

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, December 18, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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 the Minutes of the regular meeting of the Board of Supervisors of December 4, 2012.

Community Development

2. Approve Amendment 1 to IGA 11-0371 dated March 6, 2012 between the State of Arizona and Cochise County for transfer of Federal Funds in the amount of \$100,000.
3. Approve IGA 12-110I between the State of Arizona and Cochise County for the Glenn Road Jug-Handle Project.

4. Approve an award of contract to Candance Lamoree for Hearing Officer Services for Community Development hearings, at \$50.00 per hour, not to exceed \$5,000, for a one year period beginning January 1, 2013, with an option to renew for four consecutive one year periods at the County's discretion.

County Sheriff

5. Approve the 2013 Annual Operating and Financial Plan between the Cochise County Sheriff's Office and the USDA, Forest Service Coronado National Forest for the period of October 1, 2012 through September 30, 2013, with a total annual operating budget in the amount of \$13,111.92.

Court Administration

6. Certify that the total court revenues collected in Fiscal Year 2011/2012 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Facilities

7. Approve IGA between Cochise County and the City of Douglas for state required testing and monitoring of the Bisbee-Douglas International Airport (BDI) water supply system, effective November 23, 2012 to January 1, 2014.
8. Approve the renewal of Contract No. 09-33-FAC-02 for General Aviation Gasoline and Jet Aviation Fuel to Ascent Aviation Group, Inc. in the estimated amount of \$300,000 for the period of January 1, 2013 through December 31, 2013.

Finance

9. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Community Development

10. Adopt Ordinance 044-12, approving staff-recommended text changes to the County Rural Addressing Program to conform to state guidelines for road signage standards in the County and to make the program, which is responsible for assigning addresses and road names for new development, more efficient and effective; effective thirty days after approval.

ACTION

Board of Supervisors

11. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2013 Calendar Year and approve continuing annual memberships for 2013, with payment of associated dues as described herein.

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"

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of December 4, 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.

Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, DECEMBER 4, 2012**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 4, 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 Arlethe Rios, Assistant to the Clerk of the Board.

Chairman Searle called the meeting to order at 10:00 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 meetings of the Board of Supervisors of November 27, 2012.

Community Development

2. Approve the appointment of Ms. Liza Weissler to the Planning and Zoning Commission for a four year term ending December 31, 2016.

Court Administration

3. Approve appointments of county-wide Justices of the Peace Pro Tempore David Howe, Paul Julien, William Lakosil, and Frederick Thompson for a period beginning immediately and ending 6/30/2013 pursuant to ARS 22-121.

Finance

4. Approve demands and budget amendments for operating transfers.

Warrants No. 65207-65572 and 65577-65646 were issued in the amount of \$173,886.45.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	John Trujillo	\$4.00
549	Mario A Gonzales	100.00
121	Hatfield Funeral Home	3,430.15
505	Manuel Fimbres	170.00

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

Juvenile Probation

5. Approve the Intergovernmental Agreement Amendment #1 among the Arizona Supreme Court, County School Superintendent and Cochise County Superior Court for title funding to provide education programs to juvenile detainees in the classrooms at Juvenile Detention School effective as of the date of execution of the agreement amendment by all parties through June 30, 2014.

Workforce Development

6. Approve Amendment #10 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.

Vice-Chairman Call made a motion to approve items 1-6 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Board of Supervisors

7. Approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Mr. John L. Permenter for Cattlerest located at 933 S. Haskell Avenue, Willcox, 85643.

Ms. Arlethe Rios, Assistant to the Clerk of the Board presented this item. Ms. Rios said the Sheriff's Office and Planning and Zoning Department have recommended approval and the Environmental Health Division noted that the establishment meets all the requirements set forth by the Arizona Food Code; the Treasurer's Office has noted that all property taxes are current. The applicant has paid the \$100 processing fee; the Board staff recommended approval.

Chairman Searle opened the public hearing. No one chose to speak. Chairman Searle closed the Call to the Public.

Supervisor English moved to approve a person transfer liquor license application for a series #6 (bar) liquor license submitted by Mr. John L. Permenter for Cattlerest located at 933 S. Haskell Avenue, Willcox, 85643. Vice-Chairman Call seconded the motion.

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

ACTION

Board of Supervisors

8. Approve the 2013 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2013, the 2013 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2013 meeting schedule.

Ms. Arlethe Rios, Assistant to the Clerk of the Board presented this item. Ms. Rios stated that the calendar reflected Board Meeting dates, Federal holidays, and employee pay dates.

Vice-Chairman Call made a motion to approve the 2013 Cochise County calendar reflecting the schedule of the Regular Board of Supervisor meetings for the calendar year 2013, the 2013 holidays and pay days, and authorize the Clerk to post the Public Notice of the 2013 meeting schedule. Supervisor English seconded the motion.

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

Community Development

9. Adopt Resolution 12-79 to abandon the Kayenta Estates Minor Subdivision Plat and Assurance Agreement.

Mr. Mike Turisk, Planning Manager presented to item using a PowerPoint Presentation. Mr. Turisk stated that the plat had been approved in 2008 and extended in 2010 but no permits had been issued and no progress had been made since 2010. He said the request to abandon was done by the developer and that staff recommended approval.

Supervisor English moved to adopt Resolution 12-79 to abandon the Kayenta Estates Minor Subdivision Plat and Assurance Agreement. Vice-Chairman Call seconded the motion.

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

Solid Waste

10. Approve the award of Invitation for Bids (IFB) No. 13-11-SWD-04 to Lawrence Construction Company, DBA LCCO Construction, for the Western Regional Landfill Cell 3B Liner and Cell 4 Excavation Project in the amount of \$1,832,863.34.

Mr. Ortega stated that there was a change to this item because there had been a new recommendation from the Rate Review Advisory Board (RRAB) after a meeting last week. He said the new recommendation was for only cell 3b to be constructed and not cell 4. Mr. Ortega explained that the new recommendation changed the parameters of the contract because Lawrence Construction Company was not interested in constructing just one cell. He stated that

the change in recommendation had been due to efficiency in the future and also budget costs. He showed the bids by the companies interested in this project and stated that with the new change the lowest bidder was KE&G and recommended the Board approve the contract for the construction of cell 3b with KE&G.

Vice-Chairman Call asked when cell 4 would be needed.

Mr. Marty Haverty, Solid Waste Management Director, said it would be in about 2 years.

Mr. Ortega said that at that time the RRAB would meet again to discuss a plan and that although general fund monies were used the Solid Waste Department had a plan to repay the general fund on an annual basis.

Mr. Haverty recommended that recycling plans be used countywide to help lengthen the use of the cells in the landfill.

Chairman Searle asked if the bid could be changed if Lawrence Construction Company was interested in constructing only one cell.

