, 2011 through December 11, 2012 for the Highways and Floodplain Division.
5. Adopt an Intergovernmental Agreement to provide Building Inspection and Plan Review Services to Huachuca City at a rate of \$60 per hour, effective upon signing by all parties for a one-year period, with automatic annual renewals.

County Attorney

6. Approve the proposed settlement of the Tax Appeal in Edward P. Gray and Bernice R. Gray v. Cochise County, ST2011-000383, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Facilities

7. The Joint Task Force (JTF) is requesting an extension of a Right-of-Entry Permit for use of the Bisbee Douglas International Airport (BDI).
8. Approve an Intergovernmental Agreement between the City of Sierra Vista and Cochise County for a Sewer Extension Project in the Sulger Subdivision.
9. Approve the renewal of Contract No. 09-33-FAC-02 for General Aviation Gasoline and Jet Aviation Fuel to Ascent Aviation Group, Inc. in the estimated amount of \$300,000 for the period of January 1, 2012 through December 31, 2012.

Finance

10. Approve demands and budget amendments for operating transfers.

Health

11. Approve the amendment to Subcontract Agreement, First Things First – Bright Futures Collaboration, between Child & Family Resources (CFR) and Cochise Health & Social Services in the amount of \$31,834 for the period of July 1, 2011 to June 30, 2012.
12. Approve Amendment 4 to IGA #HG861229, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$145,131 for the period of January 1, 2012 through December 31, 2012.

Housing Authority

13. Ratify the signature of the Executive Director on the Memorandum of Understanding between the Housing Authority of Cochise County and the City of Douglas Housing Authority to share the costs for staff training from Lindsey and Company.

Workforce Development

14. Approve the appointment of Gerald Curfman and Richard C. Dullum as directors for the Industrial Development Authority of Cochise County, pursuant to A.R.S. 35-705, effective immediately and terminating on October 28, 2017.

ACTION

Board of Supervisors

15. Elect _____ as Chairman of the Board of Supervisors, effective January 1, 2012.
16. Elect _____ as Vice-Chairman to the Board of Supervisors, effective January 1, 2012.

Elections and Special Districts

17. Adopt Resolution 11-52 establishing forty-nine (49) elections precincts for Cochise County and defining their boundaries.
18. Adopt Resolution 11-53 defining the boundaries of the Cochise County Supervisorial Districts.
19. Adopt Resolution 11-54 defining the Cochise County Justice of the Peace Precinct boundaries.
20. Adopt Resolution 11-55 establishing precincts for the Cochise County Community College and defining their boundaries.

Procurement

21. Adopt Resolution 11-56 authorizing revisions to Section 13.3 of the Cochise County Procurement Policy relative to Change Orders on construction contracts.

PUBLIC HEARING

Board of Supervisors

22. Approve an agent change/acquisition of control liquor license application for a series #10 (beer & wine) liquor license submitted by Mr. Alfonso D. Galindo for Palo Verde Stop-N-Go located at 3219 N. Washington Avenue, Douglas, 85607.

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

PRESENTATION

Presentation to the Board of Supervisors and "open house" of the Sheriff's Office new Mobile Command Post.

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"

Presentations / Special Events
Board of Supervisors

Regular Board of Supervisors Meeting

Date: 12/06/2011

Presentation of the Sheriff's Office new Mobile Command Post

Submitted By: Rod Rothrock, County
Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

NAME	R. W. Rothrock	TITLE	Chief Deputy
of PRESENTER:		of PRESENTER:	

ORGANIZATION NAME NA
of PRESENTER:

Agenda Item Text:

Presentation to the Board of Supervisors and "open house" of the Sheriff's Office new Mobile Command Post.

Background:

In July 2010 Governor Brewer, through the Governor's Office of Economic Recovery, awarded a \$1,600,000 grant to the Sheriff's Office as part of the Border Security Enhancement Program. This funding was utilized to create the Sheriff's Office Border Interdiction Team (BIT) and to purchase vehicles and equipment. One of the items purchased was a 2012 model Freightliner M2-106, 35 foot long, diesel powered mobile command post vehicle. The total cost of the vehicle, complete with radios and other electronic components, was approximately \$300,000. The acquisition of this mobile command post will allow the Sheriff's Office to establish Incident Command almost anywhere in Cochise County with complete radio, telephone, and computer capability.

The Mobile Command Post will be available for inspection/tour immediately after the meeting of the Board of Supervisors.

To BOS Staff: Document Disposition/Follow-Up:

Not Applicable.

Regular Board of Supervisors Meeting

Date: 12/06/2011

BOS Meeting Schedule

Submitted By: Katie Howard, 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 2012 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2012, the tentatively scheduled Special Board meetings (to be held only if necessary), the 2012 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2012 meeting schedule.

Background:

Each year, we develop and post a notice of the regularly scheduled Board meetings, as required by statute.

Department's Next Steps (if approved):

Post notice of regular meetings on the bulletin board and online; disseminate information to County departments; input regular BOS meeting dates in AgendaQuick.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See Next Steps, above

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):

n/a

Attachments

2012 BOS Mtg Schedule & Co Holidays

COCHISE COUNTY BOARD OF SUPERVISORS MEETING SCHEDULE AND COUNTY HOLIDAYS *

2012

January '12						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February '12						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March '12						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April '12						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May '12						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June '12						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July '12						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August '12						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September '12						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October '12						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November '12						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December '12						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

X * Denotes observance of a legal holiday; County offices are closed.

Yellow Regular Board Meeting**

Purple Special Board Meeting (*to be held only if needed*)

Green Special Board Meeting (budget meetings; will be held)

Light Green County PayDays

**** Note that the Regular Board meetings will occur on the 2nd and 4th Tuesday of each month, except in December (due to the Christmas holiday).**

Regular Board of Supervisors Meeting

Date: 12/06/2011

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 November 15, 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.

Regular Board of Supervisors Meeting

Date: 12/06/2011

Precinct Committee Members

Submitted By: Arlethe Rios, 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 n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Docket Number (If applicable):

Mandated Function?:

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

Agenda Item Text:

Approve the appointments of the following persons as Precinct Committee persons for the Republican and Democratic Parties of Cochise County: Precinct #43 SV Country Club, Marie A. Wagner; Precinct #2 BE J-Six, Mark Weeks; Precinct #4 BE San Pedro, Patricia S.P. Christensen; Precinct #58 Tombstone, Carol Gross.

Background:

Requested by the Cochise County Republican and Democratic Committee and verified as eligible by the County Elections department.

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to Cochise County Republican and Democrat Parties.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Regular Board of Supervisors Meeting**Date:** 12/06/2011**Contract Renewal - Tree Trimming & Removal****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 renewal of Contract No. 09-27-HFP-04 for Tree Trimming and Removal Services with Environmental Earthscapes, Inc. in the not to exceed amount of \$95,000 for the period of December 12, 2011 through December 11, 2012 for the Highways and Floodplain Division.

Background:

This will be the third renewal of Contract No. 09-27-HFP-04. The terms and conditions of the original solicitation allow for this contract to be renewed for a period of up to four (4) successive one-year periods. The Highway and Floodplain Division is satisfied with the services and pricing provided by Environmental Earthscapes, Inc. and is requesting the renewal of the contract for one more year. Environmental Earthscapes, Inc. has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Issue blanket purchase order. Monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a need for tree trimming and removal services which would most likely result in higher prices and additional workload for both the Procurement and Highway and Floodplain Division.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

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 have been budgeted for in the FY 2011-12 budget and approved in the FY 2011-12 annual work plan.

Community Development

Regular Board of Supervisors Meeting

Date: 12/06/2011

IGA with Huachuca City to provide building inspection and plan review services

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
of PRESENTER:TITLE
of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Adopt an Intergovernmental Agreement to provide Building Inspection and Plan Review Services to Huachuca City at a rate of \$60 per hour, effective upon signing by all parties for a one-year period, with automatic annual renewals.

Background:

Huachuca City requested the County provide building inspection services when their building inspector became ill.

Department's Next Steps (if approved):

The Building Division has been providing services to Huachuca City for the past month. This work was approved by County Management. Once the IGA is approved, Staff will bill back the City for services already rendered. We will continue to provide services as long as requested by the City. Staff has and will continue to absorb these limited inspections with no impact to county services.

Impact of NOT Approving/Alternatives:

The IGA provides services to the City and is not reciprocal. County services would not be affected but the City would have to look for other jurisdictions to provide the service or hire consultants.

To BOS Staff: Document Disposition/Follow-Up:

The IGA has been reviewed by the City and approved in form. The final IGA would need to be routed to the City for signatures. Provide one copy of the executed IGA to the Planning Department, Building Safety Division.

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 IGA establishes the fees the County would assess the City for inspection and plan review services. The fees are \$60 per hour plus mileage for inspection services. The fees are collected monthly. The expected revenue from this service is estimated to be less than \$500 per month.

Attachments

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C:\Documents and Settings\jholden\My Documents\IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUACHUCA 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 Huachuca City, 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, 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; 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, to be performed by qualified County personnel.

