

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING **Tuesday, June 26, 2012 at 10:00 AM**

Note Location Change for this meeting only:

**BOARD OF SUPERVISORS CONFERENCE ROOM, 2ND FLOOR
COCHISE COUNTY DOUGLAS REGIONAL SERVICE CENTER
1012 N. G AVENUE, DOUGLAS, ARIZONA 85607**

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.

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.

CONSENT

Board of Supervisors

1. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Wendell H. Gilbert for Pizzeria Mimosa located on 4755 E. Neapolitan Way in Hereford.
2. Adopt Resolution 12-23 to support the effort of the Arizona Commerce Authority to attract and locate an FAA National Test Range at the Tombstone Municipal Airport in Tombstone, Arizona, for unmanned aircraft systems (UAS) development.

3. Approve renewal of contract between the Board of Supervisors and County Administrator, effective July 1, 2012, in accordance with the terms as set forth in the attached exhibit.
4. Approve the Minutes of the regular meeting of the Board of Supervisors of June 12, 2012.

Community Development

5. Approve the comment letter to the Bureau of Land Management (BLM) regarding the preparation of an Environmental Impact Statement (EIS) and possible land use amendments for the Southline Transmission Project.

County Attorney

6. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement (Cycle 22) in the amount of \$141,845 between the City of Tucson and Cochise County for the period January 1, 2012 through December 31, 2013.
7. Adopt Resolution 12-19 dissolving the establishment of the Sunsites Community Park Maintenance District and thereby rescinding Resolution 11-51.
8. Approve the renewal of Crime Victim Assistance Grant No. VC-13-019, in the amount of \$14,400 between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 through June 30, 2013.

Court Administration

9. Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2012 through December 31, 2014.

Elections & Special Districts

10. Approve replacement of Exhibit B, Cochise County Community College Districts by Election Precincts for Board of Supervisor Resolution 11-55, and approve replacement of Exhibit B, Cochise County Supervisorial Districts by Election Precincts for Board of Supervisor Resolution 11-53.
11. Adopt Resolution 12-20 cancelling the election of certain Precinct Committeeman for the 2012 Primary Election and appointing all candidates that filed to run for Precinct Committeeman in which no election is required.

Finance

12. Approve demands and budget amendments for operating transfers.

Health

13. Adopt Resolution 12-21 to rescind Resolution 86-32 Vista Grande Septic Moratorium. effective immediately.
14. Approve the re-appointment of Dr. Gary Maluf to a fourth consecutive four-year term, August 1, 2012 - July 31, 2016 as the District No. 3 representative to the Cochise County Board of Health.

15. Approve the re-appointment of Linda Morin, RN to a third four-year term, August 1, 2012 - July 31, 2016 as the District No. 2 representative to the Cochise County Board of Health.

Information Technologies

16. Approve the Reciprocal and Non-Exclusive License Agreement, effective upon signature by the Board of Supervisors, to make certain facilities that are owned, leased, licensed, or controlled by each party available to the other party for the co-location of communications equipment and sharing of communications resources, in order to provide each party with radio coverage and microwave connectivity without charge to either party for their mutual benefit, in accordance with the terms set forth in the Agreement.

Procurement

17. Approve the renewal of Contract No. 10-53-SHF-03 for Food Service for Jail & Juvenile Facilities for the Sheriff and Juvenile Detention with Aramark Correctional Services in the estimated amount of \$465,000 from July 1, 2012 through June 30, 2013.
18. Approve award of contracts for Professional Services, Agreement No.12-26-BOS-03 A-D for transportation services for the Pima County Medical Examiner Contract to Espinosa Funeral Home in Bisbee and Douglas, Richardson's Funeral Home in Benson and Westlawn Mortuary in Willcox.

ACTION

Board of Supervisors

19. Approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 12-31-PUR-03 to _____ at a cost of _____ \$ per column inch for the period of July 1, 2012 through June 30, 2013.

Elections & Special Districts

20. Accept the elections results certified and submitted by the Cochise County Elections Department as the official canvass for the Special General Election held on June 12, 2012.

Facilities

21. Adopt Resolution 12-22 authorizing the Arizona Department of Transportation to execute a Joint Project Agreement hereby entered into between the State of Arizona and Cochise County for a pavement preservation project at the Bisbee-Douglas International Airport .

Health

22. Approve the new IGA# ADHS12-021252, Population Health Policy Initiative, between the Arizona Department of Health Services (ADHS) and Cochise Health and Social Services (CHSS) in the amount of \$49,184 annually, for the period April 1, 2012 through March 31, 2015.

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

Cochise County - 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"

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 06/26/2012

Permanent Extension of Premises for Pizzeria Mimosa

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

Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Wendell H. Gilbert for Pizzeria Mimosa located on 4755 E. Neapolitan Way in Hereford.

Background:

Mr. Wendell H. Gilbert has applied for a Permanent Extension of Premises/Patio liquor license for Pizzeria Mimosa located at 4755 E. Neapolitan Way in Hereford. The extension of premises/patio is permanent and will cover a new building on the premises not previously included. The Sheriff's Office and Planning and Zoning have recommended approval of the application. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

AttachmentsApplicationCompleted Department Review Forms

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____

CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☒ Permanent change of area of service – List specific purpose for change: Adding banquet building and enclosing outdoor area surrounding building

☐ Temporary change for date(s) of: ___/___/___ through ___/___/___ List specific purpose for change: _____

1. Licensee's Name: Gilbert Wendell Harrison
2. Mailing Address: P.O. Box 669 Hereford AZ 85615
3. Business Name: Pizzeria Mimosa, LLC Sierra Vista Cochise AZ 85615
4. Business Address: 4755 E. Neapolitan Way Sierra Vista Cochise AZ 85615
5. Business Phone: (520) 378-0022 Residence Phone: (520) 227-8727
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO Fax #: (520) 458-8825
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES If so, when does your Certificate expire? ___/___/___
8. What security precautions will be taken to prevent liquor violations in the extended area? Area will be fenced and attended.
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ☒ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

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

****After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

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

(Authorized Signature)

(Title)

(Agency)

I, Kim Chi McCoy, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

x Wendell Gilbert State of Arizona County of Cochise
(Signature of Owner or Agent) SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

My commission expires on: 10/18/15



OFFICIAL SEAL
KIMCHI MCCOY
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
My Comm. Expires October 18, 2015

5th June 2012
Day Month Year
(Signature of NOTARY PUBLIC)

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

Director Signature required for Disapprovals _____ Date: ___/___/___

4/16/2012

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

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Wendell H. Gilbert Address: 4755 E Neapolitan Way
Business Name: Pizzeria Mimosa City/Zip: Hereford/85615
Liquor License #: 06020017 Parcel #: 104-06-022
Ownership Type: LLC Liquor License ☒ Permanent ☐ Special Event Liquor License ☐
Partner(s): _____ Extension of Premises

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. The applicant, or any named partner(s), has had a felony conviction within five (5) years prior to the application or;
2. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: The applicant has no felony convictions and there have been no significant issues reported at the named location within the previous five (5) years

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

Approval



Disapproval



No Recommendation



Name: Ken Buckner

Title: Deputy Commander

Signature: _____

Date: 06-07-12

Contact phone: 520-432-9506

Email: kbuckner@cochise.az.gov

Return completed form with any attachments by: 6/21/12

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: Wendell H. Gilbert Address: 4755 E. Neapolitan Way
Business Name: Pizzeria Mimosa City/Zip: Hereford/85615
Liquor License #: 06020017 Parcel #: 104-06-022
Ownership Type: LLC Extension of
Partner(s): _____ Premises Liquor License ☒ Special Event Liquor License ☐

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 site 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: 12/30/10
If use not permitted, is it LNC? Y ☐ N ☒

Zoning: GB
Permit#: 105093
Use Permitted: Restaurant
Year LNC Established: n/a

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

Name: Dora V Flores Title: Permit and Customer Service Coordinator
Signature: Dora V Flores Date: June 11, 2012
Contact phone: 520-432-9240 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 6/14/12

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Resolution of support for Tombstone as UAS site

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

of PRESENTER:

TITLE n/a

of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 12-23 to support the effort of the Arizona Commerce Authority to attract and locate an FAA National Test Range at the Tombstone Municipal Airport in Tombstone, Arizona, for unmanned aircraft systems (UAS) development.

Background:

Under terms of the National Defense Authorization Act, signed into law Dec. 30, 2011, the Federal Aviation Administration must undertake a pilot study of how best to integrate unmanned aircraft systems (UAS) into the National Airspace System by establishing six test range sites across the country. Those sites must be selected by June 27, 2012 (180 days from passage). Due to weather conditions and other factors, the Tombstone location appears to be an optimal site for location of an FAA UAS test range. Such a designation is expected to draw substantial economic resources to the County, in the form of high-paying jobs and new development to accommodate the influx of workers.

Please recall that the BOS recently (6/5/12) provided similar support for an application from the City of Benson.

The Tombstone community has been working to respond to an RFI solicited by the Arizona Commerce Authority who will in turn respond to the RFI from FAA. This resolution from the BOS will be included in Tombstone's response to the RFI.

Staff recommends the BOS adopt Resolution 12-____.

Department's Next Steps (if approved):

Staff will send a copy of the signed resolution to the City of Tombstone for inclusion in their response to the RFI.

Impact of NOT Approving/Alternatives:

Cochise County will not show formal support for the City's proposal for Tombstone's airport to be considered as a UAS testing range.

To BOS Staff: Document Disposition/Follow-Up:

Staff will send a copy of the signed resolution to the City of Tombstone for inclusion in their response to the RFI.

Attachments

828_Resolution12-16_TombstoneUAS

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 06/26/2012

Approve renewal of County Administrator's contract

Submitted By: Katie Howard, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** n/a**TITLE** n/a**of PRESENTER:****of PRESENTER:****Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):**

Information**Agenda Item Text:**

Approve renewal of contract between the Board of Supervisors and County Administrator, effective July 1, 2012, in accordance with the terms as set forth in the attached exhibit.

Background:

To be completed

Department's Next Steps (if approved):

Chairman to sign contract.

Impact of NOT Approving/Alternatives:

Existing contract will expire July 1, 2012.

To BOS Staff: Document Disposition/Follow-Up:

n/a

AttachmentsPerformance Review - May 2012Addendum 1 to Contract

Regular Board of Supervisors Meeting**Meeting Date:** 06/26/2012

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?:**

Information**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of June 12, 2012.

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.

AttachmentsMinutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, JUNE 12, 2012**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 12, 2012 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Dave Fifer, Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

Chairman Searle called the meeting to order at 10:04 a.m.

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL – All three supervisors present

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of May 22, 2012
2. Approve renewal of contract between the Board of Supervisors and County Administrator, effective July 1, 2012, in accordance with the terms as set forth in the attached Exhibit.
3. Appoint Tommy O'Malley to the Accident Risk Review Board (ARRB), effective immediately, to replace the seat vacated by Richard Azart.

Community Development

4. Approve the renewal of Contract 09-03-HFP-02 for High and Low Volume Chips for the Community Development Highway and Floodplain Division to various Contractors in the estimated aggregate amount of \$600,000 for the period of July 1, 2012 through June 30, 2013.
5. Approve the renewal of Contract No. 09-04-HFP-02 for Base Material (Crushed Aggregate) for the Community Development Highway and Floodplain Division to various Contractors in the estimated aggregate amount of \$80,000 for the period of July 1, 2012 through June 30, 2013.
6. Approve the renewal of Contract No. 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the estimated amount of \$75,000 for the period of July 1, 2012 through June 30, 2013 for the Community Development Highway & Floodplain Division.
7. Approve the renewal of Contract No. 11-44-HFP-04 for Concrete and related items for the Community Development Highway and Floodplain Division to various Contractors in the estimated aggregate amount of \$100,000 for the period of July 1, 2012 through June 30, 2013.
8. Approve the renewal of Contract No. 11-48-HFP-04 for Hot and Cold Mix Road Material to Granite Construction Company in the estimated amount of \$315,000 for the period of July 1, 2012 through June 30, 2013 for the Community Development Highway and Floodplain Division.

County Attorney

9. Approve Third Amendment to Intergovernmental Agreement with the Arizona Counties Insurance Pool for renewal of insurance and insurance services relating to exposure for property, fidelity, employment, employer liability, workers' compensation, liability losses and other losses as may be permitted by law.

County Sheriff

10. Approve the Memorandum of Understanding between the Arizona Department of Homeland Security (ADHS), the Arizona Department of Public Safety (DPS), and the Cochise County Sheriff's Office (CCSO) to transfer two (2)

"Starchase" Pursuit Management Systems originally acquired by DPS via ADHS Operation Stonegarden equipment grant 555415-03, to CCSO at no cost to Cochise County.

11. Approve Amendment Five of Contract No. 020129DC, between the Arizona Department of Corrections and the Cochise County Sheriff's Office providing for County Detention Officers attending the Correctional Officer Training Academy (COTA) to receive on-line training in addition to class room training with no change in costs and no change in the term of the existing contract.

Finance

12. Approve demands and budget amendments for operating transfers.

Warrant No. 59237-59240, 59246-59453, 59483-59625, and 59631-59827 were issued in the amount of \$1,715,090.88.

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

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

Health

13. Approve the renewal of Contract No. 08-73-HEA-03 for Pharmacy Services for the Cochise County Health Department with Diamond Pharmacy Services in the estimated amount of \$90,000 for the period of July 1, 2012 through June 30, 2013.

14. Approve Amendment 3 to IGA HG060004 for the Tobacco Education and Prevention Program, between the Arizona Department of Health Services and the Cochise County Health and Social Services Department for the period of 07/01/2012 to 6/30/2013 in the amount of \$331,050.

Housing Authority

15. Adopt Resolution 12-17 authorizing the submission of a Community Development Block Grant State Special Project application for FY 2012.

Information Technologies

16. Approve the Reciprocal and Non-Exclusive License Agreement, effective upon signature by the Board of Supervisors, to make certain facilities that are owned, leased, licensed, or controlled by each party available to the other party for the co-location of communications equipment and sharing of communications resources, in order to provide each party with radio coverage and microwave connectivity without charge to either party for their mutual benefit, in accordance with the terms set forth in the Agreement.

Juvenile Probation

17. Approve \$4,024 matching funds as required to receive the Family Counseling Program funds \$16,097 allocated to Cochise County by the Arizona Supreme Court/Administrative Office of the Court's, Juvenile Justice Services Division for fiscal year 12/13.

Procurement

18. Approve a Disadvantaged Business Enterprise Program for Cochise County in Accordance with Regulations of the U.S. Department of Transportation.

Workforce Development

19. Approve Amendment #7 to Title IB Adult, Youth, and Dislocated Worker contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

20. Approve the following appointments to the Local Workforce Investment Board of Mr. Bill Wimer to fill an unexpired term (Ms. Karen King resigned); Mr. Mike Crockett, Mr. Andrew Bumbernick, Mr. Matt Bolinger, Mr. Sean Wenham, Mr. Ryan Rapiere, and Ms Diane Junion to fill open seats effective immediately and through 6/30/2014.

Mr. Ortega, County Administrator, requested items 2 and 16 be removed from the consent agenda and brought to the Board at a later date.

Vice-Chairman Call made a motion to approve items 1, 3-15 and 17-20 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

21. Approve over-the-counter sales of tax deed properties remaining unsold following the March 1, 2012 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees.

Supervisor English made a motion to approve over-the-counter sales of tax deed properties remaining unsold following the March 1, 2012 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees. Vice-Chairman Call seconded the motion.

Chairman Searle asked if there were any additional bids and there were none.

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

County Sheriff

22. Approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-12-2230 with a term of January 1, 2012 to December 31, 2013 providing a total of \$109,659 in salary, employee related expenses, overtime, vehicle expenses and equipment to assign one deputy sheriff to the Southeastern Arizona Major Investigative Team (SAMIT), a U.S. Drug Enforcement Administration drug enforcement task force.

Commander Marc Denney, Sheriff's Office presented this item. Commander Denney requested that the Board approve the HIDTA Grant through December 31, 2013 and explained that this was an annual renewal grant. He responded to questions regarding the use of the funds, adding that it is a full-time deputy position.

Vice-Chairman Call made a motion to approve City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement HT-12-2230 with a term of January 1, 2012 to December 31, 2013 providing a total of \$109,659 in salary, employee related expenses, overtime, vehicle expenses and equipment to assign one deputy sheriff to the Southeastern Arizona Major Investigative Team (SAMIT), a U.S. Drug Enforcement Administration drug enforcement task force. Supervisor English seconded the motion.

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

Elections & Special Districts

23. Adopt Resolution 12-18 naming the polling locations for the voting precincts for the Primary Election to be held on August 28, 2012 and the General Election to be held on November 6, 2012.

Ms. Juanita Simmons, Elections Director presented this item. Ms. Simmons explained that the Board approved the reduction of the number of precincts from 64 to 49, through the redistricting process and she is now requesting the approval of the 49 polling locations within those precincts. She reviewed the four changes in polling locations and the reasons for them and requested the Board's approval.