Mr. Fifer, County Attorney, said a rebid could be done, but said it would be unfair to those companies who bid originally.

Mr. Jose Luis Castillo, Senior Estimator for Lawrence Construction Company stated that a clear definition of the contract was not provided by the Procurement Department. He said his company was given a letter of intent and a contract, which they signed, and were shocked when they were notified that they would no longer be receiving the contract. He thought a rebid should be done to be fair to all companies involved and that the new bid should have more clarity as to the parameters of the contract. Mr. Castillo said that his company would not be interested in doing only a part of the construction.

Mr. Ortega clarified that the County had not changed its mind, but was faced with a new recommendation from the RRAB the previous week.

Supervisor English asked if the County could change the contract even though a letter of intent and a contract had been sent out.

Mr. Fifer stated that a contract was not official until signed by both parties; therefore the contract sent to Lawrence Construction Company was not valid unless signed by the Board.

Dave Seward, Procurement Director, said that the contractors were told that a change of contract could occur and were given a choice whether to bid on a 2 cell project or a 1 cell project.

Chairman Searle asked Mr. Castillo if Lawrence Construction Company would be interested in rebidding.

Mr. Castillo said that although the numbers would be different he did think that they would be interested in rebidding.

Vice-Chairman Call amended the motion to approve the award of Invitation for Bids (IFB) No. 13-11-SWD-04 to KE&G Construction Company, for the Western Regional Landfill Cell 3B Liner Excavation Project in the amount of \$721,967.19. Supervisor English seconded the motion.

Chairman Searle called for the vote and it carried 2-1, Searle opposed.

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

Mr. Ortega deferred report.

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public.

Mr. Jack Cook addressed the matter on personal concerns. 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 deferred report.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2
Supervisor English deferred report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3
Chairman Searle stated that he visited the Cascabel Community Fair and was impressed with the community support as well as with the musical presentations.

Chairman Searle adjourned the meeting at 10:52 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 12.4.12

65054	11/21/2012	AmeriPride Linen and Apparel Service	\$145.82	65129	11/21/2012	Recorded Books, LLC	\$1,799.28
65055	11/21/2012	ARAMARK Services, Inc.	\$3,214.11	65130	11/21/2012	Reed, Cynthia - Court Reporter	\$313.60
65056	11/21/2012	Arizona Department of Corrections - Douglas	\$25.50	65131	11/21/2012	RF Eye PC dba Cochise Eye & Laser	\$465.00
65057	11/21/2012	Arizona Department of Corrections - Douglas	\$932.50	65132	11/21/2012	Ronald Zack PLC	\$709.80
65058	11/21/2012	Arizona Dept of Corrections ASPC-Tucson	\$164.75	65133	11/21/2012	RWC International, LTD	\$691.56
65059	11/21/2012	Arizona Department of Education	\$90.00	65134	11/21/2012	Ryan, Carla G.	\$449.55
65060	11/21/2012	Arizona Public Service (APS)	\$4,315.33	65135	11/21/2012	San Diego Police Equipment Co	\$234.69
65061	11/21/2012	Arizona Radiation Regulatory Agency	\$42.00	65136	11/21/2012	Schlesinger, Aaron	\$582.40
65062	11/21/2012	Arizona State Forestry Division	\$18,692.12	65137	11/21/2012	SHI International Corp.	\$376.99
65063	11/21/2012	Arizona State Prison Complex - Fort Grant	\$105.32	65138	11/21/2012	Sierra Vista, City of	\$17,602.43
65064	11/21/2012	Arizona Water Company	\$646.54	65139	11/21/2012	Simmons, Sylvia	\$210.00
65065	11/21/2012	Baker & Taylor, Inc.	\$364.15	65140	11/21/2012	SIRSI Corporation	\$62,230.07
65066	11/21/2012	Beal Investigations	\$315.00	65141	11/21/2012	Southwest Gas Corporation	\$29.51
65067	11/21/2012	Benson Police Department	\$533.80	65142	11/21/2012	Sparkletts	\$37.18
65068	11/21/2012	Bio-Reference Laboratories, Inc.	\$592.15	65143	11/21/2012	Sprint	\$67.50
65069	11/21/2012	Bourke, Nancy	\$490.00	65144	11/21/2012	Stamback Septic Service	\$447.32
65070	11/21/2012	Brajitsu Inc	\$1,990.00	65145	11/21/2012	Stan Greer Mill Works	\$1,896.21
65071	11/21/2012	Bug-Wiser Exterminating, Inc.	\$180.00	65146	11/21/2012	Staples	\$987.52
65072	11/21/2012	Cable One	\$99.95	65147	11/21/2012	Sulphur Springs Valley Electric Coop, Inc.	\$11,922.03
65073	11/21/2012	Cass, Homer L.	\$78.00	65148	11/21/2012	Sulphur Springs Valley Electric Coop, Inc.	\$1,423.03
65074	11/21/2012	Center for Disease Detection, LLC	\$24.00	65149	11/21/2012	Sulphur Springs Valley Electric Coop, Inc.	\$79.57
65075	11/21/2012	CenturyLink	\$31.32	65150	11/21/2012	Sulphur Springs Valley Electric Coop, Inc.	\$1,313.36
65076	11/21/2012	CenturyLink	\$79.34	65151	11/21/2012	Tempe Convention & Visitors	\$114.15
65077	11/21/2012	CenturyLink	\$66.87	65152	11/21/2012	Thompson West - West Payment Center	\$6,176.59
65078	11/21/2012	CenturyLink	\$172.70	65153	11/21/2012	Union Distributing Company of Tucson	\$14,626.36
65079	11/21/2012	CenturyLink	\$62.42	65154	11/21/2012	University Physicians Healthcare, Inc.	\$42.64
65080	11/21/2012	Chapman, John L.	\$350.00	65155	11/21/2012	Valley Telephone Cooperative, Inc.	\$288.76
65081	11/21/2012	Cochise County Assoc for the Handicapped	\$1,908.50	65156	11/21/2012	Valley Telephone Cooperative, Inc.	\$109.59
65082	11/21/2012	Cochise Enterprises, LLC	\$6,888.00	65157	11/21/2012	Valley Telephone Cooperative, Inc.	\$195.08
65083	11/21/2012	Cochise Floor Covering	\$4,283.41	65158	11/21/2012	Verizon Wireless	\$251.85
65084	11/21/2012	Cochise Private Industry Council	\$41,877.00	65159	11/21/2012	Verizon Wireless	\$440.51
65085	11/21/2012	Copper Queen Community Hospital	\$49.60	65160	11/21/2012	Waxie Sanitary Supply	\$998.45
65086	11/21/2012	Cottingham, Ed	\$86.24	65161	11/21/2012	Western Emulsion, Inc	\$11,059.34
65087	11/21/2012	CRM of America LLC	\$8,099.83	65162	11/21/2012	White, Janet	\$200.00
65088	11/21/2012	D Fenn Enterprises, Inc.	\$130,551.00	65163	11/21/2012	WR Ryan Company	\$558.38
65089	11/21/2012	Dell Marketing LP	\$3,438.54	65164	11/21/2012	Anguiano, Luis	\$100.00
65090	11/21/2012	DiRoberto, Joseph	\$8,844.30	65165	11/21/2012	Arvizu, Gerald	\$100.00
65091	11/21/2012	Dorado Personnel, Sierra Vista Personnel	\$1,194.75	65166	11/21/2012	Call, Pat	\$53.99
65092	11/21/2012	Dorado Personnel, Sierra Vista Personnel	\$1,215.00	65167	11/21/2012	Cochise County Recorder's Office	\$9.00
65093	11/21/2012	Douglas Police Department	\$3,195.45	65168	11/21/2012	Cochise County Sheriff's Department	\$1,285.51
65094	11/21/2012	Douglas, City of	\$67.31	65169	11/21/2012	Cotton, Anthony	\$51.13
65095	11/21/2012	Douglas, City of	\$650.00	65170	11/21/2012	Deneke, Buffy	\$179.20
65096	11/21/2012	Eidson, Faith	\$120.00	65171	11/21/2012	Fimbres, Manuel	\$170.00
65097	11/21/2012	Empire Southwest LLC	\$195,252.88	65172	11/21/2012	Gilmore, Stephen W	\$25.00
65098	11/21/2012	Gonzales, Mario A.	\$100.00	65173	11/21/2012	Jones, Steven	\$76.18
65099	11/21/2012	Granite Construction Company	\$6,881.49	65174	11/21/2012	Pitney Bowes Reserve Account	\$10,000.00
65100	11/21/2012	Hamilton, Linda T.	\$1,295.00	65175	11/21/2012	Ritenour, Jeff L	\$58.10
65101	11/21/2012	Heinzl, Joe Lawrence Esq.	\$1,074.08	65176	11/21/2012	Tab Office Resources	\$3,181.29
65102	11/21/2012	Hernandez, Jose A.	\$200.00	65177	11/21/2012	Acuna, Gloria	\$341.32
65103	11/21/2012	Hobart Service ITW Food Equip Group, LLC	\$249.21	65178	11/21/2012	Appelo, Regan C	\$81.00
65104	11/21/2012	Honorable Kimberly Corsaro	\$98.56	65179	11/21/2012	Chapman, John L.	\$21.28
65105	11/21/2012	Keefe Supply Company	\$1,424.07	65180	11/21/2012	De La Cruz, Wendy	\$308.92
65106	11/21/2012	Legend Technical Services, Inc.	\$64.00	65181	11/21/2012	Fero, Vincent	\$256.52
65107	11/21/2012	Levitt, Harriette P.	\$834.95	65182	11/21/2012	Porter, Radi Ann	\$34.44
65108	11/21/2012	LexisNexis Matthew Bender	\$1,138.09	65183	11/21/2012	Riggs, Karen C.	\$186.84
65109	11/21/2012	Lowell A. Jensen, PLC	\$1,305.00				
65110	11/21/2012	Madrid, Isabel	\$190.00				
65111	11/21/2012	Matchett, Edward W.	\$365.00				
65112	11/21/2012	McGowan, Mark J.	\$7,020.00				
65113	11/21/2012	Merle's Automotive Supply, Inc.	\$1,788.52				
65114	11/21/2012	Merle's Automotive Supply, Inc.	\$330.31				
65115	11/21/2012	Morgan, J Michael, PhD PC	\$150.00				
65116	11/21/2012	Natale, Gail Gianasi	\$1,002.05				
65117	11/21/2012	Nguyen, Nga	\$456.40				
65118	11/21/2012	Nyander, Penny Sue	\$495.20				
65119	11/21/2012	Occupational Health Centers of the Southwest, P.A.	\$269.00				
65120	11/21/2012	Office of Vital Records	\$4,807.00				
65121	11/21/2012	Pacific Corrugated Pipe dba Arizona Culvert	\$2,670.84				
65122	11/21/2012	Panayiotis A. Ellinas, MD MPH	\$100.00				
65123	11/21/2012	Panayiotis A. Ellinas, MD MPH	\$525.00				
65124	11/21/2012	Poliquin, Angela C.	\$2,283.48				
65125	11/21/2012	Porta-Pot	\$855.75				
65126	11/21/2012	PRAXIS Consulting, Inc.	\$5,121.01				
65127	11/21/2012	Purcell's Western State Tire Company	\$4,984.60				
65128	11/21/2012	Recall Secure Destruction Service, Inc.	\$15.00				