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

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

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

2. The City shall agree to monthly billings for any inspection, plan review services or technical assistance conducted by County personnel at the rate of Sixty (\$60.00) per hour with a one hour minimum including travel time to and from an inspection. Travel distance will be measured from the Foothills Road County Buildings to the inspection site. Mileage will be paid based on the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect 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

Pat Call
Chair of the Board

APPROVED BY MAYOR AND COUNCIL OF HUACHUCA CITY, ARIZONA,

this ____ day of _____, 2011.

ATTEST:

HUACHUCA CITY

Margaret Saenz
Interim Town Clerk

Byron Robertson
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: _____
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 Huachuca City , State of Arizona.

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

HUACHUCA CITY

By: _____
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN HUACHUCA 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 Huachuca City, 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, 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; 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, to be performed by qualified County personnel.

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

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

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

2. The City shall agree to monthly billings for any inspection, plan review services or technical assistance conducted by County personnel at the rate of Sixty (\$60.00) per hour with a one hour minimum including travel time to and from an inspection. Travel distance will be measured from the Foothills Road County Buildings to the inspection site. Mileage will be paid based on the current federal government travel rate. The City will make all such payments within thirty (30) days of the receipt of an itemized bill for authorized services.

3. This Agreement shall become effective following its approval by both parties. It shall remain in effect 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

Pat Call
Chair of the Board

APPROVED BY MAYOR AND COUNCIL OF HUACHUCA CITY, ARIZONA,

this ____ day of _____, 2011.

ATTEST:

HUACHUCA CITY

Margaret Saenz
Interim Town Clerk

Byron Robertson
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: _____
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 Huachuca City , State of Arizona.

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

HUACHUCA CITY

By: _____
City Attorney

Regular Board of Supervisors Meeting

Date: 12/06/2011

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Edward P. Gray and Bernice R. Gray v. Cochise County, ST2011-000383, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$197,225.00 to \$125,000.00 for tax year 2011. After reviewing the taxpayer's documentation and other market factors/comparables the Assessor agrees that the property was overvalued and so recommended a settlement offer that lowered the value to \$150,000.00 for tax year 2011. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division - upon Board's approval.

Regular Board of Supervisors Meeting

Date: 12/06/2011

JTF Right-of-Entry Permit

Submitted By: Eddie Levins, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1
Submitted for Signature:

NAME
of PRESENTER: Eddie Levins

TITLE
of PRESENTER: Director,
Facilities
Management

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Agenda Item Text:

The Joint Task Force (JTF) is requesting an extension of a Right-of-Entry Permit for use of the Bisbee Douglas International Airport (BDI).

Background:

The JTF works cooperatively with law enforcement to secure US Borders. The current JTF Right-of-Entry Permit for use of BDI was approved by the BOS on 09/07/04. This is an extension of that agreement.

Department's Next Steps (if approved):

A copy of the extended agreement will be provided to the JTF.

Impact of NOT Approving/Alternatives:

Failure to approve this request would hinder the mission of the JTF.

To BOS Staff: Document Disposition/Follow-Up:

Provide signed copy of extended agreement to Facilities Management for forwarding to the JTF.

Attachments

Right-of-Entry

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

JTF-N

Contract No. _____

Owner: Cochise County Arizona

County and State: _____

Cochise County, Arizona

Property Description: _____

N31.4724 / W-109.5903

Bisbee Douglas International Airport / BDI

The undersigned, hereinafter called the "Owner" hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry permit upon the following terms and conditions:

1. The Owner hereby grants to the Government the right to enter upon the lands hereinafter described ("the land") at any time within the following period: 01/01/2012 through 12/31/2012, in order to carry out military training and operations on said lands by the Government.

a. The purpose of the work is for military training and operations.

b. Construction in connection with the use of this site is not required.

c. The use of military equipment, including tracked and wheeled vehicles, aircraft, aircraft flights, and/or landings in and over this land may be involved as a part of this military training operation.

d. The property may be used for bivouac and logistical support.

e. If required by Federal or state law, the Government has the right to conduct environmental studies on the land.

2. This permit includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

egress is necessary and not otherwise conveniently available to the Government.

3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry permit.

4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the government will, in its sole discretion, either repair such damage or make an appropriate settlement with the owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided herein.

5. The Owner shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Government's use of the premises under the terms of this agreement and are not due to the negligence of the Owner.

6. The Owner (does/does not) grant the Government the right to use any buildings, timber or any other products of the land.

7. This permit may be terminated by either party upon 30 days written notice.

8. Notice of Termination or Claims shall be mailed to the Government at the address noted below and to the Owner at the address shown hereon.

9. The land affected by this right-of-entry permit is located in the State of Arizona, County of Cochise, and is described as follows:

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

(Where the description is not available, attach a Map with the property specifically labeled and outlined in RED.)

10. The following additional restrictions on use of the land will apply:

WITNESS my hand this _____ day of November _____, 20¹¹__.

Witness

Owner's Signature

Owner's Name

Owner's Telephone Number

Owner's Address

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

Consent of Tenant: (if applicable)

I hereby consent to the use of the property by the Government in accordance with this permit.

Witness

Tenant's Signature

Tenant's Name

Tenant's Telephone Number

Tenant's Address

**MILITARY TRAINING AND OPERATIONS
RIGHT-OF-ENTRY PERMIT**

=====

CERTIFICATE FOR STATE/LOCAL GOVERNMENT AGENCIES (if applicable)

I _____ certify that I am _____;
Name of official Official position
(not the signer on previous page)

and that _____ who signed the Right of Entry on
Name of signer
(on previous page)

behalf of _____, was the _____
Agency Signer's official position

for _____, that said Right of Entry was duly
Agency

signed for and on behalf of _____, by authority
Agency

of its governing body and is within the scope of his corporate
powers.

Signature of Official
(not the signer on previous page)

Telephone Number

=====

THE UNITED STATES OF AMERICA

By: _____

U.S. Army Corps of Engineers

Address

Regular Board of Supervisors Meeting

Date: 12/06/2011

IGA between the City of Sierra Vista and Cochise County to extend the city sewer system into the Sulger Subdivision

Submitted By: Patty Lewis, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Patty Lewis

TITLE of PRESENTER: Grants Administrator

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Agenda Item Text:

Approve an Intergovernmental Agreement between the City of Sierra Vista and Cochise County for a Sewer Extension Project in the Sulger Subdivision.

Background:

The City of Sierra Vista plans to extend the city sewer system into the Sulger Subdivision, a County enclave located within the City. Currently, the residences in the Sulger Subdivision rely on antiquated and failing septic systems located on small parcels of land (about 7,500 square feet each). The City anticipates being awarded funding from the United States Department of Agriculture-Rural Development and is ready to move toward the construction phase of the project. The Intergovernmental Agreement between the City of Sierra Vista and Cochise County will identify the responsibilities of the parties in regards to the sewer extension project. The City of Sierra Vista is the lead agency for the project and responsible for all costs associated with extending the city sewer system. No impact on the General Fund.

Department's Next Steps (if approved):

The City of Sierra Vista will move forward with the system extension and construction phase.

Impact of NOT Approving/Alternatives:

Responsibilities between the City and the County will not be properly defined in regards to sewer extension project within the Sulger Subdivision.

To BOS Staff: Document Disposition/Follow-Up:

Two originals of the IGA will be provided to the Clerk of the Board. After formal Board action and appropriate signatures, please return one original to the Facilities/Grants office. Thank you for your assistance.

Attachments

IGA Sulger Sewers

INTERGOVERNMENTAL AGREEMENT

Between
THE CITY OF SIERRA VISTA
And
COCHISE COUNTY

This Agreement is entered into between City of Sierra Vista, a Municipal Corporation, hereinafter referred to as "City" and the County of Cochise, a body politic, hereinafter referred to as "County," for the purpose of extending the City sewer system into southern half of the Sulger subdivision within the west side of the City.

WHEREAS, the City anticipates being awarded funding from the United States Department of Agriculture-Rural Development to extend the existing City sewer system into the unincorporated area of the Sulger subdivision as depicted on the project area map incorporated herein as Exhibit "A"; and

WHEREAS, to coordinate the respective activities for the extension of the City sewer system in the most efficient and appropriate manner, it is necessary that the City and the County enter into this Agreement, pursuant to A.R.S. § 11-952 for sewer improvements in the southern half of the Sulger subdivision; and

NOW THEREFORE IT IS AGREED AS FOLLOWS:

The City will provide design and engineering services to develop construction plans and specifications for the project.

1. The City shall assume full responsibility for acquisition, construction, and maintenance of the Sulger subdivision sewer Project. The City shall be solely responsible for obtaining all construction services, permits, materials, equipment, property, and labor that may be necessary for this project in the manner the City deems appropriate, subject to the requirements of the USDA-RD Rural Utilities Service. This term does not preclude the use of County labor and equipment to assist in this project, but any such participation would be subject to a separate agreement for services between the City and the County, such agreement which may be negotiated by the City Manager or his designee on the City's part.
2. Each party, acting through its respective engineers, agrees to cooperate fully with the other party, as necessary to successfully perform this Agreement. The County hereby authorizes the City to use the designated rights-of-way and other property belonging to the County in connection with this project, provided that the plans and design for any such improvements have been reviewed and approved by both the City and the County. During the term of this Agreement the City shall remain responsible for the appropriate maintenance of any such improvements in the same manner that it maintains other project improvements.
3. The scope of work is limited to providing sewer service to the County residents in the Sulger area and described as the following:

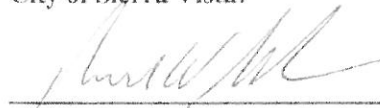
The interceptor in 7th Street will serve the entire project area by gravity. Laterals will be extended along Danny Lane, Jennifer Lane, and Timothy Lane. Collection lines will then connect to interceptor sewers in Judd Street and Busby Drive. All sewer lines will be 8-inch in diameter and manholes will be 4 feet in diameter. No lift or pumping stations required.