Supervisor English made a motion to adopt Resolution 12-18 naming the polling locations for the voting precincts for the Primary Election to be held on August 28, 2012 and the General Election to be held on November 6, 2012. Vice-Chairman Call seconded the motion.

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

Fleet

24. Approve the award of Invitation for Bids (IFB) No. 12-22-HFM-04 for Bulk Fuel (diesel & unleaded) to Union Distributing in the estimated amount of \$2,680,879 for the period of June 12, 2012 through June 11, 2013 for the Heavy & Light Fleet Management Departments.

Mr. Dave Seward, Procurement Director presented this item. Mr. Seward explained that this is the annual approval for bulk fuel, adding that the vendors this year were requested to install tech monitors to better enable the County to keep track of its fuel usage. He responded to a question from the Board regarding pricing.

Vice-Chairman Call made a motion to the award of Invitation for Bids (IFB) No. 12-22-HFM-04 for Bulk Fuel (diesel & unleaded) to Union Distributing in the estimated amount of \$2,680,879 for the period of June 12, 2012 through June 11, 2013 for the Heavy & Light Fleet Management Departments. Supervisor English seconded the motion.

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

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

Mr. Ortega reported that he would be attending an Equal Employment Opportunity Commission (EEOC) hearing in Phoenix tomorrow and an Arizona Counties Insurance Pool (ACIP) Board meeting. On Thursday there will be a Budget Work Session that will provide an opportunity for the Clerk of the Court to present her budget requests to the Board. Mr. Ortega said he will also do a follow up and answer questions the Board presented earlier and ask the Board for a general direction on the budget as a whole. Finally he will also attend the County Supervisors Association (CSA) County Managers session on Friday regarding the legislative platform for next year.

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public.

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

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1

Vice-Chairman Call reported that he will be attending a Forest Service event at noon on Thursday.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2

Supervisor English deferred her report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3

Chairman Searle deferred his report.

Chairman Searle adjourned the meeting at 10:24 a.m.

Richard Searle, Chairman

ATTEST:

Katie Howard, Clerk of the Board

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

Cochise Co. Demands 6.12.12

59000	05/17/2012	Carondelet Specialist Group, Inc.	\$13.02	59077	05/17/2012	CDW Government	\$3,452.90
59001	05/17/2012	Sierra Vista Regional Health Center	\$3,048.31	59078	05/17/2012	CEMEX Construction Materials South, LLC	\$6,949.35
59003	05/16/2012	Arizona Department of Revenue	\$50.00	59079	05/17/2012	CEMEX Construction Materials South, LLC	\$500.70
59004	05/16/2012	Bursey & Associates, P.C.	\$253.25	59080	05/17/2012	Center for Disease Detection, LLC	\$687.00
59005	05/16/2012	Citibank (South Dakota), N.A.	\$62.49	59081	05/17/2012	Center Point Large Print	\$164.76
59006	05/16/2012	CitiFinancial-Chandler	\$48.94	59082	05/17/2012	CenturyLink	\$482.26
59007	05/16/2012	Colonial Supplemental Insurance	\$29.50	59083	05/17/2012	CenturyLink	\$92.64
59008	05/16/2012	Correction Officers	\$250.53	59084	05/17/2012	CenturyLink	\$765.46
59009	05/16/2012	DCS	\$352.27	59085	05/17/2012	CenturyLink	\$419.81
59010	05/16/2012	DeConcini McDonald Yetwin	\$320.59	59086	05/17/2012	CenturyLink	\$272.28
59011	05/16/2012	Discover Bank	\$229.96	59087	05/17/2012	Chiricahua Community Health Centers, Inc.	\$375.14
59012	05/16/2012	GMAC, c/o Jennifer A. Christie	\$72.47	59088	05/17/2012	Cochise Enterprises, LLC	\$4,648.00
59013	05/16/2012	JP Morgan Chase	\$39,873.51	59089	05/17/2012	Copper Queen Community Hospital	\$1,759.31
59014	05/16/2012	JP Morgan Chase	\$314,834.82	59090	05/17/2012	Copper State Communications, Inc.	\$2,826.57
59015	05/16/2012	JP Morgan Chase	\$956,687.47	59091	05/17/2012	Dell Marketing L.P.,	\$3,382.42
59016	05/16/2012	NACO West	\$24,821.98	59092	05/17/2012	Diamond Drugs Inc.	\$6,179.15
59017	05/16/2012	National Bank	\$5,643.37	59093	05/17/2012	Dirks, Richard	\$15.68
59018	05/16/2012	NYS Child Support Processing Center	\$579.75	59094	05/17/2012	Dr. Wilma Mrosek-Moses	\$120.00
59019	05/16/2012	NYS Child Support Processing Center	\$48.00	59095	05/17/2012	Durham Communication	\$49,788.96
59020	05/16/2012	NYS Child Support Processing Center	\$17.00	59096	05/17/2012	Durham Communication	\$507.50
59021	05/16/2012	Opal Financial, LLC	\$211.97	59097	05/17/2012	Durham Communication	\$285.00
59022	05/16/2012	Public Safety Retirement Syst	\$198.83	59098	05/17/2012	Elkins, Martha R	\$260.00
59023	05/16/2012	Public Safety Retirement Syst	\$758.56	59099	05/17/2012	Federal Express Corporation	\$26.33
59024	05/16/2012	Seidberg Law Offices, P.C.	\$319.50	59100	05/17/2012	Federal Express Corporation	\$13.57
59025	05/16/2012	Support Payment Clearinghouse	\$6,639.88	59101	05/17/2012	Frank Tadeo's Chevron Service	\$12.50
59026	05/16/2012	TIAA-CREF as agent for JPMorgan Chase	\$2,265.00	59102	05/17/2012	Gale Group	\$24.79
59027	05/16/2012	U.S. Department of Education	\$159.91	59103	05/17/2012	Galvez, Juan	\$150.00
59028	05/16/2012	United States Treasury	\$100.00	59104	05/17/2012	Glenda Bonin, Storyteller	\$300.00
59029	05/16/2012	United Way	\$95.00	59105	05/17/2012	Granite Construction Company	\$5,429.27
59030	05/16/2012	Arizona Justice of the Peace Association	\$100.00	59106	05/17/2012	Granite Construction Company	\$1,976.09
59031	05/16/2012	Arizona Water Company	\$5,758.93	59107	05/17/2012	Graves, Brigitte	\$150.00
59032	05/16/2012	Arizona Water Company	\$692.62	59108	05/17/2012	Guzman, Robert	\$139.48
59033	05/16/2012	CenturyLink	\$64.47	59109	05/17/2012	Hobart Service ITW Food Equip Group, LLC	\$1,235.00
59034	05/16/2012	CenturyLink	\$92.67	59110	05/17/2012	Holman, Kimberly	\$300.00
59035	05/16/2012	Cochise Private Industry Council	\$51,231.00	59111	05/17/2012	Insight Public Sector	\$1,573.81
59036	05/16/2012	Dorado Personnel, Sierra Vista Personnel	\$5,096.25	59112	05/17/2012	Jensen's Sierra Vista Mortuary	\$500.00
59037	05/16/2012	Southwest Gas Corporation	\$8,904.87	59113	05/17/2012	KDAP 96.5 FM	\$159.86
59038	05/16/2012	Sparkletts	\$121.50	59114	05/17/2012	Klump Materials, LLC	\$107,312.91
59039	05/16/2012	Sulphur Springs Valley Electric Coop, Inc.	\$3,735.58	59115	05/17/2012	Kuttner, Barbara L	\$12.32
59040	05/16/2012	Sulphur Springs Valley Electric Coop, Inc.	\$160.35	59116	05/17/2012	Laboratory Corporation of America	\$1,170.00
59041	05/16/2012	Valley Telephone Cooperative, Inc.	\$284.05	59117	05/17/2012	Language Line Services, Inc.	\$51.75
59042	05/16/2012	Verizon Wireless	\$716.22	59118	05/17/2012	Leon, Sue	\$100.00
59043	05/16/2012	Verizon Wireless	\$608.80	59119	05/17/2012	LexisNexis Matthew Bender	\$183.02
59044	05/16/2012	WW Services	\$50.00	59120	05/17/2012	Lopez Towing	\$179.00
59045	05/17/2012	Advance Education	\$725.00	59121	05/17/2012	Med-Trans Corp.	\$7,709.83
59046	05/17/2012	Alex Espinosa's Douglas Funeral Home	\$350.00	59122	05/17/2012	Melinda Haun, R.N. CHPN	\$250.00
59047	05/17/2012	Alternative Counseling Service, Inc	\$1,295.00	59123	05/17/2012	Merle's Automotive Supply, Inc.	\$1,949.59
59048	05/17/2012	AmeriPride Linen and Apparel Service	\$512.03	59124	05/17/2012	Morris, Patricia	\$150.00
59049	05/17/2012	Arizona Counties Insurance Pool	\$9,290.14	59125	05/17/2012	OCLC Online Computer Library Center, Inc.	\$293.95
59050	05/17/2012	Arizona Department of Corrections - Douglas	\$34.00	59126	05/17/2012	Office Max	\$58.07
59051	05/17/2012	Arizona Department of Corrections - Douglas	\$561.75	59127	05/17/2012	Office of Vital Records	\$4,901.00
59052	05/17/2012	Arizona Department of Corrections - Douglas	\$99.00	59128	05/17/2012	Office Smart	\$1,364.97
59053	05/17/2012	Arizona Department of Corrections - Douglas	\$29.75	59129	05/17/2012	Phoenix Welding Supply Co.	\$2,177.94
59054	05/17/2012	Arizona Department of Corrections - Douglas	\$721.50	59130	05/17/2012	Print & Stitch LLC	\$594.58
59055	05/17/2012	Arizona Department of Public Safety	\$23.02	59131	05/17/2012	Pro Petroleum, Inc.	\$18,759.33
59056	05/17/2012	Arizona Department of Revenue	\$250.00	59132	05/17/2012	Purcell's Western State Tire Company	\$13,389.62
59057	05/17/2012	Arizona Family Care Associates (AFCA)	\$164.00	59133	05/17/2012	Pursell, Barbara Joan	\$250.00
59058	05/17/2012	Arizona Inpatient Medicine Associates	\$157.92	59134	05/17/2012	Radiologists of Sierra Vista	\$59.68
59059	05/17/2012	Arizona Range News	\$31.16	59135	05/17/2012	Ray, Linda	\$395.00
59060	05/17/2012	Arizona Range News	\$8.37	59136	05/17/2012	Recorded Books, LLC	\$2,477.52
59061	05/17/2012	Arizona Range News	\$276.84	59137	05/17/2012	Reed, Cynthia - Court Reporter	\$1,000.00
59062	05/17/2012	Arizona State Hospital	\$4,026.00	59138	05/17/2012	Reed, Cynthia - Court Reporter	\$750.00
59063	05/17/2012	Arizona State Treasurer	\$184,563.00	59139	05/17/2012	Richardson's Mortuary	\$500.00
59064	05/17/2012	Arizona Supreme Court	\$18.00	59140	05/17/2012	Richardson's Mortuary	\$500.00
59065	05/17/2012	Arizona Supreme Court	\$54.00	59141	05/17/2012	Ross, Ramiro	\$35.34
59066	05/17/2012	Arizona Supreme Court	\$47.25	59142	05/17/2012	RWC International, LTD	\$7,158.35
59067	05/17/2012	Baker & Taylor, Inc.	\$329.70	59143	05/17/2012	Safeway Stores Inc	\$59.58
59068	05/17/2012	Bank of America	\$141,762.41	59144	05/17/2012	Schweighart, Bonita A.	\$100.00
59069	05/17/2012	Benson Police Department	\$1,694.70	59145	05/17/2012	Shipley, Joseph Scott	\$2,250.00
59070	05/17/2012	Big Dave's Towing & Roadside	\$170.00	59146	05/17/2012	Sierra Vista Herald/Bisbee Daily Review	\$514.79
59071	05/17/2012	Bisbee Observer	\$86.12	59147	05/17/2012	Sierra Vista, City of	\$21,289.41
59072	05/17/2012	Bug-Wiser Exterminating, Inc.	\$180.00	59148	05/17/2012	Simmons, Sylvia	\$285.00
59073	05/17/2012	Campstone Transfer, Inc.	\$3,454.00	59149	05/17/2012	Sound Off Signal	\$2,906.53
59074	05/17/2012	Canyon State Wireless Inc.	\$52,876.04	59150	05/17/2012	Southwest Polygraph Services, Inc.	\$600.00
59075	05/17/2012	Carondelet Specialist Group, Inc.	\$125.32	59151	05/17/2012	Sparkletts	\$153.50
59076	05/17/2012	Cass, Homer L.	\$71.50	59152	05/17/2012	Sparkletts	\$37.00