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 12/18/2012

Davis Rd. IGA/JPA 11-037I Amendment One

Submitted By: Frances Marinez, Community Development

Department: Community Development

Division: Highways

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Karen L. Lamberton

TITLE of PRESENTER: County Transportation Planner

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve Amendment 1 to IGA 11-037I dated March 6, 2012 between the State of Arizona and Cochise County for transfer of Federal Funds in the amount of \$100,000.

Background:

This proposed project is located in Cochise County, on Davis Road between SR 80 and SR 191. Two funding sources, State Transportation Program and Sec 115, High Priority Projects (Congressional Earmark), have been obtained for Right of Way activities and construction of realignment and drainage improvements at three key locations along the Davis Rd. corridor. These funds have been identified in two separate IGA/JPA's that were fully executed on September 26, 2012 and March 6, 2012.

The majority of funds identified for Right of Way activities were assigned to the Sec 115, High Priority Project fund source set out in IGA/JPA 11-037I. This IGA/JPA was tied to the Project located at milepost 9.9 which encountered unexpected delays due to sensitive cultural artifacts and environmental concerns. The other two milepost projects, located at 5.1 and 13.1, are now ready to begin Right-of-Way activities. A consultant has been selected and a final Scope of Work developed.

The Sec 115, High Priority Project fund source is allowed for use along the entire Davis Rd. corridor and was not limited to only milepost 9.9. The Transportation Improvement Program (TIP) also identified these funds for the entire corridor. This Amendment will allow identified funds for Right of Way acquisition to be transferred from the IGA/JPA linked to the Milepost 9.9 project to the IGA/JPA for the milepost 5.1 and 13.1 projects. There will be no change to the total amount of funds identified for Right of Way activities and no change to match amounts. Sufficient funds remain in this IGA/JPA for the future Right of Way activities that will be needed for milepost 9.9.

Department's Next Steps (if approved):

Once this Amendment to the existing IGA/JPA is in place, ADOT will issue a Notice to Proceed to PSOMAS, an ADOT on-call consultant, to compete this project.

Impact of NOT Approving/Alternatives:

Awarded federal funds would not be immediately available for Right of Way activities, including acquisition, for the projects at mileposts 5.1 and 13.1.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents and a copy of the approved minutes to H&F, attn: Karen Lamberton.