Waste water generated from the Sulger subdivision will be conveyed via the City's collection to the Environmental Operations Park (EOP). The EOP is an existing municipal waste water treatment plant owned, operated, and maintained by the City.

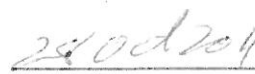
4. All of the materials and equipment that may be acquired pursuant to this Agreement shall remain the property of the City upon termination.
5. The City will be solely responsible for the project budget and any payment of excess costs incurred under this project.
6. The City shall defend, hold harmless, 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. 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 forgoing 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.
7. Prior to the completion of the project, this Agreement maybe terminated by either party upon ten-(10) days written notice to the other party.
8. This Agreement shall be effective following its approval by the respective parties and upon the date of its recording with the Cochise County Recorder.
9. The terms of the Agreement are intended only to define the rights and obligations of the respective parties. Nothing expressed herein shall create any right or duties in favor of any potential third parties.

WHEREFORE, the City and the County have approved and signed this Agreement, as indicated below.

City of Sierra Vista:



Frederick W. Mueller, Mayor
City of Sierra Vista



Date

Attest:



Jill Adams, City Clerk

County of Cochise:

Patrick Call, Chairman
Cochise County Board of Supervisors

Date

Attest:

Katie Howard, Clerk of the Board

INTERGOVERNMENTAL AGREEMENT DETERMINATION

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SIERRA VISTA
AND COCHISE COUNTY

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 public body or bodies identified below.

This 2nd day of October, 2011.

By: _____

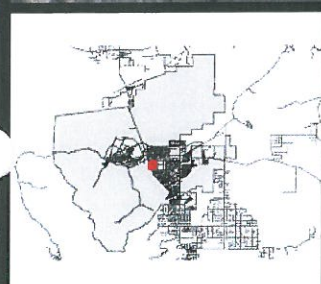
Stuart Fauver, City Attorney
City of Sierra Vista

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.

By: _____

David Fifer, Civil Deputy County Attorney
Cochise County



MAP 2 SULGER SUBDIVISION PLANNING AREA & PROJECT AREA

This map is a product of the
City of Sierra Vista GIS



0' 1" = 300'

RESOLUTION 2011-128

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COCHISE COUNTY FOR THE DESIGN, ACQUISITION AND CONSTRUCTION OF A GRAVITY SEWER IN THE SULGER SUBDIVISION; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, the City is responsible for operation and maintenance of the City sewer collection system; and

WHEREAS, the City and County portion of the project should be bid and constructed together; and

WHEREAS, the City and County are interested in maximizing effluent recharge; and

WHEREAS, the City has designed and managed the construction of numerous sewer lines in the area;

WHEREAS, the septic systems in the Sulger Subdivision are on small lots and the residents have few options should their leech systems fail;

WHEREAS, the residents of both the City and County would benefit from the construction of this sewage collection system.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA, AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista relating to intergovernmental agreements be, and hereby is, reaffirmed.

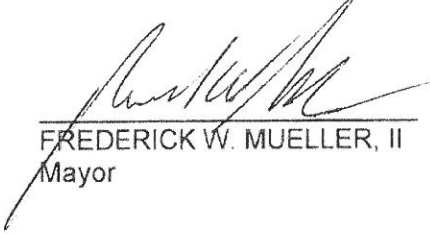
SECTION 2

The City Council hereby approves entering into an Intergovernmental Agreement with Cochise County for the purpose of designing and constructing a gravity sewer system, which said Agreement is attached and made a part hereof by this reference.

SECTION 3

The City Manager, City Clerk, City Attorney or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

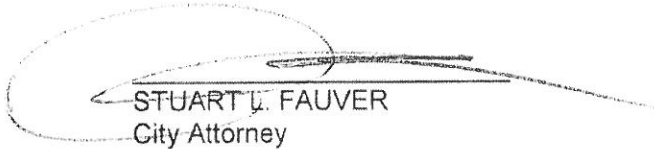
PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF SIERRA VISTA, ARIZONA THIS 27TH DAY OF OCTOBER 2011.


FREDERICK W. MUELLER, II
Mayor

ATTEST:

APPROVED AS TO FORM:



JILL S. ADAMS
City Clerk

STUART L. FAUVER
City Attorney

PREPARED BY:
ALAN HUMPHREY
SR. CIVIL ENGINEER

Regular Board of Supervisors Meeting

Date: 12/06/2011

Contract Renewal - Aviation Fuel

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 N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Agenda Item Text:

Approve the renewal of Contract No. 09-33-FAC-02 for General Aviation Gasoline and Jet Aviation Fuel to Ascent Aviation Group, Inc. in the estimated amount of \$300,000 for the period of January 1, 2012 through December 31, 2012.

Background:

Background: This is the third renewal of Contract No. 09-33-FAC-02. The terms and conditions of the original solicitation allow for this contract to be renewed for a period of up to four (4) successive one-year periods. The vendor has agreed to hold pricing firm for the one-year contract renewal period. Facilities Management is satisfied with the performance of Ascent Aviation and has requested to renew this contract for another year.

The purpose of this bid is to provide aviation fuel for the Bisbee-Douglas International (BDI) Airport. Aviation fuel is purchased by Cochise County for resale to users of the airport. as well as for sale to the National Forest Service wild land firefighting operations, military operations, or other special purpose activities. Through a competitive bid process the County is ensuring its airport users obtain a competitive price for aviation fuel.

Fiscal Impact information is in the internal comments section. Since this is a revenue generating contract, all costs are offset by revenues.

Department's Next Steps (if approved):

Execute renewal agreement and issue blanket purchase order.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain price quotes every time aviation fuel is required most likely resulting in higher prices and additional administrative time.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Renewal Agreement

Aviation Fuel Sold

Aviation Fuel Purchased

Angel Thunder Fuel Purchases



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

November 10, 2011

Dave Munger
National Sales Manager
Ascent Aviation Group, Inc.
1 Mill Street
Parish, NY 13131

Sent via e-mail: dmunger@ascent1.com

Dear Mr. Munger;

Cochise County awarded your firm Contract #09-33-FAC-02 for General Aviation Gasoline & Jet Aviation Fuel for the period January 1, 2011 through December 31, 2011. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the third of four possible renewal terms.

The County is considering renewal of this agreement for the period of January 1, 2012 through December 31, 2012. Please indicate your decision below, then sign and return this letter to me **as soon as possible**. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if re-bidding will best serve the County's interest.

If you have any questions regarding this process, please contact me at (520)432-8392 or trutan@cochise.az.gov.

Sincerely,


Terry Rutan
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

☒ Agree to a one-year renewal of the above Contract for the exact same pricing and terms.

☐ Agree to a one-year renewal of the above contract with the changes shown on the attached. (Please include original pricing for comparison.)

Darren B Fuller
Name (Type or print)

Signature

VP- Business Development
Title

Date

11/14/2011

MONTH	BDI AIRPORT 2010 ACTUAL				BDI AIRPORT 2011				BDI AIRPORT 2012			
	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT
JANUARY	408	\$ 1,569	951	\$ 3,140	237	\$ 1,053	876	\$ 3,328	322	\$ 1,646	913	\$ 4,156
FEBRUARY	483	\$ 1,962	667	\$ 2,235	574	\$ 2,555	4,702	\$ 18,426	528	\$ 2,700	2,685	\$ 12,214
MARCH	541	\$ 2,213	2,702	\$ 8,351	568	\$ 2,529	423	\$ 1,692	555	\$ 2,835	1,562	\$ 7,108
APRIL	570	\$ 2,355	51,712	\$ 189,213	497	\$ 2,213	1,649	\$ 6,732	534	\$ 2,728	1,600	\$ 7,280
MAY	810	\$ 3,370	10,192	\$ 37,681	5,686	\$ 30,303	14,263	\$ 68,688	700	\$ 3,577	2,500	\$ 11,375
JUNE	237	\$ 1,017	4,871	\$ 18,108	4,269	\$ 22,253	15,108	\$ 66,148	250	\$ 1,278	2,000	\$ 9,100
JULY	179	\$ 796	714	\$ 2,694	104	\$ 527	1,526	\$ 6,727	142	\$ 724	1,120	\$ 5,094
AUGUST	432	\$ 1,910	950	\$ 3,484	234	\$ 1,208	1,729	\$ 7,692	333	\$ 1,700	1,340	\$ 6,095
SEPTEMBER	397	\$ 1,760	292	\$ 1,067	393	\$ 2,073	3,428	\$ 15,254	395	\$ 2,017	1,860	\$ 8,464
OCTOBER	360	\$ 1,615	-	\$ -	129	\$ 669	15,901	\$ 71,068	244	\$ 1,248	16,000	\$ 72,800
*NOVEMBER	778	\$ 3,480	400	\$ 1,493	500	\$ 2,555	400	\$ 1,820	500	\$ 2,555	400	\$ 1,820
*DECEMBER	530	\$ 2,359	1,174	\$ 4,451	525	\$ 2,683	1,200	\$ 5,460	525	\$ 2,683	1,200	\$ 5,460
TOTAL GAL.	5,723	\$ 24,406	74,625	\$ 271,916	13,715	\$ 70,622	61,205	\$ 273,034	5,027	\$ 25,690	33,180	\$ 150,967

*2011 PROJECTED FIGURES

2011 MAY & JUNE SALES ARE INFLATED DUE TO THE MONUMENT AND HORSESHOE II FIRES - OCTOBER SALES (2011 ACTUAL AND 2012 - PROJECTED) ARE INFLATED DUE TO ANGEL THUNDER EXERCISES.