59153	05/17/2012	Sparkletts	\$13.50	59230	05/17/2012	Cohorn, Katherine A.	\$115.00
59154	05/17/2012	Sparkletts	\$22.50	59231	05/17/2012	Martin, Norm J.	\$115.00
59155	05/17/2012	Stericycle Inc.	\$300.10	59232	05/17/2012	Naugle Sr, James R	\$115.00
59156	05/17/2012	Susini, Laurence, MD PC	\$36.02	59233	05/17/2012	Rocco, Tracey	\$52.92
59157	05/17/2012	Technical Resource Management, Inc.	\$878.60	59234	05/17/2012	Rosadilla, Victor	\$40.20
59158	05/17/2012	Technical Resource Management, Inc.	\$1,096.00	59235	05/17/2012	Stroud, William N. Jr.	\$115.00
59159	05/17/2012	Technical Resource Management, Inc.	\$217.60	59236	05/17/2012	Tedla, Frances	\$115.00
59160	05/17/2012	Thompson West - West Payment Center	\$214.93	59237	05/24/2012	Benson Hospital Corporation	\$183.32
59161	05/17/2012	Time Clock Sales & Service Co.	\$86.88	59238	05/24/2012	Dialysis Center Inc. dba Desert Dialysis Center	\$41.80
59162	05/17/2012	Tres Rios Consulting Engineers	\$2,200.00	59239	05/24/2012	Medical Diagnostic Imaging Grp	\$52.72
59163	05/17/2012	United Pathology Inc.	\$316.48	59240	05/24/2012	United Seating and Mobility	\$3,448.69
59164	05/17/2012	University of Arizona	\$28,563.50	59241	05/21/2012	AOC Corrections Officer Retire	\$17,361.01
59165	05/17/2012	University Physicians Hospital at Kino	\$6,834.11	59242	05/21/2012	Correction Officers	\$12,512.72
59166	05/17/2012	University Physicians, Inc.	\$1,025.70	59243	05/21/2012	Public Safety Retirement Syst	\$68,508.96
59167	05/17/2012	Valdez, Victor	\$175.00	59244	05/21/2012	Public Safety Retirement Syst	\$16,975.77
59168	05/17/2012	Valley Telephone Cooperative, Inc.	\$192.63	59245	05/23/2012	JP Morgan Chase	\$211,011.14
59169	05/17/2012	Valley Telephone Cooperative, Inc.	\$194.47	59246	05/23/2012	Arizona Water Company	\$4,356.20
59170	05/17/2012	Verizon Wireless	\$47.44	59247	05/23/2012	Benson, City of	\$35.40
59171	05/17/2012	Verizon Wireless	\$120.00	59248	05/23/2012	CenturyLink	\$73.86
59172	05/17/2012	Verizon Wireless	\$251.85	59249	05/23/2012	CenturyLink	\$60.10
59173	05/17/2012	Verizon Wireless	\$1,071.57	59250	05/23/2012	Dorado Personnel, Sierra Vista Personnel	\$5,022.00
59174	05/17/2012	Verizon Wireless	\$267.21	59251	05/23/2012	Dorado Personnel, Sierra Vista Personnel	\$4,552.88
59175	05/17/2012	Verizon Wireless	\$107.37	59252	05/23/2012	Douglas, City of	\$73.49
59176	05/17/2012	Verizon Wireless	\$3,356.09	59253	05/23/2012	Sulphur Springs Valley Electric Coop, Inc.	\$91.57
59177	05/17/2012	Verizon Wireless	\$56.78	59254	05/23/2012	Sulphur Springs Valley Electric Coop, Inc.	\$1,376.32
59178	05/17/2012	Wallace, Kenneth W.	\$596.25	59255	05/23/2012	Sulphur Springs Valley Electric Coop, Inc.	\$11,302.07
59179	05/17/2012	Waxie Sanitary Supply	\$257.05	59256	05/23/2012	Valley Telephone Cooperative, Inc.	\$105.99
59180	05/17/2012	Waxie Sanitary Supply	\$47.26	59257	05/23/2012	Valley Telephone Cooperative, Inc.	\$49.82
59181	05/17/2012	West Press	\$200.74	59258	05/23/2012	Willcox, City of	\$180.25
59182	05/17/2012	Westlawn Chapel & Mortuary	\$500.00	59259	05/23/2012	US Postmaster	\$6,000.00
59183	05/17/2012	Westlawn Chapel & Mortuary	\$150.00	59260	05/24/2012	Ambrose, John J.	\$65.56
59184	05/17/2012	White, Michael	\$82.88	59261	05/24/2012	Apache Elementry School	\$7,000.00
59185	05/17/2012	Wick Communications	\$211.50	59262	05/24/2012	Apache Elementry School	\$26,561.04
59186	05/17/2012	Wiggins-Rising, Tyler M.	\$204.00	59263	05/24/2012	Arizona Department of Corrections - Douglas	\$1,086.75
59187	05/17/2012	Wolken, Daniel	\$150.00	59264	05/24/2012	Arizona Department of Corrections - Douglas	\$1,078.75
59188	05/17/2012	Admin Office of the Court	\$9.00	59265	05/24/2012	Arizona Department of Corrections - Douglas	\$366.50
59189	05/17/2012	Bank of America Arizona	\$1,000.00	59266	05/24/2012	Arizona Department of Corrections - Douglas	\$34.00
59190	05/17/2012	Bonham, Marsha	\$3,272.41	59267	05/24/2012	Arizona Department of Corrections - Douglas	\$34.00
59191	05/17/2012	Call, Pat	\$1,689.19	59268	05/24/2012	Arizona Department of Corrections - Douglas	\$29.75
59192	05/17/2012	Cochise County Finance Revolving Fund	\$54.00	59269	05/24/2012	Arizona Department of Corrections - Douglas	\$67.00
59193	05/17/2012	Cochise County Finance Revolving Fund	\$11.00	59270	05/24/2012	Arizona Department of Corrections - Douglas	\$716.00
59194	05/17/2012	Cochise County Sheriff / Contingency	\$402.00	59271	05/24/2012	Arizona Department of Corrections - Douglas	\$553.50
59195	05/17/2012	Cooper, Renee	\$24.28	59272	05/24/2012	Arizona Department of Education 2	\$395.00
59196	05/17/2012	Estella Hodgson & Marcus Stokes	\$84.03	59273	05/24/2012	Arizona Department of Public Safety	\$8,814.31
59197	05/17/2012	Gilligan, Judith	\$225.44	59274	05/24/2012	Arizona Historical Society	\$50.00
59198	05/17/2012	Linden, Josef	\$83.00	59275	05/24/2012	Arizona Public Service (APS)	\$178.64
59199	05/17/2012	McGrath, Jodi Beth	\$102.59	59276	05/24/2012	Arizona Range News	\$13.95
59200	05/17/2012	US Postal Service	\$10,000.00	59277	05/24/2012	Arizona State Land Department	\$219.39
59201	05/17/2012	Anderson, Elizabeth	\$41.00	59278	05/24/2012	Arizona State Prison Complex - Fort Grant	\$205.00
59202	05/17/2012	Aronoff, Valerie	\$53.55	59279	05/24/2012	Arizona State Prison Complex - Fort Grant	\$84.25
59203	05/17/2012	Bemis, Ronald	\$48.72	59280	05/24/2012	Armstrong Consultants, Inc.	\$67,300.30
59204	05/17/2012	Berry, Trudy	\$24.00	59281	05/24/2012	Arzate, Richard	\$21.36
59205	05/17/2012	Berry, Trudy	\$65.00	59282	05/24/2012	Baird, Leslie A, CR	\$39.20
59206	05/17/2012	Brauchla, Gary	\$79.41	59283	05/24/2012	Baird, Leslie A, CR	\$176.40
59207	05/17/2012	Cervantes, Tim	\$14.34	59284	05/24/2012	Baird, Leslie A, CR	\$49.60
59208	05/17/2012	Cooper, Renee	\$222.88	59285	05/24/2012	Baird, Leslie A, CR	\$376.50
59209	05/17/2012	Cooper, Renee	\$195.84	59286	05/24/2012	Baird, Leslie A, CR	\$75.60
59210	05/17/2012	Duarte, Jesus	\$51.00	59287	05/24/2012	Baird, Leslie A, CR	\$240.80
59211	05/17/2012	Edie, Patricia	\$54.99	59288	05/24/2012	Baker & Taylor, Inc.	\$1,334.44
59212	05/17/2012	Evans, Michael B	\$85.00	59289	05/24/2012	Beal Investigations	\$1,327.20
59213	05/17/2012	Evans, Michael B	\$68.00	59290	05/24/2012	Becker, Judith V. PH.D.	\$450.00
59214	05/17/2012	Evans, Michael B	\$51.00	59291	05/24/2012	Birchall, Margaret	\$25.00
59215	05/17/2012	Fifer, David C.	\$266.44	59292	05/24/2012	Bisbee Observer	\$19.11
59216	05/17/2012	Gilligan, Judith	\$90.44	59293	05/24/2012	Bisbee Observer	\$66.00
59217	05/17/2012	Gilligan, Judith	\$51.00	59294	05/24/2012	Cable One	\$99.95
59218	05/17/2012	Gomez, Mary	\$17.00	59295	05/24/2012	Capital Mitigation & Investigation Services, LLC	\$2,764.25
59219	05/17/2012	Hagle, Suzanne	\$51.00	59296	05/24/2012	Cardinal Health Inc.	\$1,197.96
59220	05/17/2012	Honorable David Morales	\$428.56	59297	05/24/2012	Center Point Large Print	\$64.11
59221	05/17/2012	Jones, Steven	\$11.76	59298	05/24/2012	CenturyLink	\$4,957.36
59222	05/17/2012	Levins, Eddie	\$144.64	59299	05/24/2012	CenturyLink	\$531.61
59223	05/17/2012	Lynch, Jim	\$24.53	59300	05/24/2012	CenturyLink	\$7,451.77
59224	05/17/2012	Martzke, James	\$59.70	59301	05/24/2012	Chiricahua Community Health Centers, Inc.	\$4,200.00
59225	05/17/2012	Miller, Carmen	\$59.70	59302	05/24/2012	Cochise County Assoc for the Handicapped	\$1,406.40
59226	05/17/2012	Schneider, Carol	\$120.08	59303	05/24/2012	Cochise Elementary School District #26	\$7,000.00
59227	05/17/2012	Tiznado, Dianna	\$355.32	59304	05/24/2012	Cochise Enterprises, LLC	\$4,648.00
59228	05/17/2012	Wales, Shawn	\$51.52	59305	05/24/2012	Cochise Private Industry Council	\$27,501.00
59229	05/17/2012	Bethel, Jonnie Belle	\$165.00	59306	05/24/2012	Copper Queen Community Hospital	\$1,312.94

59307	05/24/2012	Copper Queen Medical Associates	\$158.00	59384	05/24/2012	Twin-Tel Inc.	\$1,431.82
59308	05/24/2012	Craig Williams Attorney at Law, PLLC	\$375.00	59385	05/24/2012	UniFirst Corporation	\$1,115.30
59309	05/24/2012	CRM of America LLC	\$11,565.68	59386	05/24/2012	Union Distributing Company of Tucson	\$7,762.90
59310	05/24/2012	Deirdre A. Gorman, PC	\$4,084.60	59387	05/24/2012	Union Distributing Company of Tucson	\$1,764.04
59311	05/24/2012	Dirks, Richard	\$52.08	59388	05/24/2012	United Fire Equipment Co	\$1,782.87
59312	05/24/2012	Double Adobe Elementary School	\$7,000.00	59389	05/24/2012	University Physicians, Inc.	\$500.00
59313	05/24/2012	Douglas Police Department	\$3,086.35	59390	05/24/2012	University Physicians, Inc.	\$500.00
59314	05/24/2012	Eastern Arizona Courier	\$41.00	59391	05/24/2012	University Physicians, Inc.	\$125.00
59315	05/24/2012	Edward Charles Henry Lewis, Esq.	\$2,382.09	59392	05/24/2012	University Physicians, Inc.	\$1,000.00
59316	05/24/2012	Emily Lorna Danies, Esq.	\$2,495.00	59393	05/24/2012	University Physicians, Inc.	\$500.00
59317	05/24/2012	Empire Southwest LLC	\$8,221.44	59394	05/24/2012	University Physicians, Inc.	\$500.00
59318	05/24/2012	Empire Southwest LLC	\$4,337.05	59395	05/24/2012	University Physicians, Inc.	\$250.00
59319	05/24/2012	FasPsych, LLC	\$1,267.50	59396	05/24/2012	University Physicians, Inc.	\$500.00
59320	05/24/2012	Fester & Chapman P.C.	\$10,223.00	59397	05/24/2012	Valley Telephone Cooperative, Inc.	\$2,010.84
59321	05/24/2012	Gale Group	\$45.88	59398	05/24/2012	Vulcan Incorporated	\$1,425.00
59322	05/24/2012	Gardner Asphalt Corporation	\$112.74	59399	05/24/2012	West & Zickerman, PLLC	\$4,499.42
59323	05/24/2012	Goodmans, Inc.	\$1,105.24	59400	05/24/2012	West Press	\$872.25
59324	05/24/2012	Granite Construction Company	\$2,965.47	59401	05/24/2012	Western Emulsion, Inc	\$26,194.10
59325	05/24/2012	Hamilton, Linda T.	\$1,515.00	59402	05/24/2012	WR Ryan Company	\$2,101.19
59326	05/24/2012	Heinzl, Joe Lawrence Esq.	\$594.44	59403	05/24/2012	Cochise County Finance Revolving Fund	\$40.00
59327	05/24/2012	Hodges Glass Co Inc	\$1,221.60	59404	05/24/2012	Cochise County Finance Revolving Fund	\$32.50
59328	05/24/2012	Hopper Jr., Albert N	\$2,210.00	59405	05/24/2012	Cochise County Sheriff / Contingency	\$394.16
59329	05/24/2012	JB Investigations, LLC	\$904.08	59406	05/24/2012	Evelina, Jennifer	\$500.00
59330	05/24/2012	JE Fuller/Hydrology & Geomorphology, Inc.	\$30,514.80	59407	05/24/2012	Gomez, Mary	\$14.05
59331	05/24/2012	Joseph Daniel & Meyer, Inc.	\$599.70	59408	05/24/2012	Hunter, Jackie Lynn	\$22.40
59332	05/24/2012	Keefe Supply Company	\$4,492.52	59409	05/24/2012	Myers, Lennis Jean	\$4.20
59333	05/24/2012	Kennedy Partners, LLC	\$2,586.00	59410	05/24/2012	National Asso Crime Victim Compens Board (NACVCB)	\$75.00
59334	05/24/2012	Kuttner, Barbara L	\$24.64	59411	05/24/2012	Reed, Cynthia - Court Reporter	\$750.00
59335	05/24/2012	Law Office of Daniel DeRienzo PLLC	\$3,546.80	59412	05/24/2012	Schlesinger, Aaron	\$14.00
59336	05/24/2012	Lee Harbers, Consultant	\$15,050.00	59413	05/24/2012	Schlesinger, Aaron	\$14.00
59337	05/24/2012	Lee Harbers, Consultant	\$7,340.00	59414	05/24/2012	US Postal Service	\$10,000.00
59338	05/24/2012	Levitt, Harriette P.	\$605.56	59415	05/24/2012	US Postmaster - Arizona Jet-Mail	\$3,082.30
59339	05/24/2012	Loftin Equipment Company	\$3,385.55	59416	05/24/2012	Villmer Court Reporting	\$500.00
59340	05/24/2012	Los Campas, LLC	\$150.00	59417	05/24/2012	Valenzuela, Esther	\$51.00
59341	05/24/2012	Lowell A. Jensen, PLC	\$1,430.00	59418	05/24/2012	Acuna, Gloria	\$336.28
59342	05/24/2012	Lucero, Isadore	\$380.00	59419	05/24/2012	Aparicio, Letty	\$51.00
59343	05/24/2012	Manring, D Gene	\$17.92	59420	05/24/2012	Caraballo, Denise	\$84.00
59344	05/24/2012	McNeal Elementary School District #55	\$7,000.00	59421	05/24/2012	Coerper, Kelley	\$8.96
59345	05/24/2012	Melher Transport	\$86.18	59422	05/24/2012	De La Cruz, Noriko	\$75.02
59346	05/24/2012	Merle's Automotive Supply, Inc.	\$5,434.90	59423	05/24/2012	Denton, Jody	\$19.60
59347	05/24/2012	Merle's Automotive Supply, Inc.	\$443.44	59424	05/24/2012	Diaz, Carlos	\$145.00
59348	05/24/2012	Miller, Joseph	\$466.75	59425	05/24/2012	Eskue, Beverly J	\$58.00
59349	05/24/2012	Nyander, Penny Sue	\$360.00	59426	05/24/2012	Falkenberg, Raymond A	\$51.00
59350	05/24/2012	Nyander, Penny Sue	\$576.80	59427	05/24/2012	Godfrey, Marilyn	\$156.36
59351	05/24/2012	Nyander, Penny Sue	\$25.00	59428	05/24/2012	Goldstrom, Donald	\$44.00
59352	05/24/2012	Oertel, Brian R.	\$31.36	59429	05/24/2012	Graeme, Nina Sue	\$64.68
59353	05/24/2012	OverDrive, Inc.	\$1,255.76	59430	05/24/2012	Graeme, Nina Sue	\$139.31
59354	05/24/2012	Palmer Investigative Services	\$641.62	59431	05/24/2012	Hitchcock, Meg	\$318.15
59355	05/24/2012	Penworthy Co	\$1,368.44	59432	05/24/2012	Holliday, Deborah	\$100.52
59356	05/24/2012	Porta-Pot	\$855.75	59433	05/24/2012	Honorable Alma Vildosola	\$28.16
59357	05/24/2012	Print & Stitch LLC	\$127.14	59434	05/24/2012	Honorable Alma Vildosola	\$28.16
59358	05/24/2012	Pro Petroleum, Inc.	\$13,339.26	59435	05/24/2012	Honorable Joseph Knoblock	\$39.65
59359	05/24/2012	Pro Petroleum, Inc.	\$11,042.37	59436	05/24/2012	Honorable Joseph Knoblock	\$97.44
59360	05/24/2012	Purcell's Western State Tire Company	\$8,094.21	59437	05/24/2012	Humiston, Karin	\$257.30
59361	05/24/2012	Recall Secure Destruction Service, Inc.	\$111.98	59438	05/24/2012	Jones, Dale	\$109.00
59362	05/24/2012	Recorded Books, LLC	\$1,172.78	59439	05/24/2012	Lamberton, Karen Lynn	\$493.82
59363	05/24/2012	RSC Equipment Rental, Inc.	\$693.27	59440	05/24/2012	Mazanek, Tim	\$124.00
59364	05/24/2012	RSC Equipment Rental, Inc.	\$100.00	59441	05/24/2012	Munoz, Patricia G	\$40.88
59365	05/24/2012	RSC Equipment Rental, Inc.	\$3,485.82	59442	05/24/2012	Nelson, Anita	\$89.60
59366	05/24/2012	RSC Equipment Rental, Inc.	\$22.32	59443	05/24/2012	Nelson, Carla	\$51.00
59367	05/24/2012	RWC International, LTD	\$8,572.27	59444	05/24/2012	Porter, Radi Ann	\$157.10
59368	05/24/2012	RWC International, LTD	\$3,624.85	59445	05/24/2012	Porter, Radi Ann	\$97.16
59369	05/24/2012	Ryan, Carla G.	\$3,662.43	59446	05/24/2012	Reed, Donna	\$84.00
59370	05/24/2012	San Pedro Valley News-Sun	\$12.09	59447	05/24/2012	Riksheim, Renee A	\$68.00
59371	05/24/2012	Sierra Vista, City of	\$19.99	59448	05/24/2012	Sanchez, George	\$145.00
59372	05/24/2012	Southern AZ Children's Advocacy Ctr-SACAC	\$600.00	59449	05/24/2012	Scull, Delcy G	\$135.00
59373	05/24/2012	Southwest Disposal LC	\$68.37	59450	05/24/2012	Sotelo, Ana	\$88.20
59374	05/24/2012	Southwest Disposal LC	\$68.37	59451	05/24/2012	Thomas, Yolanda	\$193.76
59375	05/24/2012	Sparkletts	\$6.75	59452	05/24/2012	Welch, Catherine	\$51.00
59376	05/24/2012	Sparkletts	\$83.00	59453	05/24/2012	Wyatt, Timothy L.	\$145.00
59377	05/24/2012	Sparkletts	\$45.00	59454	05/30/2012	Arizona Department of Revenue	\$50.00
59378	05/24/2012	Sparkletts	\$36.00	59455	05/30/2012	Bursey & Associates, P.C.	\$255.00
59379	05/24/2012	Sprint	\$67.46	59456	05/30/2012	Citibank (South Dakota), N.A.	\$131.27
59380	05/24/2012	Streitfeld, Stephen V. MD PC	\$1,000.00	59457	05/30/2012	CitiFinancial-Chandler	\$48.94
59381	05/24/2012	Sulphur Springs Valley Electric Coop, Inc.	\$477.56	59458	05/30/2012	Colonial Supplemental Insurance	\$29.50
59382	05/24/2012	Thompson West - West Payment Center	\$4,980.15	59459	05/30/2012	Correction Officers	\$250.53
59383	05/24/2012	Trebilcock, Robert Esq.	\$5,439.00				