Attachments

Davis Rd Right-of-Way Activities

Davis Rd IGA/JPA 11-0371 Amendment One



November 27, 2012

Davis Road Right-of-Way Activities

Background:

Cochise County obtained an earmark in SAFETEA-LU for addressing drainage and safety concerns along the Davis Rd. corridor between SR80 and SR191. Three specific sites were selected for realignment and drainage improvements to provide all-weather access. Project Assessment and Environmental Clearance efforts were begun in 2007 and additional State Transportation Project funds were acquired. IGA/JPA's were completed and fully executed for these funds on September 26, 2011 (STP) and March 6, 2012 (HPP). The Project Assessment for all three mileposts (5.1; 9.9; and 13.1) was approved in May of 2011.

Current Status:

An approved Categorical Exclusion for Mileposts 5.1 and 13.1 was obtained on February 24, 2012. Final review and clearance for Milepost 9.9 is pending approval of a monitoring and testing plan for potential artifacts located at the Milepost 9.9 site. This process may take up to four months or longer. Design work for Mileposts 5.1 and 13.1 are at 95%; Milepost 9.9 at 30% with final design pending approval of the environmental documents.

Right-of-Way Acquisition:

Cochise County currently has a declared 66 feet of right-of-way for the Davis Rd. corridor. Preliminary survey, ownership and land value estimates were completed in mid-2010 but no formal action has been taken towards right-of-way acquisition. Future width of this corridor will vary between 100 and 200 feet. There are three specific sites requiring perfected right-of-way involving approximately 15 parcels with portions of the corridor located on State Lands. Right-of-Way acquisition will be phased with mileposts 5.1 and 13.1 occurring first and milepost 9.9 to follow after completion of that site's environmental review and federal authorization to proceed. Federal authorization to proceed with preliminary right-of-way activities for mileposts 5.1 and 13.1 was granted on May 23, 2012.

The additional roadway width will be required to be added per a Board of Supervisors action to the County's declared highway system before right-of-way acquisition can move forward. PSOMAS has been selected as the prime consultant to assist the County in obtaining needed right-of-way per ADOT and FHWA requirements. The consultant team has been tasked with providing all activities necessary to acquire needed rights-of-way, assisting with required public hearings and compilation of all required documentation. Close coordination with Cochise County's Right-of-Way staff is expected and the Scope of Work will include maintaining ongoing lists of State and Federal contacts; creating a flow chart and timeline of the ROW acquisition process for this project, developing exhibits as needed for public hearings and providing regular update reports of activities.

Cochise County Contact:

Karen L. Lambertson, AICP
County Transportation Planner

1415 Melody Lane, Bisbee, AZ 85603
Phone: 520-432-9240
Klamberton@cochise.az.gov

Public Programs, Personal Service

www.cochise.az.gov

ADOT File No.: IGA/JPA 11-037I
Amendment No. One
AG Contract No.: P001 2012 000034
Project: Drainage & Roadway
Improvements
Section: Davis Road SR 80 to SR 191
Project No.: CCH-0(202)A
TRACS No.: SS954 01R/01C
TIP/STIP No.: SEAGO 2012 Amend #1
Budget Source Item No.: LOCAL

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2012, to **AMEND, JPA 11-037I, executed March 6, 2012, the "Agreement,"** pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

THEREFORE, in consideration of the mutual agreements expressed herein, the Parties agree to amend the original Agreement, as follows:

Federal funds have been authorized for Project SS954 and Project SS642, the County and the State agree to transfer \$100,000.00 from Project SS954, IGA/JPA 11-037, to Project SS642, IGA/JPA 11-052.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

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

**Cochise County
 Community Development
 Department**
 Attn: Karen Lamberton, AICP
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 (520) 432-9240
 (520) 432-9278 Fax
 klamberton@cochise.az.gov

For Financial Matters:
 Cochise County
 Attn: Anissa Acedo
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 (520) 432-9300
 (520) 432-9278 Fax
 aacedo@cochise.az.gov

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

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

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

COCHISE COUNTY

STATE OF ARIZONA
 Department of Transportation

By _____
RICHARD R. SEARLE
 Chairman of the Board

By _____
DALLAS HAMMIT, P.E.
 Senior Deputy State Engineer, Development

ATTEST:

By _____
KATIE A. HOWARD
 County Clerk

IGA/JPA 11-037I
Amendment No. One

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

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

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

DATED this _____ day of _____, 2012.

County Attorney

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

Glenn Rd. Jughandle IGA/JPA 110110I

Submitted By: Frances Marinez, Community
Development

Department: Community Development

Division: Highways

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2
Submitted for Signature:NAME
of PRESENTER: Karen L. LambertonTITLE
of PRESENTER: County
Transportation
Planner

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Approve IGA 12-110I between the State of Arizona and Cochise County for the Glenn Road Jug-Handle Project.

Background:

This proposed project is located in Cochise County, on SR 92 between Canyon de Flores and Glenn Road. A raised median has been proposed with two truck turnaround features located at Golden Acres (within the City of Sierra Vista boundaries) and on Glenn Road. ADOT would acquire any additional right-of-way for the site, design and complete the work, and then turn back the jug-handle turnaround to the County. The overall design standard for the roadway cross-section will meet or exceed ADOT standards.

The Glenn Rd. intersection is just outside the current Sierra Vista city boundaries. This area is within the future annexation growth area for the City of Sierra Vista and the County has worked closely with the City of Sierra Vista to ensure that the design features for the Glenn Road jug-handle turnaround met with the City of Sierra Vista's design standards and matched the work being done on the Canyon de Flores extension.

Most of this new feature is within existing County right-of-way: any new right-of-way that is needed will be acquired by the State. This IGA/JPA is to formalize agreements by the County to take in the completed project and provide future maintenance of this facility while it remains within our control and jurisdiction. Given the standard at which this new feature will be constructed maintenance on this portion of Glenn Road is expected to be minimal for the next ten to fifteen years.

Department's Next Steps (if approved):

The State will finalize design of the SR92 Safety Median, including the Glenn Road jug-handle turnaround, with anticipated construction in the summer of 2013.

Impact of NOT Approving/Alternatives:

The State may possibly delay or remove the Glenn Road jug-handle from the project and would have to follow the requirements of ARS § 28-7209 to convey any newly acquire right-of-way and the jug-handle turnaround to the County.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the signed documents and a copy of the approved minutes to H&F, attn: Karen Lamberton.

Attachments

Agreement IGA Glenn Rd Jughandle

ADOT File No.: IGA/JPA 12-110I
AG Contract No.: P0012012003520
Project: Median Improvements &
Roundabout
Section: SR 92
TRACS No.: H7167 01C
Budget Source: 19213

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE COCHISE COUNTY

Please Do Not Enter

THIS AGREEMENT is entered into this date _____, 2012, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COCHISE COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the County.