MONTH	BDI AIRPORT 2010 ACTUAL				BDI AIRPORT 2011				BDI AIRPORT 2012			
	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT	AVGAS GALLONS	AVGAS AMOUNT	JET A GALLONS	JET A AMOUNT
JANUARY							7,010	\$ 21,988				
FEBRUARY			7,000	\$ 17,544							3,500	\$ 13,650
MARCH											5,953	\$ 23,217
APRIL			65,640	\$ 188,681								
MAY	5,926	\$ 21,338			5,444	\$ 24,995	19,827	\$ 73,994			5,662	\$ 22,082
JUNE			5,917	\$ 15,486	4,884	\$ 22,217	13,352	\$ 50,154				
JULY											-	
AUGUST											-	
SEPTEMBER					5,894	\$ 26,259	6,869	\$ 25,202			4,459	\$ 17,390
OCTOBER							12,661	\$ 46,341	5,900	\$ 26,845	17,860	\$ 69,654
*NOVEMBER					-	\$ -	5,953	\$ 22,331				
*DECEMBER						\$ -		\$ -		\$ -	6,213	\$ 24,231
TOTAL GAL.	5,926	\$ 21,338	78,557	\$ 221,711	16,222	\$ 73,471	65,672	\$ 240,011	5,900	\$ 26,845	43,647	\$ 170,223

*2011 PROJECTED FIGURES

2011 MAY & JUNE SALES ARE INFLATED DUE TO THE MONUMENT AND HORSESHOE II FIRES - OCTOBER SALES (2011 ACTUAL AND 2012 - PROJECTED) ARE INFLATED DUE TO ANGEL THUNDER EXERCISES. THESE ARE JUST ROUGH PROJECTIONS.

MONTH	BDI AIRPORT 2010 ACTUAL - ANGEL THUNDER				BDI AIRPORT 2011 ACTUAL - ANGEL THUNDER				BDI AIRPORT 2012 - PROJECTED ANGEL THUNDER			
	AVGAS GAL	AVGAS AMT	JET A GALLONS	JET A AMOUNT	AVGAS GAL	AVGAS AMT	JET A GALLONS	JET A AMOUNT	AVGAS GAL	AVGAS AMT	JET A GALLONS	JET A AMOUNT
JANUARY												
FEBRUARY												
MARCH												
APRIL			64,500	\$ 162,155								
MAY												
JUNE												
JULY												
AUGUST												
SEPTEMBER												
OCTOBER							15,500	\$ 56,780			15,500	\$ 60,450
*NOVEMBER												
*DECEMBER												
TOTAL GAL.	-	\$ -	64,500	\$ 162,155	-	\$ -	15,500	\$ 56,780	-	\$ -	15,500	\$ 60,450

*2011 PROJECTED FIGURES

I PROJECTED PURCHASES @ 15,500 GALLONS FOR ANGEL THUNDER 2012 FOR OCTOBER (WHICH IS THE SAME IN 2011). L.H. ORIGINALLY HAD PROJECTED ABOUT 49,000 GALLONS TO BE SOLD, BUT WE ACTUALLY ONLY SOLD ABOUT 14,900 GALLONS. THIS WAS DUE TO ONLY ONE C-130 AND LESS MILITARY AGENCIES PARTICIPATING THIS YEAR. IF YOU WANT TO PROJECT PURCHASING MORE JUST MULTIPLY THE AMOUNT OF GALLONS BY OUR CURRENT JET A COST TO PURCHASE OF \$3.90 (INCLUDES ALL TAXES & SHIPPING). FOR MORE SALES JUST TAKE THE AMOUNT OF GALLONS YOU WANT TO PROJECT AND USE OUR CURRENT SALE PRICE OF \$4.55/GALLON. ALSO, LH WILL BE ABLE TO TELL YOU IF THEY ARE PLANNING ON HAVING IT NEXT YEAR. THANKS.

Regular Board of Supervisors Meeting

Date: 12/06/2011

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: 12/06/2011

First Things First - Bright Futures Collaboration, Amemdment

Submitted By: Jennifer Steiger, Health & Social
Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?: Federal or State Mandate

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 the amendment to Subcontract Agreement, First Things First – Bright Futures Collaboration, between Child & Family Resources (CFR) and Cochise Health & Social Services in the amount of \$31,834 for the period of July 1, 2011 to June 30, 2012.

Background:

Cochise Health & Social Services and Child & Family Resources developed a collaborative effort under First Things First funding during FY 09/10. During that time we developed a decision tree to determine which program could benefit our clients most effectively, as both agencies deliver home visitation services of differing intensity.

This relationship will continue, with CFR being the primary contractor with FTF, and with the Health Department being a sub-contractor to CFR to provide home visitation services they refer to us. The sub-contract scope of work has the Health Department providing information and preventive services on the following specialty topics:

Abuse/Domestic violence Alcohol/FASD
Breastfeeding Changes after pregnancy
Child Hazards Contraception/Family Planning
Dental Health Environmental
Exercise/physical Gestational Diabetes
Healthy weight Maternal diet
Mother/Baby Activity Never shake a baby
Prenatal classes Stress reduction
Tobacco/drug use Other _____

The changes to the contract are as follows:

Change in #3 Billing & Payment, second sentence:

- delete specification of MONTHLY payment

Change in #3 Billing & Payment, last sentence:

- reduce time for request for reimbursement from 90 days to 30 days

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment will terminate a productive and developing collaborative effort with a sister agency in Cochise County. Also, continuity of care by our staff of approximately 100 clients will be stalled.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 2011-2012

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 9,416

Source of Funding?: CFR

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fee-for-services contract. Cochise County is contracted to provide up to 200 one-hour visits set at \$157.17 per visit, for a maximum billable amount of \$31,834.00.

These payments will be used to offset the staff, travel, and materials costs.

Net county subsidy is calculated as follows:

A-87 OH at 48.83% (of current estimate of salaries/EREs of \$19,284
based on 200 visits at all-in pers. cost of \$96.42/visit) \$9,416

Authorized overhead (5% of \$19,284) \$ 964

Net county subsidy \$8,452

Attachments

CFR-FTF Amend 11-11

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger Department/Division: Health/Prevention
Date Prepared: 11/18/11 Telephone: 520-432-9402
Grantor: Child & Family Resources Grant Title: First Things First - Bright Futures Collaboration
Grant Term From: 7/1/11 To: 6/30/12
Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No Amendment No. 1 Increase \$ n/a Decrease \$ n/a

Briefly describe purpose of grant:

This contract allows program to provide home visitations to high risk families where they are provided health education and nutrition information

If amendment, provide reason:

This amendment does not change the funding. It is a change in the required reporting procedures only.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year				\$ 31,834	\$ 31,834
Remaining Years					
Total Revenue				\$ 31,834	\$ 31,834

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

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: Child & Family Resources

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

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

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

a) Total A-87 cost allocation 9,416

b) Amount of overhead allowed by grant \$964 County subsidy (a-b) \$8,452

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

If yes, dollar amount \$ 964 OR percentage allowed 5 %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 5

Executive Summary Form

Agenda Number: ----- (Subcontract Agreement with Child & Family Resources)

Recommendation:

Approval of amendment to Subcontract Agreement, First Things First – Bright Futures Collaboration, between Child & Family Resources (CFR) and the Cochise County Health Department in the amount of \$31,834 for the period of July 1, 2011 to June 30, 2012.

Change in #3 **Billing & Payment**, second sentence:

- delete specification of MONTHLY payment

Change in #3 **Billing & Payment**, last sentence:

- reduce time for request for reimbursement from 90 days to 30 days

Background (Brief):

Cochise County Health Department and Child and Family Resources developed a collaborative effort under First Things First funding during FY 09/10. During that time we developed a decision tree to determine which program could benefit our clients most effectively, as both agencies deliver home visitation services of differing intensity.