59460	05/30/2012	DCS	\$352.27	59537	05/31/2012	McGowan, Mark J.	\$3,964.00
59461	05/30/2012	DeConcini McDonald Yetwin	\$322.87	59538	05/31/2012	Natale, Gail Gianasi	\$191.85
59462	05/30/2012	Discover Bank	\$231.67	59539	05/31/2012	Net Transcripts, Inc.	\$357.00
59463	05/30/2012	GMAC, c/o Jennifer A. Christie	\$124.91	59540	05/31/2012	Nina L. Caples, P.C.	\$638.45
59464	05/30/2012	JP Morgan Chase	\$42,571.91	59541	05/31/2012	Nyander, Penny Sue	\$36.40
59465	05/30/2012	JP Morgan Chase	\$304,870.30	59542	05/31/2012	Nyander, Penny Sue	\$392.00
59466	05/30/2012	JP Morgan Chase	\$1,071,771.17	59543	05/31/2012	Office Smart	\$68.25
59467	05/30/2012	NACO West	\$24,176.98	59544	05/31/2012	Penworthy Co	\$527.53
59468	05/30/2012	National Bank	\$5,547.22	59545	05/31/2012	Pima County Public Defender's Office	\$414.00
59469	05/30/2012	NYS Child Support Processing Center	\$48.00	59546	05/31/2012	Pueblo del Sol Water Company	\$31.67
59470	05/30/2012	NYS Child Support Processing Center	\$505.93	59547	05/31/2012	Radiology Ltd	\$110.00
59471	05/30/2012	NYS Child Support Processing Center	\$17.00	59548	05/31/2012	Recorded Books, LLC	\$911.88
59472	05/30/2012	Opal Financial, LLC	\$213.54	59549	05/31/2012	Reed, Cynthia - Court Reporter	\$84.00
59473	05/30/2012	Pre-paid Legal Services, Inc. dba LegalShield	\$2,604.60	59550	05/31/2012	Reed, Cynthia - Court Reporter	\$750.00
59474	05/30/2012	Public Safety Retirement Syst	\$220.31	59551	05/31/2012	Riviera Finance	\$2,373.36
59475	05/30/2012	Public Safety Retirement Syst	\$758.56	59552	05/31/2012	Robert J. Zohlmann, Esq.	\$2,544.70
59476	05/30/2012	Seidberg Law Offices, P.C.	\$319.08	59553	05/31/2012	Ronald Zack PLC	\$1,773.04
59477	05/30/2012	Sheakley Pension Administratio	\$484.50	59554	05/31/2012	Saylor, Chris	\$114.50
59478	05/30/2012	Support Payment Clearinghouse	\$6,528.21	59555	05/31/2012	Sierra Vista Police Department	\$74,810.16
59479	05/30/2012	TIAA-CREF as agent for JPMorgan Chase	\$2,019.00	59556	05/31/2012	Sierra Vista Regional Health Center	\$135.60
59480	05/30/2012	U.S. Department of Education	\$159.91	59557	05/31/2012	Sierra Vista Regional Health Center	\$1,159.88
59481	05/30/2012	United States Treasury	\$100.00	59558	05/31/2012	Sierra Vista, City of	\$13,151.03
59482	05/30/2012	United Way	\$95.00	59559	05/31/2012	Simmons, Sylvia	\$180.00
59483	05/31/2012	Address DATA Services, Inc.	\$575.00	59560	05/31/2012	Sonora Quest Laboratories LLC	\$24.01
59484	05/31/2012	Adele Drumlevitch, Attorney-At-Law	\$2,131.67	59561	05/31/2012	Southeastern AZ Behavioral Health Svcs- SEABHS, Inc.	\$334.50
59485	05/31/2012	Arizona Association of Counties	\$15,361.50	59562	05/31/2012	Southwest Gas Corporation	\$121.49
59486	05/31/2012	Arizona Capitol Times	\$129.00	59563	05/31/2012	Southwest Gas Corporation	\$35.60
59487	05/31/2012	Arizona Department of Corrections - Douglas	\$34.00	59564	05/31/2012	Space-Rite Industries, Inc.	\$105.00
59488	05/31/2012	Arizona Public Service (APS)	\$1,836.11	59565	05/31/2012	Sparkletts	\$18.00
59489	05/31/2012	Arizona Republic (The)	\$124.48	59566	05/31/2012	Sparkletts	\$45.00
59490	05/31/2012	Baker & Taylor, Inc.	\$1,785.93	59567	05/31/2012	Streitfeld, Stephen V. MD PC	\$1,000.00
59491	05/31/2012	Becker, Judith V. PH.D.	\$1,750.00	59568	05/31/2012	Sulphur Springs Valley Electric Coop, Inc.	\$1,224.62
59492	05/31/2012	Behr, Russell	\$100.00	59569	05/31/2012	Thomson West	\$1,740.00
59493	05/31/2012	Benson, City of	\$452.22	59570	05/31/2012	Tombstone Epitaph	\$25.00
59494	05/31/2012	Bisbee Observer	\$20.44	59571	05/31/2012	Tucson Medical Center	\$3,074.64
59495	05/31/2012	Bisbee, City of (Ambulance)	\$6,966.56	59572	05/31/2012	U.S. Healthworks Medical Group of Arizona, PC	\$159.00
59496	05/31/2012	Bock, Gus Jr.	\$100.00	59573	05/31/2012	University Physicians, Inc.	\$54.95
59497	05/31/2012	Brown & White Inc	\$14,259.58	59574	05/31/2012	University Physicians, Inc.	\$1,250.00
59498	05/31/2012	Buchella, Jeffrey G	\$240.00	59575	05/31/2012	Valley Telephone Cooperative, Inc.	\$52.50
59499	05/31/2012	Burick Esq, Bernadette	\$9,404.94	59576	05/31/2012	VCA Apache Animal Hospital	\$156.00
59500	05/31/2012	Cable One	\$299.85	59577	05/31/2012	Verizon Wireless	\$121.06
59501	05/31/2012	Cardinal, Laura (Attorney)	\$263.40	59578	05/31/2012	Verizon Wireless	\$63.48
59502	05/31/2012	Catholic Community Services Attorney	\$1,000.00	59579	05/31/2012	Waste Mgmt of Arizona - Sierra Vista Hauling	\$229.95
59503	05/31/2012	Catholic Community Services Attorney	\$590.00	59580	05/31/2012	Western Emulsion, Inc	\$76,400.86
59504	05/31/2012	Centennial Contractors Enterprises, Inc.	\$31,868.76	59581	05/31/2012	Wolslagel, Elizabeth	\$100.00
59505	05/31/2012	Centennial Contractors Enterprises, Inc.	\$57,922.00	59582	05/31/2012	Appelo, Regan C.	\$262.64
59506	05/31/2012	Center for Disease Detection, LLC	\$78.00	59583	05/31/2012	Bonham, Marsha	\$5.00
59507	05/31/2012	CenturyLink	\$61.76	59584	05/31/2012	Cochise County Finance Revolving Fund	\$3.70
59508	05/31/2012	CenturyLink	\$60.10	59585	05/31/2012	Cochise County Sheriff / Contingency	\$110.57
59509	05/31/2012	CenturyLink	\$30.05	59586	05/31/2012	Duarte, Jesus	\$30.00
59510	05/31/2012	CenturyLink	\$29.95	59587	05/31/2012	Estella Hodgson & Marcus Stokes	\$84.03
59511	05/31/2012	CenturyLink	\$185.28	59588	05/31/2012	Flamm, Joseph	\$42.01
59512	05/31/2012	CenturyLink	\$147.83	59589	05/31/2012	Glendenning, Brandi Shae	\$500.00
59513	05/31/2012	CenturyLink	\$29.54	59590	05/31/2012	Housing Authority of Cochise County	\$14,500.00
59514	05/31/2012	CenturyLink	\$1,748.00	59591	05/31/2012	Liepis, Melodie	\$210.00
59515	05/31/2012	Cochise Cty Association for the Handicapped	\$311.80	59592	05/31/2012	Mize, John H.	\$85.00
59516	05/31/2012	Cochise Enterprises, LLC	\$4,648.00	59593	05/31/2012	Abril, Manuela	\$44.00
59517	05/31/2012	Cochise Enterprises, LLC	\$15,000.00	59594	05/31/2012	Acton, Monica	\$53.76
59518	05/31/2012	Copper Queen Community Hospital	\$294.61	59595	05/31/2012	Bates, Angelia	\$39.00
59519	05/31/2012	Copper Queen Community Hospital	\$9,122.84	59596	05/31/2012	Blankenship, Melissa	\$135.08
59520	05/31/2012	DiRoberto, Joseph	\$4,199.80	59597	05/31/2012	Cook, Travis W.	\$44.00
59521	05/31/2012	Edelman, Sanford	\$23.94	59598	05/31/2012	Cooper, Renee	\$100.63
59522	05/31/2012	Five Star Publishing	\$73.26	59599	05/31/2012	Cuvelier, Lorna Jean	\$44.00
59523	05/31/2012	Five Star Publishing	\$73.26	59600	05/31/2012	Davenport, Eileen	\$193.20
59524	05/31/2012	Gale Group	\$79.67	59601	05/31/2012	De La Cruz, Noriko	\$134.08
59525	05/31/2012	Globetrotter Travel Agency	\$50.00	59602	05/31/2012	Dunlap, Mary Ellen	\$108.00
59526	05/31/2012	Hanratty Investigations & Polygraph Services	\$386.62	59603	05/31/2012	Dunlap, Mary Ellen	\$81.00
59527	05/31/2012	Hollebeek, John C.	\$2,125.00	59604	05/31/2012	Dunlap, Mary Ellen	\$380.40
59528	05/31/2012	HOV Services/Lason Systems	\$98.75	59605	05/31/2012	Duvall, Penny	\$118.00
59529	05/31/2012	John William Lovell, PC	\$2,687.88	59606	05/31/2012	East, Suzanne	\$44.00
59530	05/31/2012	Kathy N. Bell, N.P.	\$1,500.00	59607	05/31/2012	Flannigan, Ana	\$35.84
59531	05/31/2012	Keefe Supply Company	\$2,794.57	59608	05/31/2012	Gierlach, Marian Baker	\$59.36
59532	05/31/2012	Laura E. Udall, Esq. dba Cooper & Udall	\$2,262.50	59609	05/31/2012	Jarrell, Kelly Marie	\$37.00
59533	05/31/2012	Law Office of William F. Lakosil	\$8,392.26	59610	05/31/2012	Jefferson, Brandie	\$44.00
59534	05/31/2012	Law Offices of Joseph Mendoza PLLC	\$4,410.68	59611	05/31/2012	Johnson, Beverly	\$41.08
59535	05/31/2012	Lindstrom, Jason A.	\$969.30	59612	05/31/2012	Kennedy, Charlene	\$22.40
59536	05/31/2012	Matchett, Edward W.	\$610.00				

59613	05/31/2012	Kennedy, Megan R	\$44.00
59614	05/31/2012	Lacey, Helen C	\$44.00
59615	05/31/2012	Lueck, Elizabeth	\$59.36
59616	05/31/2012	Miner, Tom	\$76.16
59617	05/31/2012	Morales, Rosa	\$134.64
59618	05/31/2012	Nelson, Anita	\$57.12
59619	05/31/2012	Rivera, Christina G.	\$134.77
59620	05/31/2012	Valentin, Trinidad	\$23.52
59621	05/31/2012	Wielander, Robert	\$86.56
59622	05/31/2012	Zimmerman, Timothy C.	\$34.00
59623	05/31/2012	Ortega, Michael J.	\$1,295.84
59625	06/05/2012	State of Arizona	\$890.42
59626	06/05/2012	AOC Corrections Officer Retire	\$18,076.77
59627	06/05/2012	Correction Officers	\$12,713.71
59628	06/05/2012	JP Morgan Chase	\$210,967.67
59629	06/05/2012	Public Safety Retirement Syst	\$16,975.77
59630	06/05/2012	Public Safety Retirement Syst	\$67,595.44

Regular Board of Supervisors Meeting**Community Development****Meeting Date:** 06/26/2012

County Comment Letter to the BLM Regarding the Proposed EIS for the Proposed Southline Transmission Line Project

Submitted By: Mike Turisk, Community Development**Department:** Community Development**Division:**

Planning

Presentation: No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS Submitted for Signature:** 1**NAME of PRESENTER:** n/a**TITLE of PRESENTER:** n/a**Docket Number (If applicable):****Mandated Function?:** Not Mandated**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the comment letter to the Bureau of Land Management (BLM) regarding the preparation of an Environmental Impact Statement (EIS) and possible land use amendments for the Southline Transmission Project.

Background:

The BLM and Western Area Power Administration have requested public participation to gather input regarding the preparation of an EIS as required by the National Environmental Policy Act (NEPA) and the Federal Land Policy and Management Act for the proposed Southline Transmission Line Project (project), a 225-mile, 345-kV and 230-kV transmission line between existing substations at Afton, New Mexico, and Apache, Arizona. During the public scoping period, the BLM is soliciting public comments on behalf of all cooperating agencies regarding issues, concerns, and opportunities that should be considered in the analysis of the proposed action.

The proposed project would also make improvements to approximately 130 miles of existing transmission lines between the Apache and Saguaro, Arizona substations. Southline has filed a ROW application with the BLM proposing to construct, operate, maintain, and eventually decommission these high-voltage, AC transmission lines. The proposed project would consist of two segments: The first segment would be the construction of a new double-circuit 345-kV transmission line linking existing substations at Afton (located south of Las Cruces, New Mexico) and Apache, Arizona. This segment would enable up to 1,500 megawatts (MW) of transmission capacity. The second segment is an upgrade and rebuild of approximately 120 miles of existing 115 kilovolt (kV) transmission line, providing up to 1,000 MW of increased transmission capacity between the Apache Substation and the Saguaro Substation northwest of Tucson. Southline is expected to connect with up to 11 substations along its route.

Approximately 40 percent of the proposed transmission line would be on public land, 30 percent would be on State land, and the remaining 30 percent would be on private land. The transmission lines may be supported by lattice steel structures or tubular steel pole structures. However, final decision on the specific type of structure will be based on topography, structural requirements, economics, the environment, etc. The structures are anticipated to be from 110 to 170 feet in height, and the distance between each structure is expected to be approximately 800 to 1,500 feet.

Department's Next Steps (if approved):

Have the Chairman sign and send the letter.

Impact of NOT Approving/Alternatives:

The County would not provide comments regarding the preparation of the EIS and potential land use plan amendments for the Southline Transmission Line Project.

To BOS Staff: Document Disposition/Follow-Up:

Please send the letter as soon as possible (the deadline for comments is 5 July) to:

Bureau of Land Management
Las Cruces District Office
Southline Transmission Project
Attention: Tom Hurshman, Project Manager
1800 Marquess St
Las Cruces, NM 88005

and

Bureau of Land Management
Las Cruces District Office
Southline Transmission Project
Attention: Frances Martinez, Realty Specialist
1800 Marquess Street
Las Cruces, New Mexico 88005

Attachments

BLM Letter - Southline (4.23.12)

County Comment Letter - Southline (6.20.12)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Las Cruces District Office
1800 Marquess Street
Las Cruces, New Mexico 88005
www.blm.gov/nm



In Reply Refer To:

1793 (L0310)

APR 23 2012



Mr. Carlos De La Torre
Professional Engineer
Cochise County
1415 W. Melody Lane
Bisbee, AZ 85603

Dear Mr. De La Torre:

The Bureau of Land Management (BLM) and Western Area Power Administration (Western) cordially invite you and your staff to participate in a public process to gather input regarding the preparation of the proposed Environmental Impact Statement (EIS) and potential BLM land use plan amendments for the Southline Transmission Line Project (project) 345-kilovolt (kV) and 230-kV transmission line. This letter is an invitation to one or both of our Agency-only scoping meetings scheduled on May 8, 2012 and May 17, 2012.

Southline Transmission, LLC (Southline) has filed a right-of-way (ROW) application with the BLM pursuant to the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1761) proposing to construct, operate, maintain, and decommission a high-voltage alternative current electric transmission line across public land in southern New Mexico and Arizona. The project would provide more reliable infrastructure for local utilities and could facilitate anticipated renewable and nonrenewable generation projects in the region.

Both BLM and Western, as joint Lead Agencies, are initiating the process of preparing an EIS to assess the potential impacts of the proposed project. Western is a power-marketing agency within the Department of Energy and is participating in the project with the applicant, Southline, since the upgrade section of the proposed project would involve existing Western transmission lines. The BLM has authority under FLPMA for authorizing ROW grants for electric transmission, access roads, and site improvement on public land. As part of its agency mission, Western routinely studies power system requirements, plans for transmission line upgrades and additions, facilitates and finances transmission projects, and constructs, owns, operates, and maintains transmission infrastructure. Such projects may be solely Western projects, or may be projects undertaken with the participation of others.