3. The State will acquire right-of-way adjacent to Glenn Road and design, advertise, award and administer construction of raised median improvements along SR 92, Canyon de Flores extension to Golden Acres Drive, a roundabout as the new intersection, and a jug-handle turnaround along the north side of Glenn Road east of SR 92, hereinafter collectively referred to as the 'Project'. The intent of this agreement is to ascertain the County's acceptance of ownership jurisdiction and maintenance responsibilities for the jug-handle turnaround and its Glenn Road connection to SR 92. The State will request authorization of federal funds for design and development costs and for the construction and construction administration of the Project. The County agrees to waive the four year advance notification requirements of Arizona Revised Statutes Section § 28-7209 and will thereafter maintain the jug-handle turnaround and its Glenn Road connection to SR 92 while within County control and jurisdiction.

4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

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

II. SCOPE OF WORK

1. The State will:

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

b. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for the design. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

c. Upon authorization from FHWA, signing and execution of this Agreement, and approval by resolution of the State's Transportation Board, acquire ownership of property underlying the proposed jug handle turnaround adjacent to Glenn Road.

d. Upon authorization from FHWA, proceed to advertise for, receive and open bids, enter into contract(s) with a firm(s) to whom the award is made for the design and construction of the Project. Be responsible for contractor claims for additional compensation caused by or attributable to the State.

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

f. Upon signing and execution of this Agreement, approval by resolution of the State's Transportation Board and completion of construction, abandon and transfer right-of-way ownership jurisdiction and maintenance responsibilities to the County for the jug-handle turnaround and its Glenn Road connection to SR 92.

g. Be responsible for the perpetual maintenance of the portions of the Project within the State's SR 92 right-of-way.

2. The County will:

a. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

b. Waive the four year advance notification requirements of Arizona Revised Statutes § 28-7209 of the area to be abandoned, depicted in Exhibit A, once construction is complete.

c. Confer to the State Temporary Construction Easement along Glenn Road connecting the jug handle turnaround to SR 92.

d. Upon signing and execution of this Agreement by the State, approval by resolution of the State's Transportation Board and completion of construction, accept right-of-way ownership jurisdiction and maintenance responsibilities for the jug-handle turnaround and its Glenn Road connection to SR 92.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. However, any provisions for maintenance, provided by the respective parties

shall be perpetual, unless assumed by another competent entity or is determined to no longer be necessary for public use consistent with the provisions of ARS 28-7202. This Agreement may be cancelled at any time prior to award of the Project, upon thirty (30) days written notice to either party. It is understood and agreed that, in the event the County cancels this Agreement, the State shall in no way be obligated to maintain said Project.

2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the County for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.

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

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

5. The County and the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

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

7. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

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

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

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

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

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

Cochise County
Attn: Karen Lamberton
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9300
(520) 432-9338 Fax
klamberton@cochise.az.gov

12. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

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

14. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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

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

COCHISE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
RICHARD SEARLE
Chairman, Board of Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
KATIE HOWARD
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE COCHISE COUNTY

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

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

DATED this _____ day of _____, 2012.

County Attorney

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 12/18/2012

Appoint Candance Lamoree - CD Hearing Officer

Submitted By: Rick Corley, Community Development

Department: Community Development

Division: Planning & Zoning

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

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve an award of contract to Candance Lamoree for Hearing Officer Services for Community Development hearings, at \$50.00 per hour, not to exceed \$5,000, for a one year period beginning January 1, 2013, with an option to renew for four consecutive one year periods at the County's discretion.

Background:

The Community Development Department requires the services of a Hearing Officer. The Hearing Officer makes determinations on violations to the Zoning Regulations in accordance with the procedure duly adopted by the Cochise County Board of Supervisors, including, but not limited to the following:

- Function in the capacity of an administrative law judge to determine whether or not a respondent has committed a violation of the Cochise County Zoning Regulations or Cochise County Building Safety Code;
- Determine the time and place for said hearing in a timely manner, unless agreed to by the County or in the event that there are unique circumstances presented to the Hearing Officer;
- Conduct said hearing and make determination thereon;
- Prepare findings of fact and conclusion of law in support of said decisions;
- Impose civil penalties on persons adjudicated to be in violation of said regulations or codes, as applicable;
- Pursuant to A.R.S. §11-810, Hearing Officer hears appeals of dedications, exactions and the adoption or amendment of a zoning regulation that is alleged to be a taking in violation of A.R.S. §11-811.

Department's Next Steps (if approved):

Execute contract, schedule required services and monitor contract performance.

Impact of NOT Approving/Alternatives:

We would be without a Hearing Officer and could not hold hearings on violations.

To BOS Staff: Document Disposition/Follow-Up:

Obtain Chairman of the Board's signature on the contract and return documents to Zoning Administrator.

Fiscal Impact

Fiscal Year: 2013
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?: 100-1900-1930-421.000

Fiscal Impact & Funding Sources (if known):

A-87 Cost Allocation/Overhead for Activity
(This amount will be obtained from Finance and will be the amount the the County would charge to recover all of its overhead costs (usually it is a percentage of based salaries). Note: Some departments (H&F, Solid Waste are charged based on a full Cost Allocation))

Fiscal Year: 2012
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?: 100-11900-1930-421.000

Fiscal Impact & Funding Sources (if known):

A-87 Cost Allocation/Overhead for Activity
(This amount will be obtained from Finance and will be the amount that the County would charge to recover all of its overhead costs (usually it is a percentage of base salaries). Note: Some departments (H&F, Solid Waste are charged based on a full Cost Allocation)).

Attachments

Hearing Officer's Contact

SAMPLE AGREEMENT – ATTACHMENT A
COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8391 Fax: (520) 432-8397

Professional Services Agreement

Hearing Officer

Agreement No. 13-15-P&Z-04

THIS AGREEMENT is made and entered into this 18th day of December, 2012 by and between COCHISE COUNTY, hereinafter referred to as the COUNTY, and Candace Lamoree, hereinafter referred to as the HEARING OFFICER.

I. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, The Hearing Officer shall provide all services to the satisfaction of the County in accordance with the Scope of Services described in **Exhibit A**.

II. COMPENSATION AND METHOD OF PAYMENT

In consideration of the performance of the services described in the Scope of Work, the County shall pay the Hearing Officer in accordance with the fee schedule outlined in the solicitation Scope of Work, paragraph C.

The County will pay the Hearing Officer following the submission of itemized invoices(s) for the services rendered. No payment shall be issued prior to receipt of service and correct invoice. Each invoice must bear written certification by an authorized County representative confirming the services for which payment is requested have been performed. County agrees to pay all properly documented invoices, for accepted work within thirty (30) days of receipt.