This relationship will continue, with CFR being the primary contractor with FTF, and with the Health Department being a sub-contractor to CFR to provide home visitation services they refer to us. The sub-contract scope of work has the Health Department providing information and preventive services on the following specialty topics:

Abuse/Domestic violence	Alcohol/FASD
Breastfeeding	Changes after pregnancy
Child Hazards	Contraception/Family Planning
Dental Health	Environmental
Exercise/physical	Gestational Diabetes
Healthy weight	Maternal diet
Mother/Baby Activity	Never shake a baby
Prenatal classes	Stress reduction
Tobacco/drug use	Other _____

Fiscal Impact & Funding Sources:

This is a grant-funded, fee-for-services contract. Cochise County is contracted to provide up to 200 one-hour visits set at \$157.17 per visit, for a maximum billable amount of \$31,834.00.

These payments will be used to offset the staff, travel, and materials costs.

Net county subsidy is calculated as follows:

Executive Summary Form

A-87 OH at 48.83% (of current estimate of salaries/EREs of \$19,284 based on 200 visits at all-in pers. cost of \$96.42/visit)	\$9,416
Authorized overhead (5% of \$19,284)	<u>964</u>
Net county subsidy	<u>\$8,452</u>

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment will terminate a productive and developing collaborative effort with a sister agency in Cochise County. Also, continuity of care by our staff of approximately 100 clients will be stalled.



- **Resilient children and families**
- **Excellent childcare and education**
- **Communities that value children and families**

ANGEL CHARITY BUILDING
2800 E. Broadway Boulevard
Tucson, Arizona 85716
(520) 881-8940
Fax: (520) 325-8780
www.childfamilyresources.org
email: cfr@cfr.org

October 13, 2011

CHIEF EXECUTIVE OFFICER
Eric Schindler, Ph.D.

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Cochise County Health Department
4115 E. Foothills Drive
Sierra Vista, AZ 85635

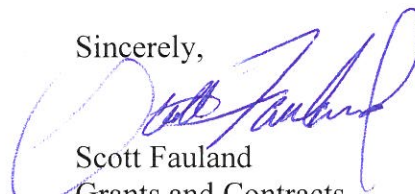
Re: Building Bright Futures - Cochise County - First Things First
Subcontract Amendment

Ms Godfrey,

Please find enclosed two original Amendments to the Building Bright Futures - Cochise County - First Things First Subcontract dated October 10, 2011 between Child & Family Resources Inc and the Cochise County Health Department. Please sign both and return one copy to me, keeping one for your records.

If you have any questions or need anything else, please feel free to contact me at (520) 321-3771 or sfauland@cfr.org.

Sincerely,



Scott Fauland
Grants and Contracts
Coordinator



SUBCONTRACT AMENDMENT

Effective November 1, 2011 the Subcontract Agreement, dated 10-10-2011, between Child & Family Resources, Inc. and Cochise County Health Department (hereinafter referred to as "Contractor") whose Social Security Number (SSN) or Federal Tax Identification Number (FEIN) is 86-6000398 is hereby amended with the following changes to **§ 3 Billing & Payment**.

All other terms, conditions and provisions of the subcontract agreement shall remain the same.

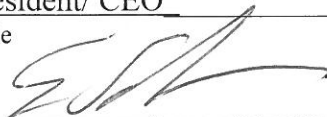
3. Billing and Payment

Child & Family Resources, Inc. will pay Contractor the fixed fee amount of \$159.17 per hour for the services described above. Not to exceed the amount of \$31,834.00 for the program year 2011-2012. An invoice for services with justifying documentation, including but not limited to a general ledger report detailing expenses for this project, must be delivered to Child & Family Resources, Inc. no later than the 10th day of the month following the provision of services. Child & Family Resources, Inc. will reimburse (subcontractor) on a cost reimbursement basis as determined by First Things First policy. Invoices for services must be submitted to the Program Director, or directly to the Finance Department, after all invoiced services are provided, and no later than the 10th of the month following the month of service. Child and Family Resources agrees to pay Contractor within 30 days of the invoice date. Invoices must indicate the services rendered, dates of services, Contractor's SSN or FEIN, name and address. Any request for reimbursement received more than 30 days after the provision of services may be denied.

CHILD & FAMILY RESOURCES, INC.

Eric Schindler
Name

President/ CEO
Title

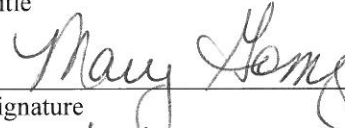

Signature

10/12/11
Date

CONTRACTOR

Mary Gomez MARY GOMEZ
Name

DIRECTOR
Title


Signature

11/10/11
Date

SUBCONTRACT AGREEMENT DETERMINATION

RE: Contractor Agreement to perform services for the First Things First Bright Futures project in the form of home visitations between Child & Family Resources and the Cochise County Health Department.

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 on behalf of Cochise County Health Department 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 each of the above-identified parties.

Approved as to form this 10th day of November, 2011.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: _____


Terry Bannon
Deputy County Attorney

Regular Board of Supervisors Meeting

Date: 12/06/2011

Teen Pregnancy Prevention Program, Amendment 4

Submitted By: Jennifer Steiger, Health & Social
Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

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

Agenda Item Text:

Approve Amendment 4 to IGA #HG861229, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$145,131 for the period of January 1, 2012 through December 31, 2012.

Background:

The Teen Pregnancy Prevention Program will begin its fifth year on January 1, 2012. Work will continue with the Juvenile Probation System to deliver classes on healthy relationships to probationers and teens in detention. Expansion of the program into schools using an approved ADHS/ADE curriculum will be continued in the Douglas, Bisbee and Willcox School Districts. A Youth Health Coalition, funded by the Teen Pregnancy Prevention Program and begun in collaboration with the state funded Tobacco Prevention program, will continue in Douglas, Bisbee and Willcox. An AmeriCorps volunteer has been added to the staffing plan at significant budget savings. The AmeriCorps volunteer will coordinate the activities of the Youth Health Coalition and will assist with other teen pregnancy prevention activities. Attempts will be made to expand curriculum services and Youth Health Coalition activities into the Sierra Vista community. No more than two Teen Mazes will be held throughout the year (per state guidance). Parent education classes will be offered on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 2011-2012

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): \$ 46,179

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, cost reimbursement program by the ADHS funded at \$145,131. The net county subsidy is calculated as follows:

ADHS Approved Salaries & ERE's: \$94,570

A-87 Overhead @ 48.83%: \$46,179

- Authorized Overhead @ 20%: \$18,914

Net County Subsidy: \$27,265

Attachments

Teen Pregnancy 2011 Amend 4

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger Department/Division: Health/Prevention
Date Prepared: 11/18/11 Telephone: 520-432-9402
Grantor: ADHS Grant Title: Teen Pregnancy Prevention
Grant Term From: 1/1/12 To: 12/31/12
Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No Amendment No. 4 Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Provides various Teen Pregnancy Prevention programs and activities in Cochise County for residents in the at risk group.

If amendment, provide reason:

This amendment is renewing the annual IGA funding. this is a price sheet amendment.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$ 145,131			\$ 145,131
Remaining Years					
Total Revenue		\$ 145,131			\$ 145,131

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

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

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

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

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

a) Total A-87 cost allocation \$ 46,179

b) Amount of overhead allowed by grant \$ 18,914 County subsidy (a-b) \$ 27,265

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

If yes, dollar amount \$ 18,914 OR percentage allowed 20%

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 2

Agenda Number: HLT Teen Pregnancy Prevention Program

Recommendation:

Approval of IGA #HG861229, Amendment 4 Teen Pregnancy Prevention Program between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$145,131. This amendment extends the contract period from January 1, 2012 through December 31, 2012.

Background (Brief):

The Teen Pregnancy Prevention Program will begin its fifth year on January 1, 2012. Work will continue with the Juvenile Probation System to deliver classes on healthy relationships to probationers and teens in detention. Expansion of the program into schools using an approved ADHS/ADE curriculum will be continued in the Douglas, Bisbee and Willcox School Districts. A Youth Health Coalition, begun in collaboration with the state funded Tobacco Prevention program, will continue in Douglas, Bisbee and Willcox. An AmeriCorps volunteer has been added to the staffing plan at significant budget savings. The AmeriCorps volunteer will coordinate the activities of the Youth Health Coalition and will assist with other teen pregnancy prevention activities. Attempts will be made to expand curriculum services and Youth Health Coalition activities into the Sierra Vista community. No more than two Teen Mazes will be held throughout the year (per state guidance). Parent education classes will be offered on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement program by the ADHS funded at \$145,131. The net county subsidy is calculated as follows:

ADHS Approved Salaries & ERE's: \$94,570

A-87 Overhead @ 48.83%: \$46,179

- Authorized Overhead @ 20%: \$18,914

Net County Subsidy: \$27,265

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX
Procurement Specialist:
Tracy Chisler

Contract No.: HG861229

Amendment No.: 4

Teen Pregnancy Prevention

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Page Twelve (12), Special Terms and Conditions, Provision Two (2), Contract Extension (4) Years, the Contract is hereby extended through December 31, 2012.

The following changes to Uniform and Special Terms and Conditions take effect on July 1, 2011.

2. Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract administration and operation. Item 3.3, Non – Discrimination language is hereby revised and replaced with:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

All other provisions of this agreement remain unchanged.