The proposed project would consist of two segments. The first segment would be the construction of a new double circuit 345-kV transmission line linking existing substations at Afton (located south of Las Cruces, New Mexico) and Apache (located south of Willcox, Arizona). This proposed segment is approximately 205 miles long and will enable up to 1,500

megawatts (MW) of transmission capacity. The proposed segment also includes a 30-mile-long, 345-kV line between New Mexico Highway 9 and Interstate 10 east of Deming and 5-mile in-and-out loop between the existing Afton Substation and the existing Luna-Diablo 345-kV transmission line. The second segment would be an upgrade and rebuild of approximately 120 miles of existing 115-kV Western transmission line to a double-circuit 230-kV transmission line, providing up to 1,000 MW of increased transmission capacity between the Apache substation and the Saguaro substation (located northwest of Tucson, Arizona). Both segments would require new permanent and temporary construction ROW to accommodate a larger transmission line, access roads, and related facilities. The project would connect with and upgrade up to 10 existing substations, and Southline anticipates constructing one new substation. The project would cross public land administered by the BLM, a short segment of U.S. Forest Service administered land, State land in New Mexico and Arizona, and private land. A newsletter containing current project information is enclosed.

Public participation and scoping is now under way for this project. Your input is important to us, and we would like to hear about your issues or concerns regarding the proposed Project. We encourage you to attend one of the following Agency-only scoping meetings:

Agency Only Meetings	
Tuesday, May 8, 2012 10:00 am – 12:00 p.m. Mesilla Valley Days Inn & Suites 901 Avenida de Mesilla Las Cruces, NM 88005	Thursday, May 17, 2012 10:00 am – 12:00 p.m. National Advanced Fire & Resource Institute 3265 E. Universal Way Tucson, AZ 85706

You can make a difference by providing us with your ideas, comments, or concerns about the proposed Project. You may submit comments at any time during the preparation of the EIS; however, if you would like to have your comment(s) considered for inclusion in the Draft EIS, comments must be submitted by June 4, 2012. There are three ways in which you can submit your comments on the proposed Project:

- You may file your comments electronically by sending them to BLM_NM_Southline@blm.gov. Please include "Southline Scoping" in the subject line of your e-mail message.
- You may mail your comments to: Southline Transmission Line Project, Frances Martinez, Bureau of Land Management, Las Cruces District Office, 1800 Marquess Street, Las Cruces, NM 88005-3371.
- You may submit comments at one of the public scoping meetings that will be held in the project area.

If you cannot attend the agency only meeting, we encourage participation at one of the following public scoping meetings:

Public Meetings		
Tuesday, May 8, 2012 5:30 – 8:00 pm Presentation begins at 6:00 p.m. Mesilla Valley Days Inn & Suites 901 Avenida de Mesilla Las Cruces, NM 88005	Wednesday, May 9, 2012 5:30 – 8:00 pm Presentation begins at 6:00 p.m. Mimbres Valley Special Events Center 2300 E Pine Street Deming, NM 88030	Thursday, May 10, 2012 5:30 – 8:00 pm Presentation begins at 6:00 p.m. Dugan-Tarango Middle School 1352 Hardin Street Lordsburg, NM 88045
Tuesday, May 15, 2012 5:30 – 8:00 pm Presentation begins at 6:00pm Quality Inn Willcox 1100 W Rex Allen Drive Willcox, AZ 85643	Wednesday, May 16, 2012 5:30 – 8:00 pm Presentation begins at 6:00pm Benson Unified High School 360 S Patagonia Street Benson, AZ 85602	Thursday, May 17, 2012 5:30 – 8:00 pm Presentation begins at 6:00pm Palo Verde Magnet High School 1302 S. Avenida Vega Tucson, AZ 85710

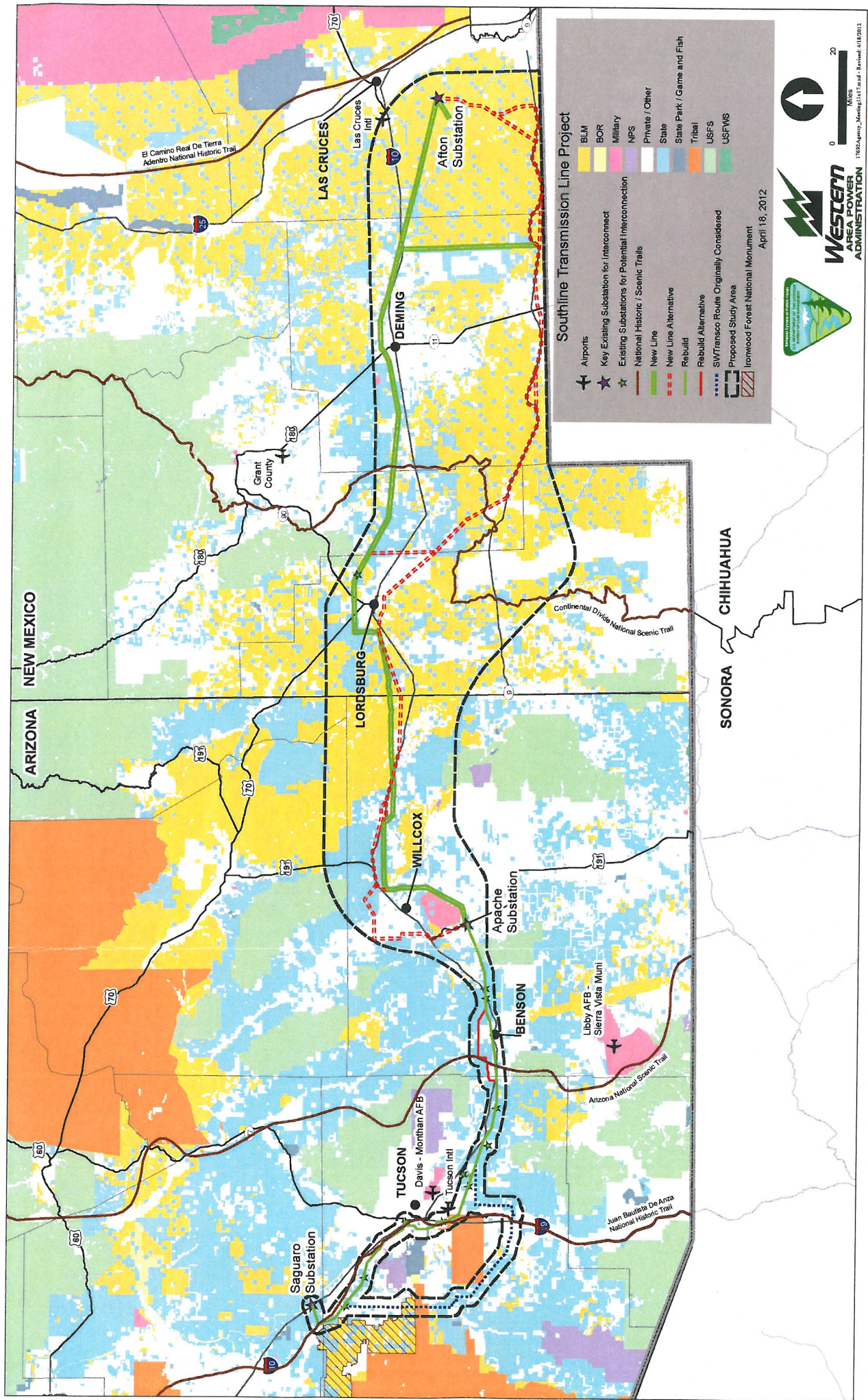
If you have any questions about this Project, please contact Tom Hurshman, BLM National Project Manager, at 970.240.5345. If you require special accommodations for the scoping meeting(s), please contact Ellen Carr at Galileo Project, LLC by e-mail at ellen.carr@galileoaz.com or by telephone at 480.629.4705. We appreciate your participation in this proposed Project.

Sincerely,



Bill Childress
District Manager

1 Enclosure



Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement (Cycle 22)

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 3

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?:** 11-251,
-532

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement (Cycle 22) in the amount of \$141,845 between the City of Tucson and Cochise County for the period January 1, 2012 through December 31, 2013.

Background:

The HIDTA Grant will fund one drug crime attorneys III and one legal secretary III in the Cochise County Attorney's Office. The HIDTA Grant will allow the HIDTA prosecutor to prosecute drug crimes. By not renewing the grant the County will lose one experienced senior prosecutor and one legal secretary. The County Attorney's Office will have to reduce the number of drug crime prosecutions and asset forfeiture seizures due to a lack of manpower. If the County were to pay for these personnel out of the general fund, tax payers will assume the added expense. The county attorney's office is mandated to prosecute crimes.

The question is whether the Board wishes to decline HIDTA Grant funding and eliminate the two positions currently funded by the HIDTA Grant; or decline the grant and pay the two positions out of the general fund; or accept the grant and absorb the overhead costs associated with the grant.

This grant works in conjunction with Southeastern Arizona Major Investigative Team (SAMIT) headed by the DEA; the Cochise County Sheriff's HIDTA. Not renewing this grant it would jeopardize law enforcement drug grants and the Byrne grant.

Fiscal Impact & Funding Sources: Funding of 1 prosecutor and 1 support staff with no impact to the general fund and continue with drug prosecutions in Cochise County.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the City of Tucson for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

Reduce drug crime prosecutors and support staff and jeopardize law enforcement drug grants.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? (\$\$\$):	-0-
Ongoing Costs? (\$\$\$):	-0-
County Match Required? (\$\$\$):	No
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	22,245
Source of Funding?:	Grant
Fiscal Impact & Funding Sources (if known):	
Fund 134	

Attachments

Cochise County Grant Approval Form - HIDTA Cycle 22

Grant Agreement - HIDTA Cycle 22 - 2012

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☐ No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

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

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

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

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

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

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

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

a) Total A-87 cost allocation _____

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

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

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

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



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

COT Grant Number **HT-12-2229**

This Grant Agreement is made this 1ST day of January 2012 by and between the CITY OF TUCSON hereinafter called "CITY" and Cochise County, through the **Cochise County Attorney** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

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

1. This Agreement will commence on January 1, 2012 and terminate on December 31, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Southeastern Arizona Major Investigative Team (SAMIT)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

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

B. If to the GRANTEE:

**Cochise County Attorney's Office
PO Drawer CA
Bisbee, AZ 85603
Attn: Chair, Board of Supervisors Edward Rheinheimer**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$108,397.00
Fringe Benefits	\$33,448.00
Overtime	\$0.00
Travel	\$0.00
Facilities	\$0.00
Services	\$0.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$141,845.00

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR GRANTEE:

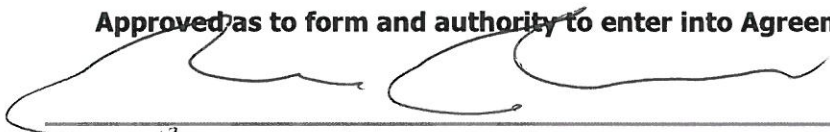
Chair, Board of Supervisors

Date

Printed Name and Title

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

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE

6/7/12

Date

ADAM AMBROSE, CIVIL DEPUTY COUNTY ATTORNEY

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS §§ 11-251, -532

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

FOR CITY OF TUCSON:

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

Date

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

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

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

Grant Number: HT-12-2229

Date: 6/4/12

Signature: [Signature]
Authorized Official

PROCEDURES

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

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

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

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

INFORMANT FILES

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

INFORMANT MANAGEMENT AND UTILIZATION

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

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

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

PAYMENTS TO INFORMANTS

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

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

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

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

ACCOUNTING AND CONTROL PROCEDURES

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

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

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

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

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

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

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Rescind Resolution 11-51, establishing the Sunsites Community Park Maintenance District

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

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?:

Information

Agenda Item Text:

Adopt Resolution 12-19 dissolving the establishment of the Sunsites Community Park Maintenance District and thereby rescinding Resolution 11-51.

Background:

The Sunsites Community Park Maintenance District was established by the Cochise County Board of Supervisors by Resolution 11-51, passed on November 15, 2011. The resolution was vacated as contrary to law by decision of the Cochise County Superior Court issued May 29, 2012, in the case of Sunsites Concerned Citizens, et al. v. Cochise County, et al., Case No. CV201101157. The Court remanded the matter to the Board "for its dismissal of the formation process for Sunsites Community Park Maintenance District or any other action it deems legally appropriate."

Department's Next Steps (if approved):

none

Impact of NOT Approving/Alternatives:

A resolution will remain in place in County records that has in fact been vacated by court order, causing risk of public confusion.

To BOS Staff: Document Disposition/Follow-Up:

Return a conformed copy to CAO upon adoption by the Board of Supervisors; notify the Department of Revenue of the Board's action.

Attachments

Resolution dissolving Sunsites Park District

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Approve Crime Victim Assistance Grant, ACJC Certification No. VC-13-019

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 3

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?:** Title 13,
Ch. 40
& Title
8, Ch.
3,
Article
7 &
A.R.S.
§
41-2407

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Crime Victim Assistance Grant No. VC-13-019, in the amount of \$14,400 between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 through June 30, 2013.

Background:

The award amount of \$14,400 is to be used by the Cochise County Attorney's Victim Witness Program to continue to fund a Clerk III to do victim notification on criminal cases, which is a mandated service. Fiscal Impact & Funding Sources: A match in the amount of \$14,400 will be made from the general fund and the Criminal Justice Enhancement monies.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Two (2) originals provided. Advise CAO upon Board approval. Return two (2) original Agreements to CAO after Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

Fiscal Impact

Fiscal Year: 2012-2013
One-time Fixed Costs? (\$\$\$): -0-
Ongoing Costs? (\$\$\$): -0-
County Match Required? (\$\$\$): 14,400
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 2,259
Source of Funding?: Grant
Fiscal Impact & Funding Sources (if known):
Fund 125

Attachments

Cochise County Grant Approval Form - ACJC VA-13-019- 2012
Grant Agreement - ACJC VA-13-019- 2012

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: _____	Department/Division: _____
Date Prepared: _____	Telephone: _____
Grantor: _____	Grant Title: _____
Grant Term From: _____ To: _____	
Fund No/Dept. No: _____	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☐ No	Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

If amendment, provide reason:

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

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

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

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

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

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

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

a) Total A-87 cost allocation _____

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

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

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

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



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Assistance Program
GRANT AGREEMENT

ACJC Grant Number VA-13-019
State Funded Grant Program

This Grant Agreement is made this 31st day of May, 2012, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2012 and terminate on June 30, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

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

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,000
Fringe Benefits (for salaries/overtime)	\$2,400
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$14,400
Positions Funded:	
Clerk III	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$14,400 in state funds. The matching amount for this award is **\$14,400**.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

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

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

FINANCIAL REPORTS	
Report Period:	Due Date:
July 1, 2012 to September 30, 2012	October 31, 2012
October 1, 2012 to December 31, 2012	January 31, 2013
January 1, 2013 to March 31, 2013	April 30, 2013
April 1, 2013 to June 30, 2013	August 15, 2013
Annual Report	August 15, 2013

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

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
30. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If GRANTEE is a State agency this paragraph does not apply.
31. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies,

boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnatee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex

and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

39. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
40. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The Data Dictionary is available upon request to ACJC.
42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.
- If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are

eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
48. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
49. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
50. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
51. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.

Arizona Criminal Justice Commission
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

NONE

Authorized Official Initials: _____

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

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

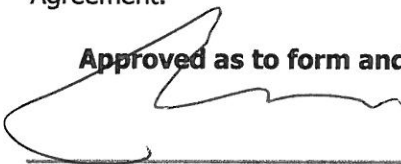
ATTEST:

Clerk

Date

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

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

  6/7/12

Legal counsel for GRANTEE

Date

ADAM AMBROSE, CIVIL DEPUTY COUNTY ATTORNEY

Printed Name and Title

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

A.R.S. §§ 11-751, -532

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

FOR CRIMINAL JUSTICE COMMISSION:

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

Date



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

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards,***

Exhibit "A" Continued

commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

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

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

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W.

Exhibit "A" Continued

Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The COMMISSION project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserve the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

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

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 06/26/2012

Approve FY 12-13 Willcox Court Consolidation Agreement

Submitted By: Arlethe Rios, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME of PRESENTER:** Mike Ortega**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE of PRESENTER:** County Administrator**Source of Mandate or Basis for Support?:****Information****Agenda Item Text:**

Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2012 through December 31, 2014.

Background:

Cochise County entered into a court consolidation agreement with the City of Willcox in July 2008. The current agreement will expire on June 30, 2012. The agreement states that the parties agree to review the costs contained in Exhibit A of the agreement on an annual basis and make recommendations for adjustments as needed. The intent is for the cost of the consolidation to be neutral for Cochise County. Any costs above the revenue generated by the City Court are to be borne by the City. The preceding calendar year is the basis for the costs and revenues for the subsequent fiscal year to allow the City (and County) to budget accordingly.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Willcox Court Consolidation Agreement

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

THIS IS AN AGREEMENT, made and entered into as of the ____ day of _____, 2012, by and between the County of Cochise, a body politic, [hereinafter "**COUNTY**"] and the City of Willcox, a municipal corporation [hereinafter "**CITY**"] and is approved by the County Board of Supervisors, the Willcox City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct 4, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

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

II. NAME AND LOCATION

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

III. DUTIES OF THE COUNTY

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

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

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

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

IV. DUTIES OF CITY

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

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

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

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

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

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

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

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

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

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

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

V. INDEMNIFICATION AND INSURANCE

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

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

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, **2012** and shall continue through **December 31, 2014**, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and the COUNTY. Thereafter, the Agreement shall be subject to renewal and renegotiation based upon changes in costs from economic assumptions contained in Exhibit A, for successive one-year terms unless terminated as provided herein. The parties shall give each other written notice of any proposed changes in costs under this Agreement at least 90 days prior to the end of any term of this Agreement.