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

Hearing Officer: Candace Lamoree
28 Black Knob View
Bisbee, AZ 85603-1902

County: Rick Corley, Zoning Administrator
Cochise County Community Development Department
1415 Melody Lane, Bldg "E"
Bisbee, AZ 85603

III. CONTRACT DURATION

The contract term will be valid from January 1, 2013 through December 31, 2013 with the option to extend on a year to year basis at the County's discretion for a maximum of four (4) additional one (1) year periods.

IV. TERMINATION

- A. The County may cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect any employee of, or Hearing Officer to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when written notice from the County is received by the parties to this Contract, unless the notice specifies a later time.

- B. This contract may also be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving the thirty (30) days written notice to the Hearing Officer. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

- C. The County reserves the right to cancel the whole or any part of this contract due to failure of the Hearing Officer to carry out any term, promise or condition of the contract. The County will issue a written ten (10) day notice of default to the Hearing Officer for acting or failing to act any of the following, in the opinion of the County:
 - 1. Hearing Officer provides personnel who do not meet the requirements of the contract;
 - 2. Hearing Officer fails to adequately perform the stipulations, conditions, or services/specifications required in the contract;
 - 3. Hearing Officer attempts to impose on the County personnel, materials, products, or workmanship that is not of an acceptable quality;
 - 4. Hearing Officer fails to furnish the required service and/or product within the time stipulated in the contract;
 - 5. Hearing Officer fails to make progress in the performance of the requirements of the contract and/or gives the County a positive indication that Hearing Officer will not or cannot perform to the requirements of the contract.

V. ENFORCEMENT, LAWS AND ORDINANCES

This agreement shall be enforced under the laws of the State of Arizona. Hearing Officer must comply with all applicable federal, state, and local laws, ordinances, and regulations. Hearing Officer shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Hearing Officer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Hearing Officer.

VI. INDEPENDENT CONSULTANT

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint ventures, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

The Hearing Officer is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Hearing Officer should make arrangements to directly pay such expenses, if any.

The County will not provide any insurance coverage to the Hearing Officer including Workmen's Compensation coverage.

VII. MODIFICATIONS

This Agreement may only be modified by a written amendment signed by persons duly authorized to enter into contracts on behalf of the County and the Hearing Officer.

VIII. WAIVER

The failure of either party of this Agreement to take affirmative action with respect to any conduct of the other which is in violation of the terms of this contract shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IX. INDEMNIFICATION

To the fullest extent permitted by law, Hearing Officer agrees to indemnify, defend, and hold harmless Cochise County, a body politic and corporate of the State of Arizona, its board members, officers, employees, agents and other officials from all claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of work or services under this Agreement, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Hearing Officer, or anyone for whose acts Hearing Officer may be liable. Cochise County reserves the right, but not the obligation, to participate in defense without relieving Hearing Officer of any obligation hereunder.

The amount and type of insurance required shall not in any way be construed as limiting the scope of the indemnification set forth above.

X. INSURANCE

Insurance is not required for this contract

XI. MISCELLANEOUS PROVISIONS

- A. No assignment of this Agreement or subcontract shall be made by the Hearing Officer with any other party for furnishing any of the services herein contracted for without the advance written approval of the Procurement Department.
- B. The Hearing Officer shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the County.
- C. All services, information, computer program elements, reports, and other deliverables which may have a potential patent or copyright value and which are created under this Agreement shall be the property of the County and shall not be used by the Hearing Officer or any other person except with the prior written permission of the County.
- D. This Agreement is subject to the provisions of A.R.S. Sec. 38-511.
- E. The Hearing Officer shall comply with all applicable provisions of the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

XII. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

Hearing Officer hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Hearing Officer's employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Hearing Officer shall further ensure that each sub consultant who performs any work for the Hearing Officer under this contract likewise complies with the State and Federal Immigration Laws.

The County shall have the right at any time to inspect the books and records of the Hearing Officer and any sub contractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of the Hearing Officer's or any sub contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting the Hearing Officer to penalties up to and including suspension or termination of this Contract. If the breach is by a sub contractor, and the subcontract is suspended or terminated as a result, the Hearing Officer shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement sub consultant, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

The Hearing Officer shall advise each sub consultant of the County's rights, and the sub consultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"The sub contractor hereby warrants that it will at all times during the term of this contract comply with all federal laws applicable to the sub contractor's employees and with the requirements of A.R.S. §23-214(A). The sub contractor further agrees that the County may inspect the sub contractor's books and records to insure that the sub contractor is in compliance with these requirements. Any breach of this paragraph by the sub contractor will be deemed to be a material breach of this contract subjecting the sub contractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section shall be responsibility of the Hearing Officer. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of the Hearing Officer's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which the Hearing Officer shall be entitled to an extension of time, but not costs.

XII. FOREIGN INVESTMENT AND BUSINESS OPERATIONS:

By signing this agreement Hearing Officer certifies that it does not have scrutinized business operations in Iran and Sudan as per A.R.S sec. 35-297.

This Agreement represents the entire agreement between the County and the Hearing Officer relating to this requirement and shall prevail over any and all previous verbal and written agreements.

Hearing Officer:

County:

Signature

Date

Signature

Date

Richard R. Searle
Chairman

EXHIBIT "A" - SCOPE OF SERVICES

- A. Hearing Officer makes determinations on violations to the Zoning Regulations in accordance with procedures duly adopted by the Cochise County Board of Supervisors, including, but not limited to the following:
- Function in the capacity of an administrative law judge to determine whether or not a respondent has committed a violation of the Cochise County Zoning Regulations or Cochise County Building Safety Code
 - Conduct said hearing and make determinations thereon
 - Prepare findings of fact and conclusions of law in support of said decisions
 - Impose civil penalties on persons adjudicated to be in violation of said regulations or codes, as applicable
- B. Pursuant to A.R.S. §11-810, Hearing Officer hears appeals of dedications, exactions and the adoption or amendment of a zoning regulation that is alleged to be a taking in violation of A.R.S. §11-811.
- C. The Board of Supervisors may, at its discretion, and with the consent of the Hearing Officer, assign the Hearing Officer to preside over administrative appeals of other matters, as well.

EXHIBIT B – FEE SUMMARY

In consideration of the performance of the services described in Exhibit A, Scope of Services, the County shall pay the Consultant Fifty Dollars (\$50.00) per hour with a maximum of eight (8) hours per day, with the total not to exceed Four Hundred Dollars (\$400.00) per day. The maximum annual amount paid shall not exceed Five Thousand Dollars (\$5,000.00).

Invoices shall be submitted following each hearing. The number of hours submitted by the Consultant shall be rounded to the nearest one-tenth of an hour.