Cochise County Health Department

Contractor Name

1415 Melody Lane, Building A

Address

Bisbee

Arizona

85603

City

State

Zip

Authorized Signature

Print Name

Title

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

Signature

Date

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

State of Arizona

Signed this _____ day of _____ 2011

Print Name

Procurement Officer

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

Signature

Date

Ronald E. Johnson

Assistant Attorney General

Print Name

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

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Procurement Specialist: Tracy Chisler
	Contract No.: HG861229	Amendment No.: 4	

3. Uniform Terms and Conditions, Page Four (4), Provision Three (3), Contract administration and operation is hereby revised and adds the following:

- 3.11 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.14 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Uniform Terms and Conditions, Page Seven (7), Provision Seven (7), Warranties, Item 7.5, "Year 2000" is hereby deleted in its entirety.
5. Delete in its entirety, Special Terms and Conditions, Page Twelve (12), Provision Six (6), Offshore Performance of Work Prohibited, from the Contract.
6. Delete in its entirety, Special Terms and Conditions, Page Twelve (12), Provision Seven (7), HIPAA Requirements, and replace it with the following:

Health Insurance Portability and Accountability Act of 1996. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Procurement Specialist: Tracy Chisler
	Contract No.: HG861229	Amendment No.: 4	

purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

7. Delete in its entirety, Special Terms and Conditions, Page Thirteen (13), Provision Eight (8), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.
8. Add to Special Terms and Conditions Page Thirteen (13), Provision Eleven (11), Pandemic Contractual Performance, as follows:

11. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within 72 hours of the request.
9. **Effective January 1, 2012**, replace the revised Price Sheet, Page Six (6) of Amendment Three (3), with revised Price Sheet, Page Four (4) of this Amendment Four (4).
 - a. Personnel Expenses will increase by \$6,940.00 due to a 10% raise for staff. Staff have not received any increase in five years.
 - b. ERE expenses will increase by \$1,158.25 due to an increase in wages.
 - c. Professional and Outside Services will decrease by \$2,000.00 to accommodate the increase in personnel expenses.
 - d. Travel expenses will decrease by \$1,000.00, due to the Prevention Director no longer attending the quarterly meetings in Phoenix.
 - e. Other Operating Expenses will decrease by \$6,716.90 due to the fact that no computer equipment is needed, and to accommodate the increase in personnel expenses.

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Procurement Specialist: Tracy Chisler
	Contract No.: HG861229	Amendment No.: 4	

Revised Price Sheet

Cochise County Health Department Comprehensive Teen Pregnancy Prevention Program Effective January 1, 2012

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$ 71,800.00
ERE	\$ 22,770.00
Professional & Outside Services	\$ 12,000.00
Travel Expense	\$ 6,000.00
Occupancy Expense	\$ 0.00
Other Operating Expense	\$ 13,647.00
Capital Outlay Expense	\$ 0.00
Indirect (if authorized)	\$ 18,914.00
TOTAL	\$ 145,131.00

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.

Regular Board of Supervisors Meeting

Date: 12/06/2011

Executive Director

Submitted By: Anita Baca, Housing Authority

Department: Housing Authority

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME N/A
of PRESENTER:

TITLE N/A
of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Agenda Item Text:

Ratify the signature of the Executive Director on the Memorandum of Understanding between the Housing Authority of Cochise County and the City of Douglas Housing Authority to share the costs for staff training from Lindsey and Company.

Background:

Lindsey and Company are the fee accountants for the Housing Authority of Cochise County and the City of Douglas Housing Authority. In addition, both housing authorities use the software for all programs, including but not limited to Section 8, HOPWA, HUD-VASH, FSS, Weatherization, Emergency Home Repair, and Rehab.

Department's Next Steps (if approved):

If ratified, the department will proceed with the staff training in February 2011.

Impact of NOT Approving/Alternatives:

If it is not ratified, the department will be unable to provide the training for software used daily.

To BOS Staff: Document Disposition/Follow-Up:

No follow-up necessary

Attachments

HACC MOU

Memorandum of Understanding

(Customer Name) Douglas & Cochise Housing Authority (PHA) would like to schedule training for its employees. Lindsey Software will schedule you on the first available training date acceptable to you upon receipt of this MOU. The dates that have been requested are February 7th – 9th, 2012.

Training Cost: The PHA will be charged \$750.00 per day, per trainer, plus all related travel expenses for training held at the PHA Office. For any additional PHA, the additional cost is \$200.00 per day.

Cancellation Policy: Lindsey Software, Inc., will charge the PHA any airline cancellation fee and/or booking fees if the PHA cancels, postpones or delays training after the airline tickets have been purchased.

Training Day: A Lindsey Training Day consists of a 7-hour work day, with hours of 8:30 a.m.-4:30 p.m. (1 hour for lunch). If the training day exceeds 7 hours per day, Lindsey Software will bill the PHA at a rate of \$150.00 per hour in 15- minute increments for training that exceeds 7 hours per day.

Upon receipt of this MOU, a Lindsey representative will contact you with the available training slots and will work out a training date which is agreeable with you. I have read and understand all policies and conditions set forth above. For fastest consideration, please fax this MOU to 501.374.2727, attention Lindsey Training.



Executive Director Signature
City of Douglas PHA

11/28/11
Date



Executive Director Signature
Housing Authority of Cochise County

11/22/2011
Date

Regular Board of Supervisors Meeting

Date: 12/06/2011

Appointment to the Industrial Development Authority of Cochise County

Submitted By: Kim Lemons, 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 appointment of Gerald Curfman and Richard C. Dullum as directors for the Industrial Development Authority of Cochise County, pursuant to A.R.S. 35-705, effective immediately and terminating on October 28, 2017.

Background:

Both individuals have accepted the invitation to serve on the board in order to fill vacancies.

Department's Next Steps (if approved):

Send letter of appointment.

Impact of NOT Approving/Alternatives:

There will be a vacancy on this board.

To BOS Staff: Document Disposition/Follow-Up:

Send letter of appointment to Mr. Gerald Curfman, 2025 12th Street, Douglas, AZ 85607 and Mr. Richard C. Dullum, 300 N. Arizona St., Willcox, AZ 85643 with a copy to Mr. Kenneth Symmes, Secretary, Industrial Development Authority of Cochise County, 2116 Laurel Lane, Sierra Vista, AZ 85635

Attachments

Request for Appointment Letter

**The Industrial Development Authority
Of
The County Of Cochise**

October 21, 2011

Mr. Michael J. Ortega
County Administrator
1415 W. Melody Lane
Bisbee, AZ 85603

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2011 OCT 24 P 1:00

Dear Mr. Ortega:

The terms of the following directors of the Industrial Development Authority expire October 28, 2011:

Gerald Curfman
2025 12th St.
Douglas, AZ 85607

Richard C. Dullum
300 N. Arizona St.
Willcox, AZ 85643

Each has agreed to serve another term. The Authority respectfully requests their names be submitted at the appropriate time to the Board of Supervisors for reappointment for six (6) year terms ending October 28, 2017.

Sincerely,


Kenneth R. Symmes
Secretary/Treasurer

cc: Martin F. Ryan, LTD.
6262 N. Swan Rd., Suite 290
Tucson, AZ 85718-3648

Regular Board of Supervisors Meeting

Date: 12/06/2011

Elect Chairman of the Board of Supervisors

Submitted By: Katie Howard, 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:

Elect _____ as Chairman of the Board of Supervisors, effective January 1, 2012.

Background:

The current Chairman was elected by the Board to serve as Chairman, effective 6/1/2010, eighteen months ago. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACO and NACo of change in Chairmanship.

Impact of NOT Approving/Alternatives:

Current Chairman will remain in place until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Regular Board of Supervisors Meeting

Date: 12/06/2011

Elect Vice-Chairman of the Board of Supervisors

Submitted By: Katie Howard, 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:

Elect _____ as Vice-Chairman to the Board of Supervisors, effective January 1, 2012.

Background:

The current Vice-Chairman was elected by the Board to serve as Vice-Chair, effective 6/1/2010, eighteen months ago. The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

Impact of NOT Approving/Alternatives:

Current Vice-Chair will remain until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See Dept's next steps, above.

Regular Board of Supervisors Meeting**Elections & Special Districts****Date:** 12/06/2011**Resolution _____ defining the forty-nine (49) elections precincts for Cochise County.****Submitted By:** Juanita Simmons, Elections &
Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1
Submitted for Signature:**NAME**
of PRESENTER: Juanita Simmons**TITLE**
of PRESENTER: Director,
Elections/Special
Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate** ARS 16-411
or Basis for Support?:**Agenda Item Text:**

Adopt Resolution 11-52 establishing forty-nine (49) elections precincts for Cochise County and defining their boundaries.

Background:

WHEREAS, A.R.S. § 16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. § 16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit "A" to be the Official Election Precinct Map for Cochise County.

2. That the Election Precincts shall be those set forth in the attached legal descriptions hereto as Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1 1, 2012.

Department's Next Steps (if approved):

File submission to the Department of Justice for review and approval.

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with state redistricting requirements.

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director and the County Recorder of Board action; record Resolution and provide copy to Elections Department for inclusion in the DOJ submission.