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

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

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

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

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

Exhibit A

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

I. Revenues

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

Total Revenues -	\$172,179
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II. Costs

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

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

(Cost estimates do not include cost for space)

Footnote – As per the reconciliation done for Jan 1 through December 31, 2010 the City has a credit of \$1,666.98 to be applied as necessary in the next reconciliation. Due to County staffing changes reconciliation for the January 1, 2011 through December 31, 2011 is not possible at this time. The contribution from the City of Willcox will remain the same for FY 13; the credit will be carried forward; and a reconciliation will be performed in the spring of 2013 for the two year period January 1, 2011 through December 31, 2012.

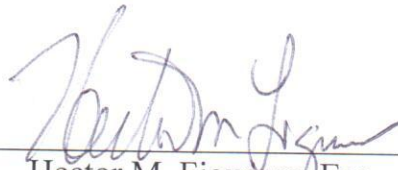
INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

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

Approved as to form this 5th day of April, 2012.

By: _____



Hector M. Figueroa, Esq.
City Attorney

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

This _____ day of _____, 2012.

By: _____

Britt Hanson, Esq.
Deputy County Attorney

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

XI. APPROVAL OF THE PARTIES

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

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the ____ day of _____, 2012.

APPROVED:

COUNTY OF COCHISE:

APPROVED:

CITY OF WILLCOX:

By: _____
Richard Searle
Chairman, Board of Supervisors

By: 
~~Gerald W. Lindsey~~
Vice Mayor *Monika S. Cronberg*

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED:

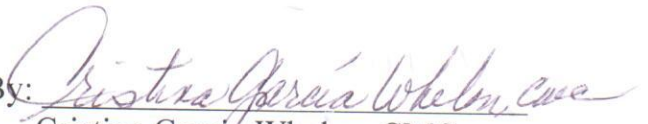
SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt
Presiding Judge

COCHISE COUNTY ATTORNEY

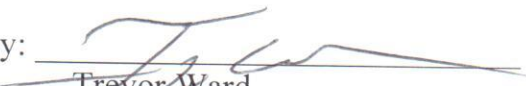
By: _____
Edward G. Rheinheimer
County Attorney

ATTEST:

By: 
Cristina Garcia Whelan, CMC,
City Clerk
City of Willcox

APPROVED:

JUSTICE COURT, PRECINCT 4
CITY MAGISTRATE

By: 
Trevor Ward
JP/City Magistrate

**CITY OF WILLCOX, COCHISE COUNTY, ARIZONA
RESOLUTION NO: 2012-19**

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2012 JUN -8 PM 2:05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WILLCOX, COCHISE COUNTY, ARIZONA APPROVING AND ADOPTING THE COURT CONSOLIDATION AGREEMENT BETWEEN THE CITY OF WILLCOX ["CITY"] AND COCHISE COUNTY ["COUNTY"] FOR THE PURPOSE OF CONTINUING THE CONSOLIDATED COURT FOR THE PERIOD OF JULY 1, 2012 THROUGH DECEMBER 31, 2014, AUTHORIZING THE MAYOR OR VICE MAYOR TO EXECUTE THIS RESOLUTION AND THE AGREEMENT AND DECLARING AN EMERGENCY TO EXIST.

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

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

WHEREAS, pursuant to Title I, Chapter 8, Section 1-8-2 of the Willcox City Code and A.R.S. Sec. 8-823 et seq., the CITY is empowered to appoint a person to serve as a Magistrate to preside over all judicial matters involving juveniles and adults; and

WHEREAS, the COUNTY and the CITY have determined that it is mutually beneficial to continue the Court Consolidation Agreement as amended for the period of July 1, 2012 through December 31, 2014 pursuant to authority granted by Section VI of that Agreement; and

WHEREAS, the Court Consolidation has and will continue to provide a coordinated and centralized judicial system for cost effective services to the residents of the CITY and the surrounding Willcox Community within Cochise County Justice Precinct Four; and

WHEREAS, the Mayor and Council of the City of Willcox, Cochise County, Arizona has determined that it is in the best interest of the City and its citizens to approve and adopt the Court Consolidation Agreement as amended and as presented to Mayor and Council; and

WHEREAS, the Mayor and Council and the County Board of Supervisors desire to have this item presented to the Willcox City Council at the next Council Meeting on April 2nd, 2012; and

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 06/26/2012

Approve replacement of Exhibit B for Resolution 11-55, and approve replacement of Exhibit B for Resolution 11-53

Submitted By: Juanita Simmons, Elections &
Special Districts

Department: Elections & Special Districts

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME NA
of PRESENTER:

TITLE NA
of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information**Agenda Item Text:**

Approve replacement of Exhibit B, Cochise County Community College Districts by Election Precincts for Board of Supervisor Resolution 11-55, and approve replacement of Exhibit B, Cochise County Supervisorial Districts by Election Precincts for Board of Supervisor Resolution 11-53.

Background:

On December 20, 2011, the Board of Supervisors adopted Resolution 11-55 that defined the Cochise County Community College Districts and Resolution 11-53 that defined the Cochise County Supervisorial Districts. Both of these resolutions included an Exhibit B that outlined the election precincts that comprised those Districts. It was recently determined that these Exhibit Bs incorrectly identified some of the election precincts within the Districts, although the maps which were also attached, were correct. Corrected Exhibits have been prepared and are presented for approval.

Department's Next Steps (if approved):

N/A

Impact of NOT Approving/Alternatives:

There will be inconsistency between the approved District maps and the listing of elections precincts.

To BOS Staff: Document Disposition/Follow-Up:

Record revised Exhibits

Attachments

BOS Districts Exhibit B

College Exhibit B

Regular Board of Supervisors Meeting**Elections and Special Districts****Meeting Date:** 06/26/2012

Adopt Resolution Cancelling the Election of Precinct Committeeman and Appointing all Candidates that filed 1 run for Precinct Committeeman

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:** NA**TITLE of PRESENTER:** NA**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:** 16-822(B)**Information****Agenda Item Text:**

Adopt Resolution 12-20 cancelling the election of certain Precinct Committeeman for the 2012 Primary Election and appointing all candidates that filed to run for Precinct Committeeman in which no election is required.

Background:

A.R.S. 16-822(B) provides for the cancelling of the election for Precinct Committeeman provided the number of nominating petitions is less than or equal to the number precinct committeeman positions.

Department's Next Steps (if approved):

If adopted, the Elections Department will provide each Precinct Committeeman with a Certificate of Appointment.

Impact of NOT Approving/Alternatives:

Election would need to be held to elect nominated Precinct Committeeman.

To BOS Staff: Document Disposition/Follow-Up:

Recorder Resolution.

Attachments

EL Cancel and Appoint Precinct Committeeman - 2012

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Demands

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?:**

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Adopt Resolution to Rescind Resolution 86-32 - Vista Grande Septic Moratorium

Submitted By: Mary Gomez, 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:

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 12-21 to rescind Resolution 86-32 Vista Grande Septic Moratorium. effective immediately.

Background:

In practice, Resolution 86-32 has not been enforced for some time now but was never presented formally to the Board of Supervisors to rescind. The proposed language to rescind follows:

WHEREAS, pursuant to Arizona Revised Statutes, Title 36, Section 136(D), the Cochise County Health Department has been delegated authority to issue discharge authorizations for conventional septic tank systems and;

WHEREAS, on April 14, 1986 the Cochise County Board of Supervisors passed resolution 86-32 prohibiting conventional septic tank systems in the area known as Vista Grande subdivision due the feeling that the soils in the area are not suitable for conventional septic systems,

WHEREAS, on November 12, 2005 the Arizona Administrative Code, Aquifer Protection Permit Program, Title 18, Chapter 9, Articles 1 thru 4 became effective and set strict standards for septic system design and site evaluations;

WHEREAS, due to the current prescriptive standards and State of Arizona approved trainings, resolution 86-32 is no longer needed,

WHEREAS, the Cochise County Health Department has the oversight, expertise and ability, to evaluate and approve conventional septic systems on a case-by-case basis,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby rescinds resolution 86-32, effective immediately.

Department's Next Steps (if approved):

Rescind requirements related to Resolution 86-32.

Impact of NOT Approving/Alternatives:

Practice not in accordance with current moratorium.

To BOS Staff: Document Disposition/Follow-Up:

None necessary.

Attachments

Resolution Rescinding Resolution 86-32 re 776 Vista Grande Moratorium

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Board of Health Re-Appointment of Dr. Gary Maluf

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:

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the re-appointment of Dr. Gary Maluf to a fourth consecutive four-year term, August 1, 2012 - July 31, 2016 as the District No. 3 representative to the Cochise County Board of Health.

Background:

Supervisor Les Thompson, District 3 invited Dr. Gary Maluf to join the Cochise County Board of Health in April 2003. Dr. Maluf agreed to become a member of the Board of Health. He has served on the Board of Health since April 2003. Dr. Maluf's current term will come to an end on July 31, 2012. Dr. Maluf has expressed his willingness to continue on the Board of Health for a fourth consecutive four-year term.

The Health Department is thankful for his willingness to participate on this Board for a fourth term. Dr. Maluf is an active member in the Health Community in District 3, and is able to convey the health concerns of his community accurately. It is my recommendation the Board of Supervisors approves Dr. Maluf's appointment renewal to the Cochise County Board of Health, for the four year term of August 1, 2012 through July 31, 2016.

Department's Next Steps (if approved):

The Cochise County Board of Health consists of five members. With this appointment the Board members will be as follows:

District 1 – Sierra Vista - Evelyn Whitmer
District 2 – Douglas - Linda Morin, R.N.
District 3 – Benson - Dr. Gary Maluf
BOS Representative - Supervisor Ann English
Physician Representative - Vacant

Impact of NOT Approving/Alternatives:

The Board of Health will not have a District 3 Representative at quarterly meetings.

To BOS Staff: Document Disposition/Follow-Up:

PLEASE CONTACT SUPERVISOR SEARLE TO ENSURE HE CONCURS WITH THIS APPOINTMENT.

PLEASE SEND DR. MALUF A LETTER OF APPOINTMENT WITH AN OATH OF OFFICE AND AN INFORMATIONAL FLYER ON OPEN MEETING LAW.

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Board of Health Re-Appointment of Linda Morin, RN

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:

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the re-appointment of Linda Morin, RN to a third four-year term, August 1, 2012 - July 31, 2016 as the District No. 2 representative to the Cochise County Board of Health.

Background:

Ms. Morin joined the Cochise County Board of Health in October 2002. Ms. Morin's current term expires in July 2012. Ms. Morin has expressed her willingness to continue on the Board of Health for a third four-year term.

The Health Department is thankful for her willingness to participate on this Board for a third term. Ms. Morin is an active member in the Health Community in District 2, and is able to convey the health concerns of his community accurately. It is my recommendation the Board of Supervisors approves Ms. Morin's appointment renewal to the Cochise County Board of Health, for the four year term of August 1, 2012 through July 31, 2016.

Department's Next Steps (if approved):

The Cochise County Board of Health consists of five members. With this appointment the Board members will be as follows:

District 1 – Sierra Vista - Evelyn Whitmer
District 2 – Douglas - Linda Morin, R.N.
District 3 – Benson - Dr. Gary Maluf
BOS Representative Supervisor - Ann English
Physician Representative - Vacant

Impact of NOT Approving/Alternatives:

The Board of Health will not have a District 2 Representative at quarterly meetings.

To BOS Staff: Document Disposition/Follow-Up:

PLEASE CONTACT SUPERVISOR ENGLISH TO ENSURE SHE CONCURS WITH THIS APPOINTMENT. PLEASE SEND MS. MORIN A LETTER OF APPOINTMENT WITH AN OATH OF OFFICE AND AN INFORMATIONAL FLYER ON OPEN MEETING LAW.

Information Technologies

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Site Sharing Agreement with GovNet, Inc.

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME
of PRESENTER: Travis CutrightTITLE
of PRESENTER: Director,
Information
Technology

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve the Reciprocal and Non-Exclusive License Agreement, effective upon signature by the Board of Supervisors, to make certain facilities that are owned, leased, licensed, or controlled by each party available to the other party for the co-location of communications equipment and sharing of communications resources, in order to provide each party with radio coverage and microwave connectivity without charge to either party for their mutual benefit, in accordance with the terms set forth in the Agreement.

Background:

This is a site sharing agreement that will position Cochise County to place communications equipment on agreed upon communications towers owned by GovNet, Inc. Additionally, this agreement would allow for GovNet, Inc. to place communications equipment on any agreed upon towers owned by Cochise County.

We have great interest in GovNet's towers that are located on Mule and Dragoon mountains as they will give us a direct microwave shot into Benson thus improving bandwidth and reliability substantially. GovNet is the (mostly federally funded) company that is building out the wide area network to facilitate SACNet. SACCNet is a statewide strategic communication initiative to provide a secure county to county, county to state secure video, voice, and data network, while providing redundant telecommunications and data communications throughout the State of Arizona to the public and private sector.

Department's Next Steps (if approved):

If approved, we will execute a site-specific supplemental agreement to co-locate equipment on GovNet's towers on Mule and Dragoon mountains.

Impact of NOT Approving/Alternatives:

If not approved, we will have to find another way to get direct communications into Benson which will undoubtedly include both capital and operating expenditures.

To BOS Staff: Document Disposition/Follow-Up:

If approved, please sign the attached agreement.

Attachments

Gov net Agmt

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Contract Renewal - Food Service for Jail & Juvenile Detention

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

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):

Information

Agenda Item Text:

Approve the renewal of Contract No. 10-53-SHF-03 for Food Service for Jail & Juvenile Facilities for the Sheriff and Juvenile Detention with Aramark Correctional Services in the estimated amount of \$465,000 from July 1, 2012 through June 30, 2013.

Background:

This is the second renewal of Contract No. 10-53-SHF-03 approved by the Board of Supervisors on June 15, 2010. 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 Sheriff's Office and Juvenile Detention Department are satisfied with the services provided by Aramark and are in agreement that the price increase requested for the contract renewal period is reasonable and justified. Aramark has requested a price increase of 2.9% for total meals served at the jail. For juvenile facilities, Aramark is requesting a .141 cent increase due to USDA changes in meal requirements for the National School Lunch Program. After conversations with the State of Arizona NLSP representative, it was determined that this was a reasonable and justifiable increase. Snack prices for juveniles will remain the same. Research and analysis show that this increase is less than the CPI rate of 5% and is in keeping with increases requested and granted within other counties in the State.

Department's Next Steps (if approved):

Execute contract and monitor contract performance.

Impact of NOT Approving/Alternatives:

An alternative solution would be needed to feed jail and juvenile detainees such as performing this service with county staff.

To BOS Staff: Document Disposition/Follow-Up:

Original contracts will be hand carried to Katie Howard.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Sheriff anticipates expenditures of \$424,000 in FY 2011-12 and has budgeted \$400,000 in FY 2012-13 for these expenditures in fund line #100-3000-3300-431.110. Juvenile Detention anticipates expenditures of \$97,400 in FY 2011-12 and has budgeted \$95,000 for these expenditures in FY 2012-13 in fund line 100-1200-1220-431.110.

Attachments

Contract Renewal

COUNTY OF COCHISE
PROCUREMENT DEPARTMENT
Invitation for Bids 10-53-SHF-03
1 of 4

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

**RENEWAL CONTRACT #10-53-SHF-03
FOOD SERVICE FOR JAIL AND JUVENILE FACILITIES
2nd RENEWAL TERM JULY 1, 2012 THROUGH JUNE 30, 2013**

**BETWEEN COCHISE COUNTY
AND
ARAMARK CORRECTIONAL SERVICES, LLC**

This Contract Renewal is made between the County of Cochise, State of Arizona (the County) whose authorized representative is:

Terry L. Rutan, Senior Buyer
Cochise County Procurement Division
1415 Melody Lane, Building C
Bisbee, Arizona 85603

and the Contractor, whose complete name, address and Authorized Representative are:

David Kimmel, Vice President - Finance
ARAMARK Correctional Services, LLC
1101 Market Street
Philadelphia, PA 19107

The County and the Contractor agree as follows:

Article I. Contract Documents. The Contract Documents consist of this Contract Renewal Agreement; the original contract and any other renewals or amendments, the solicitation, including instructions, all terms and conditions, plans, technical specifications, scope of work, attachments and any addenda thereto; and the Bid/Proposal Form submitted by the Contractor in response to the solicitation and other Contract Documents.