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

2013 Annual Operating and Financial Plan

Submitted By: Marc Denney, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME Marc Denney

TITLE Commander

of PRESENTER:

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 2013 Annual Operating and Financial Plan between the Cochise County Sheriff's Office and the USDA, Forest Service Coronado National Forest for the period of October 1, 2012 through September 30, 2013, with a total annual operating budget in the amount of \$13,111.92.

Background:

This operating agreement is an on-going agreement between the USDA, Forest Service Coronado National Forest, to provide funding to the Sheriff's Office to cover overtime expenses for deputies to patrol the Coronado National Forest during pre-arranged operating periods designated within the contract in pre-determined locations.

Department's Next Steps (if approved):

Once approved and fully executed, the agreement will go into affect, and operations will commence on the dates and areas designated and requested in the agreement. The Sheriff's Office can begin drawing down of funds as needed to cover re-imbusement for overtime expenditures on patrol efforts in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved, the patrolling efforts in the Coronado National Forest will be limited, as the Sheriff's Office will not have additional funding for deputies to cover these additional areas, in access of the regular patrolled areas on normal duty hours.

To BOS Staff: Document Disposition/Follow-Up:

Once approved and signed by the board provide both copies to Commander Marc Denney to be fully executed by the USDA. Once fully executed an original copy will be provided to the board for their files.

Attachments

Coronado Agreement



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 13

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-LE-11030518-001		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 001	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Coronado National Forest 300 W Congress St., Tucson, AZ 85701			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Cheri Bowen, Patrol Captain Coronado National Forest 300 W. Congress, Tucson, AZ 85701		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Rodney Rothrock, Chief Deputy Executing Office of Sheriff, Cochise County Sheriff's Department 205 N. Judd, Bisbee, AZ 85603			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add FY13 funding in the amount of 10,000.00 for patrols.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2013 Annual Operating and Financial Plan

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COCHISE COUNTY SIGNATURE (Signature of Signatory Official)		11.B. DATE SIGNED 11/15/2012		11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)		11.D. DATE SIGNED	
11.E. NAME (type or print): RODNEY ROTHROCK				11.F. NAME (type or print): JIM UPCHURCH			
11.G. TITLE (type or print): Chief Deputy Executing Office of Sheriff, Cochise County Sheriff's Department				11.H. TITLE (type or print): Forest Supervisor, Coronado National Forest			
11.I. COCHISE COUNTY SIGNATURE (Signature of Signatory Official)		11.J. DATE SIGNED		11.K. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)		11.L. DATE SIGNED	
11.M. NAME (type or print): Terry Bannon				11.N. NAME (type or print): ROBIN L. POAGUE			
11.O. TITLE (type or print): Deputy County Attorney Legal Counsel, Cochise County				11.P. TITLE (type or print): Special Agent in Charge, Southwestern Region			



USDA Forest Service

OMB 0596-0217
FS-1500-19

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE
SIGNED

ANDREA G. SEPULVEDA

U.S. Forest Service Grants & Agreements Specialist



INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
 - Change in Performance = updated performance period agreed to.
 - Change in Funding = obligation OR de-obligation amount and new totals.
 - Administrative = change in pay address, administrator address, correcting typing errors, etc.
 - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



FS Agreement No. 12-LE-11030518-001
Cooperator Agreement No. _____

EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN
Between The
COCHISE COUNTY SHERIFF'S DEPARTMENT
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST**

2013 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #12-LE-11030518-001 executed on November 14, 2011. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning October 1, 2012 and ending September 30, 2013.

Previous Year Carry-over FY12: \$3,111.92
Current Fiscal Year Obligation: \$10,000.00
FY13 Total Annual Operating Plan: \$13,111.92

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principle Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rodney Rothrock, Chief Deputy Executing Office of Sheriff Cochise County Sheriff's Office Address: 205 N. Judd City, State, Zip: Bisbee, AZ 85603 Telephone: 520.432.9505 FAX: 520.432.3517 Email: rrothrock@co.cochise.az.us	Name: Marc Denney, Commander Cochise County Sheriff's Office Address: 205 N. Judd City, State, Zip: Bisbee, AZ 85603 Telephone: 520.432.9505 FAX: 520.432.7603 Email: mdenney@co.cochise.az.us



Principle U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cheri Bowen, Patrol Captain Coronado National Forest Address: 300 W. Congress City, State, Zip: Tucson, AZ 85701 Telephone: 520.388.8430 FAX: 520.388.8413 Email: cbowen@fs.fed.us	Name: Joshua Bidderman, Law Enforcement Officer, Coronado National Forest, Sierra Vista Ranger District Address: 5990 S. Hwy 92 City, State, Zip: Hereford, AZ 85615 Telephone: 520.378.0311 FAX: 520.378.0519 Email: jbidderman@fs.fed.us

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- \$0.69/mile patrolled
- Per diem rate is \$103.00/day
- Wages at the prevailing rate of \$56.90/hour plus fringe benefits for the individual officer at the rate of \$13.17/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

Please see attachment A

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Please see attachment A

Total reimbursement for this category shall not exceed the amount of: \$13,111.92. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$13,111.92.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

IV. EQUIPMENT:



See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: \$0.00

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression and fire severity situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the Forest Service are not reimbursable.

Upon request and concurrence by the Sheriff's Department,



The Sheriff's Department shall:

- a. Provide to the Forest Service, fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statements of expenditures to the Forest Service for the fire severity or fire suppression situation services requested by the Forest Service, at the address below:
 - a. Cheri Bowen, Patrol Captain (local unit, as per the Cooperative LE Agreement)
Coronado National Forest
300 W. Congress
Tucson, AZ 85701

The Patrol Captain will review and approve the invoice, and forward the invoice and support documentation to Incident Finance for payment.

Billing requests will include the following information:

Cooperator's Name, address, phone number and agency financial contact
Invoice or Bill number;
Resource Order number(s);
Appropriate incident number (State code or Forest Service P-code and override);
Cooperative Law Enforcement Agreement number;
Dates of the incident covered by the billing; and
Location and jurisdictional unit of the incident.
Summary cost data for the amount being billed:



Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on numbers of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A resource order number must be issued by the Forest Service to support each request. The resource order number will be provided to the Sheriff's Office by the Forest Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B above.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency for Sections II, III, and IV shall be quarterly, not to exceed \$10,000.00



B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	13,111.92	N/A
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	\$13,111.92	N/A

C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. See *Cooperative Law Enforcement Agreement Provision IV-D*.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

RODNEY ROTHROCK, Chief Deputy Executing
Office of Sheriff
Cochise County Sheriff's Department

11/15/2012

Date

JIM UPCHURCH, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

11-16-12

Date

Legal Counsel, Cochise County



ROBIN L. POAGUE
Special Agent in Charge, Southwestern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.