Attachments

EL Establishing Election Precincts and Defining Their Boundaries 2011

RESOLUTION 11-_____

ESTABLISHING ELECTION PRECINCTS AND DEFINING THEIR BOUNDARIES

WHEREAS, A.R.S. § 16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. § 16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit "A" to be the Official Election Precinct Map for Cochise County.

2. That the Election Precincts shall be those set forth in the attached legal descriptions hereto as Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1 1, 2012.

APPROVED AND ADOPTED in Formal Session this _____ day of December, 2011.

Patrick G. Call, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard,
Clerk of the Board

Britt Hanson
Chief Civil Deputy County Attorney

EXHIBIT “A”

COCHISE COUNTY ELECTION PRECINCT MAP

EXHIBIT "B"

**LEGAL DESCRIPTION OF OFFICIAL COCHISE COUNTY
ELECTION PRECINCTS**

Regular Board of Supervisors Meeting**Date:** 12/06/2011**Resolution _____ defining the three (3) supervisorial districts for Cochise County****Submitted By:** Juanita Simmons, Elections &
Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS** 0
Submitted for Signature:**NAME** Juanita Simmons **TITLE** Director,
of PRESENTER: **of PRESENTER:** Elections/Special
Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate** ARS 11-212
or Basis for Support?:**Agenda Item Text:**

Adopt Resolution 11-53 defining the boundaries of the Cochise County Supervisorial Districts.

Background:

WHEREAS, in accordance with the provisions of A.R.S. § 11-212, the Cochise County Board of Supervisors is required to define the boundaries of the supervisorial Districts on or before December 1 following the release of the United States decennial census data; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for district boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Cochise County Board of Supervisors hereby approves and declares the map the map attached as Exhibit "A" to be the Official Supervisorial District Map for Cochise County.
2. That the Supervisorial District Precincts shall be those set forth hereto in Exhibit "B" and incorporated by reference herein; and that said precincts shall become effective March 1, 2011 to coincide with the effective date of the revised precincts and precinct boundaries.

Department's Next Steps (if approved):

File submission to the Department of Justice for review and approval.

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with state redistricting requirements.

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director & County Recorder of Board action; record Resolution and provide copy to Elections Department for inclusion in the DOJ submission.

Attachments

E Defining the Boundaries of the Supervisorial Districts 2011

RESOLUTION 11-_____

DEFINING THE BOUNDARIES OF THE SUPERVISORIAL DISTRICTS

WHEREAS, in accordance with the provisions of A.R.S. § 11-212, the Cochise County Board of Supervisors is required to define the boundaries of the supervisorial Districts on or before December 1 following the release of the United States decennial census data; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for district boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Cochise County Board of Supervisors hereby approves and declares the map the map attached as Exhibit "A" to be the Official Supervisorial District Map for Cochise County.
2. That the Supervisorial District Precincts shall be those set forth hereto in Exhibit "B" and incorporated by reference herein; and that said precincts shall become effective March 1, 2011 to coincide with the effective date of the revised precincts and precinct boundaries.

APPROVED AND ADOPTED in Formal Session this _____ day of December, 2011.

Patrick G. Call, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson
Chief Civil Deputy County Attorney

EXHIBIT “A”

COCHISE COUNTY SUPERVISORIAL DISTRICTS

EXHIBIT "B"

**COCHISE COUNTY SUPERVISORIAL DISTRICTS
BY ELECTION PRECINCTS**

District 1

District 2

District 3

Regular Board of Supervisors Meeting**Date:** 12/06/2011**Resolution ____ Defining the Cochise County Justice Precinct Boundaries****Submitted By:** Juanita Simmons, Elections &
Special Districts**Department:** Elections & Special Districts**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS** 1
Submitted for Signature:**NAME of PRESENTER:** Juanita Simmons **TITLE of PRESENTER:** Director,
Elections/Special Districts**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 22-101**Agenda Item Text:**

Adopt Resolution 11-54 defining the Cochise County Justice of the Peace Precinct boundaries.

Background:

WHEREAS, A.R.S. § 16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. § 16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election; and

WHEREAS, in accordance with A.R.S. § 22-101 the Board of Supervisors may change any of the justice precincts and having done so to allow justice precincts to follow revised election precinct boundaries; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached as Exhibit "A" to be the Official Justice of the Peace Precinct Map for Cochise County.
2. That the Justice of Peace precincts shall be those set forth in Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1, 2012.

Department's Next Steps (if approved):

File submission to the Department of Justice for review and approval.

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with state redistricting requirements.

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director and the County Recorder of Board action; record Resolution and provide copy to Elections Department for inclusion in the DOJ submission.

Attachments

EL Revising Judicial Precinct Boundaries 2011

RESOLUTION 11-_____

REVISING JUDICIAL PRECINCT BOUNDARIES

WHEREAS, A.R.S. § 16-411 states the Board of Supervisors of each county shall on or before December 1 of each year preceding the year of a general election, by an order, establish a convenient number of election precincts in the county and define the boundaries thereof; and

WHEREAS, A.R.S. § 16-412 states that for the purpose of conducting any election called pursuant to the laws of this state, precincts adopted under the provisions of A.R.S. § 16-411 shall become effective no later than March 1 of the year of the next general election; and

WHEREAS, in accordance with A.R.S. § 22-101 the Board of Supervisors may change any of the justice precincts and having done so to allow justice precincts to follow revised election precinct boundaries; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached as Exhibit "A" to be the Official Justice of the Peace Precinct Map for Cochise County.
2. That the Justice of Peace precincts shall be those set forth in Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1, 2012.

APPROVED AND ADOPTED in Formal Session this _____ day of December, 2011.

Patrick G. Call, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard,
Clerk of the Board

Britt Hanson
Chief Civil Deputy County Attorney

EXHIBIT “A”

JUSTICE OF THE PEACE PRECINCT MAP

EXHIBIT "B"

COCHISE COUNTY JUSTICE PRECINCTS BY ELECTION PRECINCTS

Precinct 1

Precinct 2

Precinct. 3

Precinct 4

Precinct 5

Precinct. 6

Regular Board of Supervisors Meeting

Elections & Special Districts

Date: 12/06/2011

Resolution _____ defining the Cochise County Community College Districts

Submitted By: Juanita Simmons, Elections &
Special Districts

Department: Elections & Special Districts

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

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

NAME of PRESENTER:	Juanita Simmons	TITLE of PRESENTER:	Director, Elections/Special Districts
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Docket Number (If applicable):

Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	ARS 15-1411 (A)
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Agenda Item Text:

Adopt Resolution 11-55 establishing precincts for the Cochise County Community College and defining their boundaries.

Background:

WHEREAS, pursuant to A.R.S. § 16-411 the Board of Supervisors has established election precincts and defined their boundaries; and

WHEREAS, A.R.S. § 15-1441(A) requires the Board of Supervisors to establish precincts for the Cochise County Community College District and to define their boundaries; and, further, the boundaries of the Community College Precincts must conform to any changes in precinct boundaries made pursuant to A.R.S. § 16-411; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit "A" to be the Official Cochise County Community College District Map for Cochise County.
2. That the Community College District Precincts shall be those set forth in Exhibit "B" and incorporated by reference herein; and this designation shall be effective March 1, 2011.

Department's Next Steps (if approved):

File submission to the Department of Justice for review and approval.

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with state redistricting requirements.

To BOS Staff: Document Disposition/Follow-Up:

Notify Elections Director and the County Recorder of Board action; record Resolution and provide copy to Elections Department for inclusion in the DOJ submission.

Attachments

EL Establishing Precincts for the College District and Defining Their Boundaries 2011

RESOLUTION 11-_____

**ESTABLISHING PRECINCTS FOR THE COCHISE COUNTY COMMUNITY
COLLEGE DISTRICT AND DEFINING THEIR BOUNDARIES**

WHEREAS, pursuant to A.R.S. § 16-411 the Board of Supervisors has established election precincts and defined their boundaries; and

WHEREAS, A.R.S. § 15-1441(A) requires the Board of Supervisors to establish precincts for the Cochise County Community College District and to define their boundaries; and, further, the boundaries of the Community College Precincts must conform to any changes in precinct boundaries made pursuant to A.R.S. § 16-411; and

WHEREAS, at a hearing on November 21, 2011, the Board of Supervisors considered alternate scenarios for precinct boundaries; the purpose of this Resolution is to document the scenario adopted by the Board of Supervisors at that hearing,

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Cochise County Board of Supervisors hereby approves and declares the map attached in Exhibit “A” to be the Official Cochise County Community College District Map for Cochise County.

2. That the Community College District Precincts shall be those set forth in Exhibit “B” and incorporated by reference herein; and this designation shall be effective March 1, 2011.

APPROVED AND ADOPTED in Formal Session this _____ day of December, 2011.

Patrick G. Call, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard,
Clerk of the Board

Britt Hanson
Chief Civil Deputy County Attorney

EXHIBIT “A”

COMMUNITY COLLEGE DISTRICT MAP

EXHIBIT "B"

COCHISE COUNTY COMMUNITY COLLEGE DISTRICTS BY ELECTION PRECINCTS

Precinct 1

Precinct 2

Precinct. 3

Precinct 4

Precinct 5

Regular Board of Supervisors Meeting

Date: 12/06/2011

Policy Revision - Construction Project Change Orders

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Agenda Item Text:

Adopt Resolution 11-56 authorizing revisions to Section 13.3 of the Cochise County Procurement Policy relative to Change Orders on construction contracts.