Article II. Contract Performance. The Contractor shall provide all of the materials, equipment, and services required by the original Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

Performance per original contract terms

Article III. Term of Renewal. The Contractor shall continue performance of this Contract Agreement until the renewal expiration date, which is June 30, 2013.

Article IV. Payment. The County shall pay the Contractor in the amounts and at the times or events stated below:

Payment for services as per Attachment A.

This Agreement is entered into as of this 30th day of June, 2011.

COUNTY OF COCHISE
PROCUREMENT DEPARTMENT
Invitation for Bids 10-53-SHF-03
2 of 4

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

CONTRACTOR:

ARAMARK Correctional Services, LLC

Authorized By:



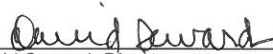
Signature

David Kimmel, Vice President Finance
Print Name and Title

ARAMARK Correctional Services, LLC
Company

COCHISE COUNTY:

Reviewed By:



David Seward, Director
Procurement Department

Approved By:

Richard Searle, Chairman
Board of Supervisors

Attest:

Katie Howard
Clerk of the Board

ATTACHMENT A
PRIOR YEAR PRICING (FY2011-2012)

FROM:

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

<i>Jail Detainee Meal Prices</i>		
Fewer than 20,000 per month	20,000 – 24,999 per month	25,000 or more per month
1.594	\$1.425	\$1.319

<i>Juvenile Detainee Meal Prices</i>		
Fewer than 9,999 per month	10,000 – 14,999 per month	15,000 or more per month
\$3.98	\$3.59	\$3.144

<i>Jail Annex Adult Detainee Meal Prices</i>		
Fewer than 500 per month	500 – 750 per month	750 or more per month
\$3.144	\$3.144	\$3.144

The County is exempt from F.E.T.

COUNTY OF COCHISE
PROCUREMENT DEPARTMENT
Invitation for Bids 10-53-SHF-03
4 of 4

1415 Melody Lane
Building C
Bisbee, Arizona 85603
Phone (520)432-8392 Fax (520)432-8397
E-mail trutan@cochise.az.gov

ATTACHMENT B
PROPOSED PRICING (FY 2012-13)

TO:

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

<i>Jail Detainee Meal Prices</i>		
Fewer than 20,000 per month	20,000 – 24,999 per month	25,000 or more per month
\$1.650	\$1.500	\$1.476

<i>Juvenile Detainee Meal Prices</i>		
Fewer than 9,999 per month	10,000 – 14,999 per month	15,000 or more per month
\$3.98	\$3.59	\$3.144

Juvenile Snacks - .050

<i>Jail Annex Adult Detainee Meal Prices</i>		
Fewer than 500 per month	500 – 750 per month	750 or more per month
\$3.235	\$3.235	\$3.235

The County is exempt from F.E.T.

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Contract Award - Medical Examiner Transport Services

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME N/A

of PRESENTER:

TITLE N/A

of PRESENTER:

Mandated Function?: Federal or State Mandate

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve award of contracts for Professional Services, Agreement No.12-26-BOS-03 A-D for transportation services for the Pima County Medical Examiner Contract to Espinosa Funeral Home in Bisbee and Douglas, Richardson's Funeral Home in Benson and Westlawn Mortuary in Willcox.

Background:

On May 22, 2012 the Board of Supervisors approved a contract with the Pima County Medical Examiner for Medical Examiner Services effective July 1, 2012. The Procurement Department was instructed to obtain transportation and storage services for deceased bodies to the Pima County Medical Examiner in Tucson and back to Cochise County. The procurement department drafted a scope of work for services and held a meeting with all the Funeral Homes in Cochise County to convey the scope of work and contractual requirements. Proposals were received from all five funeral homes in Cochise County. A spreadsheet is attached which outlines the proposals received.

The proposals were reviewed by the procurement department, Sheriff's Office and County Administration. The consensus was to exclude Southern Arizona Funeral Homes, LLC in Sierra Vista and Brown and Page Funeral Home in Douglas from the contract award process. Richardson's Funeral Home in Benson and Espinoza Funeral Home in Bisbee were asked if they would contract for the Sierra Vista area. Both firms agreed and provided pricing.

Department's Next Steps (if approved):

Execute contracts. Contact local police agencies to communicate process, monitor contract performance.

Impact of NOT Approving/Alternatives:

The County would have to pay Funeral Homes whatever their standard non-contract rates are for these services.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Katie Howard.

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 services are funded in 100-3500-421.100.

Attachments

ME Transport Costs

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

Award of Bid - Legal Advertising

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Dave Seward

TITLE of PRESENTER: Dave Seward

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 12-31-PUR-03 to _____ at a cost of _____ \$ per column inch for the period of July 1, 2012 through June 30, 2013.

Background:

In accordance with ARS §11-255, the Board shall contract annually for all advertising, publications and printing required to be done by all departments of county government. IFB No. 12-31-PUR-03 was released on May 23, 2012. The bid was advertised in the San Pedro Valley News on May 23 & May 30, 2012, posted on the County procurement website and mailed to six newspaper publishing firms within Cochise County. Two bids were received by the bid closing date and time of June 12, 2011, 4:00 P.M. MST. The bids were evaluated by procurement staff and a bid tabulation is attached.

The Procurement Department is recommending an award of contract to the Arizona Range News as the lowest responsive and responsible bidder meeting all the requirements of the bid solicitation. However, the Procurement Department does acknowledge that the Sierra Vista Herald has a wider readership base than the Arizona Range News based on their average annual paid subscriptions and area of distribution. The Arizona Range News was awarded the contract for July 1, 2011 through June 30, 2012.

In accordance with part four, Section 1.0 of the bid specifications, the Board of Supervisors will award the Contract to the lowest and best bidder, as determined in the discretion of the Board. The Board may base its decision upon a number of factors, including but not limited to the number of readers and subscribers, the area of distribution, the total cost to the County, and the convenience of publication.

Fiscal Impact: Based on the annual estimated volume/usage, the annual costs by each bidder is as follows:

Sierra Vista Herald/Bisbee Register \$44,588.00
 Arizona Range News \$35,139.45

Staff recommendation is: Approve the award of Invitation for Bids No. 12-31-PUR-03 for Legal Advertising Services to the Arizona Range News, as the lowest responsive and responsible bidder, for the period of July 1, 2012 through June 30, 2013.

Department's Next Steps (if approved):

Execute the contract, monitor contract performance

Impact of NOT Approving/Alternatives:

County will be in violation of ARS §11-255 which requires that the Board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.

To BOS Staff: Document Disposition/Follow-Up:

Contracts will be hand carried to Katie Howard.

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):**

Based on the annual estimated volume/usage, the annual costs by each bidder is as follows:

Sierra Vista Herald/Bisbee Register \$44,588.00

Arizona Range News \$35,139.45

Attachments

Bid Tab

ITEM NUMBER	ESTIMATED ANNUAL USAGE (COLUMN INCHES)	PRICE PER COLUMN INCH	EXTENDED PRICE
SIERRA VISTA HERALD			
2.1	6,367	\$2.00	\$12,734.00
2.2	5,000	\$2.00	\$10,000.00
2.3	2,000	\$2.00	\$4,000.00
2.4	8,127	\$2.00	\$16,254.00
2.6	200	\$0.00	\$0.00
2.8	800	\$2.00	\$1,600.00
2.10	1,219	\$0.00	\$0.00
Total			\$44,588.00
*3.1	8,446	\$9.20	\$77,703.20
*3.2	2,753	\$5.90	\$16,242.70
ARIZONA RANGE NEWS			
2.1	6,367	\$1.25	\$7,958.75
2.2	5,000	\$1.25	\$6,250.00
2.3	2,000	\$1.25	\$2,500.00
2.4	8,127	\$1.75	\$14,222.25
2.6	200	\$0.50	\$100.00
2.8	800	\$1.25	\$1,000.00
2.10	1,219	\$2.55	\$3,108.45
Total			\$35,139.45
*3.1	8,446	\$4.60	\$38,851.60
*3.2	2,753	\$4.60	\$12,663.80
*3.1 and 3.2 are not used in the evaluation process.			

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 12-31-PUR-03
Legal Advertising

BID CLARIFICATION AND AUTHORIZATION

This information must be provided by the responder or the bid shall be considered unresponsive.

Bid Authorization:

07-272187
Arizona Transaction (Sales) Privilege Tax License
Number 86 0497096
Federal Employer Identification Number
Arizona Range News
Company Name
112 S Haskell Ave
Mailing Address
Willcox AZ 85644
City State Zip
Code

For clarification of this offer contact:

Joan Hancock
Name
OFFICE MGR
Title
520-515-4660 520-886-2382
Phone Fax
joan.hancock@bensonnews-sun.com
e-mail


Signature of Person Authorized to Sign Offer
Ian Kirkwood
Printed or Typed Name
Title
520-586-3382 520-586-2382
Phone Fax
ian.kirkwood@bensonnews-sun.com
e-mail address

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 12-31-PUR-03
Legal Advertising

BID FORM

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material/equipment/ service in compliance with all terms, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

1.0 Provide the following information; all line items must have a response.

Item Number	Description	Response
1.1	Frequency of publication	Weekly
1.2	Day or days of publication	Wednesday
1.3	Deadline for receipt of copy	5pm Thurs Prior
1.4	Type size and style used for legal advertising only	6pt ARIAL
1.5	Lines per column inch for legal advertising only	11
1.6	Column width used for legal advertising only	1.833
1.7	Able to accept "tif" or "pdf" files	yes
1.8	Is the "slug" included as a part of price per column inch for which the County will be charged?	☒ Yes [] No
1.9	Cost of additional copies of any particular issue	50 cents
1.10	Average annual paid subscriptions (Number of issues not dollar amount)	1,200
1.11	Average number of newsstand sales per issue (Number of issues not dollar amount)	2,180
1.12	List cities and communities in Cochise County reached by paid subscriptions (Attach additional pages if needed)	Willcox, Benson, Dragoon, Bowie St Simon, Sierra Vista, Bisbee Elfrida, Sunsite
1.13	List cities and communities in Cochise County where newsstands are located (Attach additional Pages if needed)	same
1.14	Rate Card submitted	yes
1.15	Sample of legal ad submitted	yes

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 12-31-PUR-03
Legal Advertising

2.0 Provide the following pricing information. All line items must be completed:

Item Number	Estimated Annual Usage (Column Inches)	Description	Price per Column Inch (Based on 2" Column)		Extended Price
2.1	6,367	Printing of camera-ready copy to enlarge/reduce for first insertion	125		7,958.75
2.2	5,000	Second (duplicate) insertion	125		6,250
2.3	2,000	Printing of copy, including typesetting	125		2,500
2.4	8,127	Charge per column inch for inserting printing of Treasurer's Notice of Tax Sale Insert	175		14,222.25
2.6	200 copies	Charge for copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	50 cents	100
2.7		Charge for additional copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	50 cents	
2.8	800	Charge per column inch for first printing of Board of Supervisors' Notice of Land Sale	125		1,000
2.9		Annual publication of County's tentative budgets	1.25 per		
2.10	1,219	Legal Display Ads	255		3,108.45
2.11		Charge for additional original Publisher's Affidavit of Publication	Price Each	\$1	
2.12		Charge for photocopies of Publisher's Affidavit of Publication	Price Each	\$1	
2.13		Charge for processing magnetic media submitted in IBM compatible ASCII format	0	0	

3.0 Charges for Additional Services:

Will not be used in the evaluation process.

	Column Inches	Description	Price per Column Inch	Extended Price
3.1	8,446	Display inches, not legal	4.60	38,851.60
3.2	2,753	Classified inches, not legal	4.60	12,667.80

4.0 Indicate if the bidder has the capability of receiving camera ready copy via e-mail (the

County standard is Microsoft Word 2003): Yes

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F. E. T.

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 12-31-PUR-03
Legal Advertising

BID CLARIFICATION AND AUTHORIZATION

This information must be provided by the responder or the bid shall be considered unresponsive.

07-2721878
Arizona Transaction (Sales) Privilege Tax License
Number 86-0497096
Federal Employer Identification Number
SIERRA VISTA HERALD / BISBEE DAILY
Company Name REVIEW
102 FAB AVE
Mailing Address
SIERRA VISTA AZ 85635
City State Zip
For clarification of this offer contact:
Philip Vega
Name
Publisher
Title
520-458-9440 520-459-0120
Phone Fax
philip.vega@siherald.com
e-mail

Bid Authorization:

Philip Vega
Signature of Person Authorized to Sign Offer
Philip Vega
Printed or Typed Name
Publisher
Title
520-458-9440 520-459-0120
Phone Fax
philip.vega@siherald.com
e-mail address

BID FORM

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish the material/equipment/ service in compliance with all terms, conditions, specifications, and amendments in the solicitation. Signature also certifies understanding and compliance with Part Six General Terms and Conditions, Section 1.

1.0 Provide the following information; all line items must have a response.

Item Number	Description	Response
1.1	Frequency of publication	7 days a week
1.2	Day or days of publication	every day
1.3	Deadline for receipt of copy	10 a.m. 2 working days prior
1.4	Type size and style used for legal advertising only	6pt Helvetica
1.5	Lines per column inch for legal advertising only	11 lines
1.6	Column width used for legal advertising only	1.833
1.7	Able to accept "tif" or "pdf" files	YES
1.8	Is the "slug" included as a part of price per column inch for which the County will be charged?	☐ Yes ☒ No
1.9	Cost of additional copies of any particular issue	75 cents
1.10	Average annual paid subscriptions (Number of issues not dollar amount)	7,255
1.11	Average number of newsstand sales per issue (Number of issues not dollar amount)	1,230
1.12	List cities and communities in Cochise County reached by paid subscriptions (Attach additional pages if needed)	Benson, Bisbee, Douglas, Elgin, Fort Huachuca, Hereford, Huachuca City, Naco, Palomas, St. David, Sierra Vista, Tombstone, Whetstone
1.13	List cities and communities in Cochise County where newsstands are located (Attach additional Pages if needed)	Benson, Bisbee, Ft. Huachuca, Hereford, Huachuca City, Naco, Palomas, St. David, Sierra Vista, Tombstone, Whetstone
1.14	Rate Card submitted	YES
1.15	Sample of legal ad submitted	YES

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C
Bisbee, Arizona 85603

INVITATION for BIDS #IFB 12-31-PUR-03
Legal Advertising

2.0 Provide the following pricing information. All line items must be completed:

Item Number	Estimated Annual Usage (Column Inches)	Description	Price per Column Inch (Based on 2" Column)		Extended Price
2.1	6,367	Printing of camera-ready copy to enlarge/reduce for first insertion	\$2-		12,734
2.2	5,000	Second (duplicate) insertion	\$2-		10,000
2.3	2,000	Printing of copy, including typesetting	\$2-		4,000
2.4	8,127	Charge per column inch for inserting printing of Treasurer's Notice of Tax Sale Insert	\$2-		16,254
2.6	200 copies	Charge for copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	0	0
2.7		Charge for additional copies of Treasurer's Notice of Tax Sale Insert	Price per Copy	0	
2.8	800	Charge per column inch for first printing of Board of Supervisors' Notice of Land Sale	\$2-		1,600
2.9		Annual publication of County's tentative budgets	\$2	per column inch.	
2.10	1,219	Legal Display Ads	9.20		11,215
2.11		Charge for additional original Publisher's Affidavit of Publication	Price Each	\$2-	
2.12		Charge for photocopies of Publisher's Affidavit of Publication	Price Each	\$2-	
2.13		Charge for processing magnetic media submitted in IBM compatible ASCII format	0	0	

3.0 Charges for Additional Services:
Will not be used in the evaluation process.

	Column Inches	Description	Price per Column Inch	Extended Price
3.1	8,446	Display inches, not legal	8.40 M-SAT 9.40 SUNDAY	70,946
3.2	2,753	Classified inches, not legal	5.90 MON-SAT 6.90 SUNDAY	16,243

4.0 Indicate if the bidder has the capability of receiving camera ready copy via e-mail (the County standard is Microsoft Word 2003): YES

State of Arizona and other Arizona government sales taxes will be added to the bid price by the County as applicable. The County is exempt from F. E. T.

Regular Board of Supervisors Meeting**Elections & Special Districts****Meeting Date:** 06/26/2012

Accept the certified results submitted by the Elections Department as the official canvass for the Special General Election for Congressional District

Submitted By: Juanita Simmons, Elections &
Special Districts

Department: Elections & Special Districts**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME Michael Ortega
of PRESENTER:

TITLE County
of PRESENTER: Administrator

Docket Number (If applicable):**Mandated Function?:** Federal or State Mandate

Source of Mandate
or Basis for Support?:

Information**Agenda Item Text:**

Accept the elections results certified and submitted by the Cochise County Elections Department as the official canvass for the Special General Election held on June 12, 2012.

Background:

As set forth in A.R.S. 16-642, the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

Department's Next Steps (if approved):

Submit official canvassed results to the Secretary of State.

Impact of NOT Approving/Alternatives:

Cochise County will not be in compliance with ARS 16-642 for certifying election results.