Background:

The procurement policy was originally adopted by the Board of Supervisors on December 5, 2006. Section 13.3 is specific to construction project change orders and was written with limited flexibility with regard to the change order authority of the Procurement Director and County Administrator on large dollar construction projects. For example, the way the current policy reads; once the cumulative amount of change orders exceeds \$10,000 ALL subsequent change orders through project completion require approval of the County Administrator.

The proposed policy revision will increase the change order authority of the Procurement Director and County Administrator to equal to or less than \$50,000 and greater than \$50,000, respectively providing more flexibility within the change order authorization process as well as streamline the administration process. The change order approval amounts will also be associated with the pre-approved contingency amount and ten percent of the original contract amount. The Board of Supervisors will still be required to approve any single change order exceeding \$30,000.

Department's Next Steps (if approved):

Upon approval of the resolution, update the procurement policy and notify the Facilities Management and Community Development departments of the policy change

Impact of NOT Approving/Alternatives:

Continue to follow the current policy for construction project change orders.

To BOS Staff: Document Disposition/Follow-Up:

Original resolution document signed by CAO will be hand carried to Katie Howard.

Attachments

Resolution

Policy Revision

RESOLUTION 11-_____

**A RESOLUTION AUTHORIZING REVISIONS TO SECTION THIRTEEN OF THE
COCHISE COUNTY PROCUREMENT POLICY**

WHEREAS, the Board of Supervisors adopted the procurement policy on December 5, 2006; and

WHEREAS, Section 13.3 of the current policy allows for limited authority with regard to the dollar amount thresholds for construction project change orders for the Procurement Director and County Administrator, and

WHEREAS, this policy revision will grant more authority to the Procurement Director and County Administrator by increasing the threshold dollar amount approval limits and associate the dollar amount approvals to the pre-approved contingency amount, and/or ten percent of the original contract amount, and

WHEREAS, approval of this policy revision will provide more flexibility within the change order authorization process as well as streamline the administration process for construction project change order approvals.

NOW THEREFORE, IT IS RESOLVED, that we, the members of the Board of Supervisors of Cochise County, do hereby authorize revisions to section thirteen of the Cochise County Procurement Policy.

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

Pat G. Call, Chairman
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard
Clerk of the Board

David C. Fifer
Deputy County Attorney

EXISTING

13.3 Construction Project Change Orders

13.3.1 All change orders within amounts appropriated in the current fiscal year budget for the subject of the bid award will be authorized and executed in the following manner. The change order will be initialed by the project manager/engineer with their recommendation and forwarded for approval or rejection.

13.3.2 Authority to approve change orders is as follows:

- \$5000 or less – Department Director
- \$5000 - 10,000 – Procurement Director
- greater than \$10,000 - County Administrator

13.3.3 The above authority for Department Director and Procurement Director applies to the cumulative amount of change orders on a project. For example, if the totals of five \$3000 change orders are incurred, the Procurement Director must approve the second and third change order and the County Administrator must approve the fourth change order, as the cumulative amount exceeds \$10,000, and all subsequent change orders within the approved contract. A change order tabulation sheet must be submitted showing all change orders incurred for a project along with each request for approval of a change order.

13.3.4 If any change order causes the total expenditures on a project to exceed the amount of the contract for that project approved by the Board of Supervisors, then the Board of Supervisors must approve that change order. The Board of Supervisors must approve any single change order exceeding \$30,000.

13.3.5. As authorized by the Procurement Director, changes to Job Orders under Job Order Contracts may be approved by the Department Head of the department administering the contract or his/her appointee. No such change order may result in the total value of the Job Order exceeding the maximum value for Job Orders established in the Job Order Contract.

13.3.6 Upon completion of a project, a final balancing change order identifying all contract changes will be prepared by the Construction Project Manager and submitted to the Procurement Director. This report shall indicate final quantities and amounts of all pay items and reference all prior amendments which have affected the contract. This final document will be forwarded to the Procurement Department and be maintained in the procurement file as a public record.

PROPOSED

13.3 Construction Project Change Orders

13.3.1 All change orders within the amounts appropriated in the current fiscal year budget for the subject of the bid award will be authorized and executed in the following manner. The change order will be initiated by the project manager/engineer with their recommendation and forwarded to the Procurement Director for approval or rejection.

13.3.2 Authority to approve change orders to a construction contract previously approved by the Board of Supervisors is as follows:

- Individual change orders that cumulatively are equal to or less than \$50,000 (and do not exceed 10% of the original contract amount or the amount of contingency monies approved for the project, whichever is less), must be approved by the Procurement Director with Department Director concurrence.
- Individual change orders that cumulatively are greater than \$50,000 (and do not exceed 10% of the original contract amount or the amount of contingency monies approved for the project, whichever is less), must be approved by the County Administrator.
- Any single change order exceeding \$30,000 must be approved by the Board of Supervisors.
- Any change order causing the total expenditures on a project to exceed the dollar amount budgeted for and approved by the Board of Supervisors through the budget process must be approved by the Board of Supervisors.

13.3.3 Upon completion of a project, a final report will be prepared by the Project Manager/Engineer identifying all change orders authorized for the project and the final contract price, and submitted to the Procurement Director.

Regular Board of Supervisors Meeting

Date: 12/06/2011

Acquisition Control/Agent Change Liquor License

Submitted By: Arlethe Rios, 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: Katie Howard

TITLE of PRESENTER: Clerk of the Board

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Agenda Item Text:

Approve an agent change/acquisition of control liquor license application for a series #10 (beer & wine) liquor license submitted by Mr. Alfonso D. Galindo for Palo Verde Stop-N-Go located at 3219 N. Washington Avenue, Douglas, 85607.

Background:

Mr. Alfonso D. Galindo has applied for a series #10 (beer & wine) for Palo Verde Stop-N-Go located at 3219 N. Washington Avenue, Douglas, 85607. The Sheriff's Office and the Planning and Zoning Department have recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division noted that the applicant, Alfonso Galindo is working with the Environmental Health Specialists in Douglas to ensure compliance with the Cochise County Sanitary Code, Arizona Food Code, Prop 201 and all necessary requirements prior to opening the facility. The Treasurer's Office noted that all property taxes for the location are current.

Mr. Alfonso Galindo has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Posting Notice of Application for 12 6 11 mtg

Department Reviews

Affidavit of Posting

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: NOVEMBER 10, 2011

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

COCHISE COUNTY BOARD OF SUPERVISORS

PLACE Mrs Melody Ln, Bisbee DATE/TIME December 6, 2011 @ 10:00 a.m.

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

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY:

STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Alfonso D. Galindo Address: 3219 N. Washington Avenue
Business Name: Palo Verde Stop-N-Go City/Zip: Douglas/85607
Liquor License #: 10023099 Parcel #: 410-07-142
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

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

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

Palo Verde Stop-N-Go is a permitted establishment with Cochise Health & Social Services, Environmental Health Division. This establishment meets all Sanitary Code, Arizona Food Code and Prop 201 requirements; therefore this division has no objections to issuing Liquor License #10023099 to the applicant Alfonso D. Galindo.

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

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

Name: Michael McGee Title: Director
Signature: *Michael McGee* Date: December 1, 2011
Contact phone: (520) 432-9444 or (520) 586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 12/02/2011

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Alfonso D. Galindo Address: 3219 N. Washington Avenue
Business Name: Palo Verde Stop-N-Go City/Zip: Douglas/85607
Liquor License #: 10023099 Parcel #: 410-07-141 9
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

☒ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

1st half 2011 taxes have been paid. The correct parcel number is: 410-07-141 9 assessed @ 20% the mailing address is correct - as per the Assessors records - physical address is: 3277 N Washington parcel # 410-07-142 2 is an adjacent empty lot

Name: P.J. Green Title: Tax Specialist
Signature: _____ Date: 12/01/11
Contact phone: _____ Email: _____

Return completed form with any attachments by: 12/2/2011

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: Alfonso D. Galindo Address: 3219 N. Washington Avenue
Business Name: Palo Verde Stop-N-Go City/Zip: Douglas/85607
Liquor License #: 10023099 Parcel #: 410-07-141/142
Ownership Type: Limited Liability Company Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

Comments: Proposed area not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

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

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐
Use permitted by P&Z? Y ☒ N ☐
Date Permit Issued: August 3, 2005
If use not permitted, is it LNC? Y ☐ N ☒

Zoning: GB
Permit#: 055015
Use Permitted: convenience store
Year LNC n/a
Established:

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

Return completed form with any attachments by: 12/2/11

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: 11/10/2011 Date of Posting Removal: 12/01/2011

Applicant Name: GALINDO ALFONSO D.
Last First Middle

Business Address: 3219 N. WASHINGTON AVE. DOUGLAS 85607
Street City Zip

License #: 10023099

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

BRETT L. SIPE BUILDING INSPECTOR (520) 432-9266
Print Name of City/County Official Title Telephone #

[Signature] 12-1-11
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027