To BOS Staff: Document Disposition/Follow-Up:

Overnight a Certified set of the election canvass materials to the Secretary of State. Send a copy of the approved BOS minutes to the Elections Department.

Regular Board of Supervisors Meeting

Meeting Date: 06/26/2012

New IGA# ADHS12-021252 - Population Health Policy Initiative

Submitted By: Jennifer Steiger, Health & Social
Services

Department: Health & Social Services

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0
Submitted for Signature:

NAME Mary Gomez
of PRESENTER:

TITLE Health Director
of PRESENTER:

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

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

Information

Agenda Item Text:

Approve the new IGA# ADHS12-021252, Population Health Policy Initiative, between the Arizona Department of Health Services (ADHS) and Cochise Health and Social Services (CHSS) in the amount of \$49,184 annually, for the period April 1, 2012 through March 31, 2015.

Background:

ADHS administers funds provided through tobacco tax chronic disease funding, Women Infants and Children (WIC) lottery, and Title V Maternal and Child Health (MCH) Block Grant to support preventive health policies. The Population Health Policy Initiative will fund a three (3) year collaborative effort at the County level that is intended to result in increased health policy capacity and implementation in the areas of procurement policies, worksite wellness, school health, clinical care and community design by promoting healthy lifestyles. Through this IGA, CHSS's Tobacco & Chronic Disease Prevention Program will focus on strategies in worksite wellness and school health including:

- a.) establishing a Cochise County Worksite Wellness Policy;
- b.) assisting the implementation of CDSMP Chronic Disease Self Management Program Healthy Living Workshops in worksites and organizations;
- c.) assisting the implementation of SPARK, Sports Play and Active Recreation for Kids in schools without physical education programs and;
- d.) assisting worksites to implement Breastfeeding Friendly worksite policies.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment would result in limiting the CHSS's Tobacco & Chronic Disease Prevention Program from expanding strategies for worksite wellness and school health into schools and other worksites in the county.

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: 2012-2013

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 13,501

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fixed-rate program through the Arizona Department of Health Services in the amount of \$49,184. The ADHS allowable indirect rate for this program is 15% versus the county A-87 rate of 48.83%. This results in a net County subsidy of \$9,354, calculated as follows:

Personnel: \$27,648

County A-87 Rate @ 48.83%: \$13,501

ADHS Indirect @ 15%: \$ 4,147

Net County Subsidy: \$ 9,354

Attachments

PHPI New IGA 6-12

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: <u>JENNIFER STEIGER</u>	Department/Division: <u>HEALTH/PSD</u>
Date Prepared: <u>6/12/12</u>	Telephone: <u>520-432-9402</u>
Grantor: <u>ADHS</u>	Grant Title: <u>Population Health Policy Initiative</u>
Grant Term From: <u>4/1/12</u>	To: <u>3/31/15</u>
Fund No/Dept. No: <u>tbid</u>	Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☒ Yes ☐ No	Amendment No. <u>6</u> Increase \$ <u>0</u> Decrease \$ <u>0</u>

Briefly describe purpose of grant:

The Population Health Policy Initiative will fund a three (3) year collaborative effort at the County level that is intended to result in increased health policy capacity and implementation in the areas of procurement policies, worksite wellness, school health, clinical care and community design by promoting healthy lifestyles. Through this IGA, CHSS's Tobacco & Chronic Disease Prevention Program will focus on strategies in worksite wellness and school health including: a.) establishing a Cochise County Worksite Wellness Policy; b.)

If amendment, provide reason:

N/A, this is a new IGA.

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		\$49,184			\$49,184
Remaining Years					
Total Revenue		\$49,184			\$49,184

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 \$13,501

b) Amount of overhead allowed by grant \$4,147 County subsidy (a-b) \$ 9,354

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

If yes, dollar amount \$ 4,147 OR percentage allowed 15 %

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

Executive Summary Form

Agenda Number: HLT _____ (Tobacco & Chronic Disease Grant)

Recommendation:

Approve the new IGA# ADHS12-021252, Population Health Policy Initiative, between the Arizona Department of Health Services (ADHS) and Cochise Health and Social Services (CHSS) in the amount of \$49,184 annually, for the period 04/01/12 – 03/31/15.

Background (Brief):

ADHS administers funds provided through tobacco tax chronic disease funding, Women Infants and Children (WIC) lottery, and Title V Maternal and Child Health (MCH) Block Grant to support preventive health policies. The Population Health Policy Initiative will fund a three (3) year collaborative effort at the County level that is intended to result in increased health policy capacity and implementation in the areas of procurement policies, worksite wellness, school health, clinical care and community design by promoting healthy lifestyles. Through this IGA, CHSS's Tobacco & Chronic Disease Prevention Program will focus on strategies in worksite wellness and school health including

- a.) establishing a Cochise County Worksite Wellness Policy
- b.) assisting the implementation of CDSMP Chronic Disease Self Management Program Healthy Living Workshops in worksites and organizations
- c.) assisting the implementation of SPARK, Sports Play and Active Recreation for Kids in schools without physical education programs and
- d.) assisting worksites to implement Breastfeeding Friendly worksite policies.

Fiscal Impact & Funding Sources:

This is a grant-funded, fixed-rate program through the Arizona Department of Health Services in the amount of \$49,184. The ADHS allowable indirect rate for this program is 15% versus the county A-87 rate of 48.83%. This results in a net County subsidy of \$9,354, calculated as follows:

Personnel:	\$27,648
County A-87 Rate @ 48.83%:	\$13,501
<u>ADHS Indirect @ 15%:</u>	<u>\$ 4,147</u>
Net County Subsidy:	\$ 9,354

Next Steps/Action Items/Follow-up: Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment would result in limiting the CHSS's Tobacco & Chronic Disease Prevention Program from expanding strategies for worksite wellness and school health into schools and other worksites in the county.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-021252

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

Project Title: Population Health Policy Initiative

Begin Date: 4/01/12

Geographic Service Area: Cochise County

Termination Date: 3/31/15

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- | | |
|-------------------------------------|---|
| ☒ | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| ☐ | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| ☐ | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| ☐ | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| ☐ | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____
Federal Employer Identification No.: _____
Tax License No.: _____
Contractor Name: Cochise Health & Social Services
Address: 1415 Melody Lane, Bldg A
Bisbee, AZ 85603

FOR CLARIFICATION, CONTACT:

Name: Judith Gilligan or Suzanne Hagle
Phone: 520-432-9493
FAX No: 520-432-9498

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign

Date

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS12-021252 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract

State of Arizona

Signed this _____ day of _____, 2012

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's 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 of Person Authorized to Sign

Date

Print Name and Title

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.

Attorney General Contract, No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General

The Attorney General, BY:

Signature

Date

Assistant Attorney General:

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-021252	TERMS AND CONDITIONS

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract
- 1.2 "ADHS" means Arizona Department of Health Services.
- 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
- 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
- 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
- 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
- 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
- 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
- 1.9 "Days" means calendar days unless otherwise specified.
- 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
- 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received
- 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
- 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
- 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
- 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract
- 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-021252	TERMS AND CONDITIONS

2. **Contract Type.**

This Contract shall be: (check one)

 X Fixed Price

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number	INTERGOVERNMENTAL AGREEMENT
ADHS12-021252	TERMS AND CONDITIONS

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4 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.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

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Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

- 4.11 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

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4.12 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.

4.13 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.

5. Costs and Payments

5.1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments

5.2.1 Unearned Advanced Funds Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 Contracted Services In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 Refunds Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 Unacceptable Expenditures The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes

5.4.1 State and Local Transaction Privilege Taxes The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the

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responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 Tax Indemnification. The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I R S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. Contract Changes

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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7. Risk and Liability

- 7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- 7.4 Force Majeure.
- 7.4.1 Liability and Definition. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.4.2 Exclusions. Force Majeure shall not include the following occurrences:
- 7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.4.3 Notice. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

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9.2 Stop Work Order

9.2.1 Terms. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 Cancellation or Expiration. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10 Contract Termination

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

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10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

12. Communication

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
 - 15.1 **Paid and Unpaid Personnel.** Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
 - 15.2 **Costs.** The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** 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 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.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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Cochise County Population Health Policy Initiative

A. Background

The overall goal of the Division of Public Health Prevention Services is to protect and improve the public's health through prevention and control of disease and disability. This goal is accomplished through the support of local and national partners to improve the health and well-being of Arizonians through preventative health policy, system, and environmental change initiatives in Arizona communities. The Arizona Department of Health Services (ADHS) Bureau of Tobacco and Chronic Disease (BTCD), Bureau of Nutrition and Physical Activity (BNPA), and Bureau of Women's & Children's Health (BWCH) administers funds provided through tobacco tax chronic disease funding, Women, Infants and Children (WIC) lottery, and Title V (Maternal and Child Health (MCH) Block Grant to support preventative health policies.

The preventative health policy, system, and environmental change inter-governmental agreements (Agreement) will fund three (3) year collaborative efforts at the County level that can result in increased health policy capacity and implementation in the areas of procurement policies, worksite wellness, school health, clinical care, and community design by promoting healthy lifestyles. Renewal of agreements is contingent upon funding.

B. Objective

Collaborative effort at the County level that shall result in increased health policy capacity.

C. Scope of Work

This Agreement will address a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Counties are expected to implement at multiple levels in accordance with local community needs and shall emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize health improvements. Strategies that influence policy, change organizational practices, and foster coalitions are required and shall include at a minimum one of the following required target strategies:

1. Procurement Policy

1.1 Specific strategies addressing the food environment through procurement policy are:

- 1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines,
- 1.1.2 Establish Contract and bid writing standards to promote healthy food and beverages,
- 1.1.3 Establish healthy vending policies within institutions,
- 1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace,
- 1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar,
- 1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher,
- 1.1.7 Promote inclusion of focus on children and youth/young adults with special health care needs when addressing procurement policy, and

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1.1.8 Other evidence-based related strategy

2. Healthy Community Design

2.1 Specific strategies addressing healthy community design are:

- 2.1.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit,
- 2.1.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing,
- 2.1.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives,
- 2.1.4 Establish sites for community gardens in institutional settings and/or underserved areas,
- 2.1.5 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,
- 2.1.6 Promote inclusion of focus on children and youth/young adults with special health care needs when considering community design, and
- 2.1.7 Other evidence-based related strategy.

3. School Health (Including early childhood through postsecondary education)

3.1 Specific strategies addressing school health policy are:

- 3.1.1 Improve county-wide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings,
- 3.1.2 Improve the nutrition quality of foods and beverages served in schools,
- 3.1.3 Improve the quality and amount of physical education and/or physical activity in schools,
- 3.1.4 Increase the number of joint-use agreements among schools and/or community sites to make physical activity space accessible to the public before and after school hours,
- 3.1.5 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,
- 3.1.6 Promote inclusion of focus on children and youth/young adults with special health care needs, and
- 3.1.7 Other evidence-based related strategy.

4. Worksite Wellness

4.1 Specific strategies addressing worksite wellness, internally or with local employers, are:

- 4.1.1 Increase opportunities for physical activity in the workplace,
- 4.1.2 Establish incentive programs, such as flex time, rewarding and/or recognizing employee healthy behaviors,

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- 4.1.3 Provide disease self-management classes to employees,
- 4.1.4 Increase the number of employers which incorporate nationally recognized preventive health screenings within health plans,
- 4.1.5 Increase the number of employees which utilize preventive health screenings within employer health plans,
- 4.1.6 Increase policies and practices to support breastfeeding in the workplace,
- 4.1.7 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan, and
- 4.1.8 Other evidence-based related strategy.

5. Clinical Care

5.1 Specific strategies addressing clinical care are:

- 5.1.1 Increase policies and practices to support breastfeeding in health care institutions that align with Arizona Baby Steps to Breastfeeding Success and the Baby Friendly Hospital Initiative (BFHI),
- 5.1.2 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models,
- 5.1.3 Implement mandatory Body Mass Index (BMI) screenings and referrals,
- 5.1.4 Implement chronic disease-based treatment protocols and/or self management programs,
- 5.1.5 Integrate peer-support/promotora models into the healthcare institutional setting,
- 5.1.6 Link evidence-based community and clinical preventive services such as efforts which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: <http://www.uspreventiveservicestaskforce.org>. For example, community-based promotoras working collaboratively with patient navigators within community health centers,
- 5.1.7 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,
- 5.1.8 Integration or implementation of patient-centered medical home (PCMH) model of primary care,
- 5.1.9 Promote inclusion of focus on children and youth/young adults with special health care needs, and
- 5.1.10 Other evidence-based related strategy.

Cochise County selected the following target strategies for completion under this Agreement:

1. School Health (Including early childhood through postsecondary education)

1.1 Specific strategies addressing school health policy are:

- 1.1.1 Improve the quality and amount of physical education and/or physical activity in schools.

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2. Worksite Wellness

2.1 Specific strategies addressing worksite wellness, internally or with local employers, are:

2.1.1 Provide disease self-management classes to employees,

Additional target strategies may be selected at a future date and added to this Agreement via an Amendment.

D. Tasks and Requirements

The Contractor shall provide:

1. Minimum Staffing Competency

1.1 Designate and dedicate a minimum of .5 FTE as Health Policy Manager with previous policy and/or community health experience to manage and administer the program. It is recommended that the Health Policy Manager have an undergraduate degree from an accredited institution in related areas, including, but not limited to, public health or a related field such as public policy and public health administration.

1.1.1 The designated Health Policy Manager shall participate in mandatory two (2) day Health Policy, System, Environment (PSE) training in Phoenix and any proceeding Contractor meetings and trainings and/or stakeholder meetings organized by ADHS related to policy development and implementation.

2. Administrative Services

- 2.1 Complete a logic model (template provided by ADHS) outlining project design based on the evidence-based PSE strategy;
- 2.2 Identify target populations and/ or communities with the highest documented burden of chronic disease and with one (1) or more active coalitions in place;
- 2.3 Implement strategies approved by ADHS;
- 2.4 Work with community partners, such as: tobacco partners, WIC local agencies, tribal communities, community health centers and community-based organizations present in the County;
- 2.5 Develop and submit a proposed budget for the funding year and/or any subsequent funding years;
- 2.6 Develop and submit an annual action plan (template provided by ADHS) with quarterly and annual objectives;
- 2.7 Participate in quarterly conference calls with ADHS and quarterly in-person meetings;
- 2.8 Submit quarterly Contractor's Expenditure Reports (CER);
- 2.9 Submit an annual report based on evaluation of outcomes and objectives that includes cumulative year to date data of policy, system, or environmental change strategy impacts;
- 2.10 If applicable, justify additional Title V MCH Block Grant funding, up to thirty percent (30%) more than base allocation, through demonstration of projected amount of effort dedicated compared to the total effort under the Agreement;

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The Contractor may:

2.11 Leverage policy activities with other currently funded policy initiatives; and

2.12 Partner with other Counties on policy activities.

E. Deliverables

The Contractor shall:

1. Provide copies of all printed or broadcast media or any other educational and/or marketing materials developed using funds awarded under this Agreement to the ADHS Program Manager for approval.
2. Prepare and submit individual signed electronic CER invoice, not later than thirty (30) days following the end of quarter period (Q1: April – June; Q2: July – September; Q3: October – December; Q4: January – March) of the program year.
3. Provide final CER invoice for each program not later than forty-five (45) days following the end of each Contract year.
4. Provide the name, phone numbers, and resume of all program staff funded under this Agreement due within thirty (30) days of hire.
5. Submit a logic model outlining project design forty-five (45) days following Contract award.
6. Submit a proposed budget for the funding year and/or subsequent funding years forty-five (45) days following Contract award.
7. Submit an action plan forty-five (45) days following Contract award.
8. Submit an annual report forty-five (45) days following the end of each Contract year.
9. Submit justification for additional Title V MCH Block Grant funding.

F. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Bureau of Tobacco & Chronic Disease
Attn: Tim Vaske, Office Chief- Chronic Disease
Street Address: 150 N. 18th Ave, Suite 310
City, State and Zip Code: Phoenix, AZ 85007
Telephone: (602) 364-0841
Facsimile: (602) 364-0844
E-Mail: tim.vaske@azdhs.gov

2. Notices and Correspondence from the ADHS to the Contractor shall be sent to:

Organization: Cochise Health & Social Services
Attention: Judith Gilligan and Suzanne Hagle
Street Address: 1415 Melody Ln, Bldg A
City, State and Zip Code: Bisbee, AZ 85603
Telephone: 520-432-9493
E-Mail: jgilligan@cochise.az.gov and shagle@cochise.az.gov

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3. Payments from ADHS to the Contractor shall be sent to:

Organization: Cochise Health & Social Services
 Attention: Mary Gomez, Director of CHSS
 Street Address: 1415 Melody Ln, Bldg A
 City, State and Zip Code: Bisbee, AZ 85603
 Telephone: 520-432-9404
 E-Mail: mgomez@cochise.az.gov

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Quarterly Fixed Price

Account Classification	Number Per Budget Period	Unit Rate	Total Cost
School Health	4	\$6,148.00	\$24,592.00
Worksite Wellness	4	\$6,148.00	\$24,592.00
Total			\$49,184.00