ANDREA G. SEPULVEDA
U.S. Forest Service Grants Manager

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Attachment A

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)

FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345

FR 688 (4WD)- Stronghold Canyon West

FR 345- Middlemarch Road, Gordon Tank wash, Duran Well

FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345

FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345

FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon

FR 795 (4WD)- Carlink Spring, Broken Arrow Camp

FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Develeoped recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360

FR 360 (4WD)-Hog Canyon, intersects with FR 63

FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191

FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42

FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42

FR 713 (4WD)- intersects FR 42A, Ash Springs.

FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42

FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak

FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank

FR 356 –Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek

FR 41-West Turkey Creek, Sycamore, Intersects SR 181

FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon

FR 74E- Red Rock, Bathtub, Cypress Park

FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 12/18/2012

Certification of FY 2011-2012 Court Revenues

Submitted By: Regan Appelo, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**TITLE** N/A**of PRESENTER:****of PRESENTER:****Mandated Function?:** Federal or State Mandate**Source of Mandate** ARS
or Basis for Support?: 41-2421

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:**

Certify that the total court revenues collected in Fiscal Year 2011/2012 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Background:

In 1999, the Arizona Legislature enacted A.R.S. §41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative). Pursuant to A.R.S. § 41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those "set-aside" dollars are to be disbursed to the below-outlined criminal justice agencies. The certification of each year's revenues exceeding the base year must be done by the Board of Supervisors in order for those funds to be properly allocated. Total court General Fund revenues for FY 2011-2012 were \$2,818,208.47 compared to the FY 1997-1998 total of \$2,100,024, an increase of \$718,184.47.

Department's Next Steps (if approved):

Certification and distribution of funds

Impact of NOT Approving/Alternatives:

Without the Board's official certification, these funds cannot be properly allocated.

To BOS Staff: Document Disposition/Follow-Up:

Notify Regan C Appelo, Court Administration, when approved for distribution of funds through Finance.

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 total amount of the 5% set-aside for FY2012 was \$356,028.87 which, upon the Board's action, will be distributed as follows:

57.37% to the court	\$204,253.76
21.61% to the county attorney	\$ 76,937.84
20.53% to indigent defense	\$ 73,092.73
0.49% to the state	\$ 1,744.54

Attachments

Memo/Rev comp



SUPERIOR COURT OF ARIZONA
COCHISE COUNTY
OFFICE OF THE COURT ADMINISTRATOR

MEMORANDUM

To: Mike Ortega, County Administrator
From: Eric Silverberg, Court Administrator
Date: November 21, 2012
Subject: Revenue Certification

In 1999, the Arizona Legislature enacted A.R.S. §41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (popularly referred to as the Fill the Gap initiative). Pursuant to A.R.S. § 41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those "set-aside" dollars are to be disbursed to the below-outlined criminal justice agencies. The certification of each year's revenues exceeding the base year must be done by the Board of Supervisors in order for those funds to be properly allocated.

In this agenda item, the court is requesting certification that total court revenues for FY 2011-2012 exceeded total court revenues for the base fiscal year 1997-1998. This certification is necessary to enable the courts, the county attorney and the public defender to receive their respective share of the revenue set-aside funds in compliance with the Fill the Gap initiative.

Total court General Fund revenues for FY 2011-2012 were \$2,818,208.47 compared to the FY 1997-1998 total of \$2,100,024, an increase of \$718,184.47. The total amount of the 5% set-aside for FY 2011-2012 was \$356,028.87 which, upon the Board's action, will be distributed as follows:

57.37% to the court	\$204,253.76
21.61% to the county attorney	\$ 76,937.84
20.53% to indigent defense	\$ 73,092.73
0.49% to the state	\$ 1,744.54

The court's share of this fund will be utilized to support the Superior Court Division 5 criminal case processing enhancement project which has been the established utilization of these funds in Cochise County since the creation of A.R.S. § 41-2421. For further clarification, you will find attached a copy of the statute itself along with other financial documentation.

Inasmuch as the annual certification of court revenues is a statutory requirement for disbursement of the 5% set-aside funds, I respectfully request that the item be placed on the consent agenda of the Board's December 4th meeting.

Cc: Ed Rheinheimer, County Attorney
Mark Suagee, Public Defender

JUDICIAL BRANCH REVENUE COMPARISON FY 97/98 AND FY11/12

DEPARTMENT	GEN FUND 97/98	FY11/12	INC/DEC	% INC/DEC
ADULT PROBATION	\$0.00	\$0.00	\$0.00	N/A
CLERK/SUPERIOR COURT	\$185,227.00	\$224,711.27	\$39,484.27	21.32%
JUSTICE COURTS	\$1,803,225.00	\$2,554,436.56	\$751,211.56	41.66%
JUVENILE PROBATION	\$111,572.00	\$39,026.94	-\$72,545.06	-65.02%
COURT ADMINISTRATION	\$0.00	\$33.70	\$33.70	100.00%
TOTAL	\$2,100,024.00	\$2,818,208.47	\$718,184.47	34.20%

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

IGA for Certified Water Operator Services

Submitted By: Eddie Levins, Facilities

Department: Facilities

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME Eddie Levins

of PRESENTER:

TITLE Facilities

of PRESENTER: Director

Mandated Function?: Federal or State Mandate

Source of Mandate ARS11-952
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve IGA between Cochise County and the City of Douglas for state required testing and monitoring of the Bisbee-Douglas International Airport (BDI) water supply system, effective November 23, 2012 to January 1, 2014.

Background:

There are two (2) full-time maintenance personnel assigned at the Bisbee-Douglas International Airport. One of the employees, the certified water services technician, is scheduled for retirement on November 29, 2012. For better use of personnel resources, the vacated position will be reassigned to the Bisbee area. To ensure continued compliance with the Arizona Department of Environment Quality (ADEQ) inspection requirements, the County desires to establish an IGA with the City of Douglas to provide state required testing and monitoring of the BDI water system.

Department's Next Steps (if approved):

Provide access to the City of Douglas to perform daily inspections, and required monthly testing/monitoring of water supply system.

Impact of NOT Approving/Alternatives:

The County will not be able to comply with mandatory ADEQ requirements for testing and reporting of test results.

To BOS Staff: Document Disposition/Follow-Up:

Two (2) original copies of the IGA is being provided to the Clerk of the Board. Please return one original copy to Facilities after execution of signatures.

Fiscal Impact

Fiscal Year:

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

Ongoing Costs? (\$\$\$): 11,316

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

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

Source of Funding?: BDI Contingency

Fiscal Impact & Funding Sources (if known):

The IGA will be funded from BDI contingency.

Attachments

IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COCHISE COUNTY
AND
THE CITY OF DOUGLAS
FOR A CERTIFIED WATER OPERATOR SERVICES AT BDI**

THIS AGREEMENT is made by and between Cochise County (“County”) and the City of Douglas (“City”), for the joint exercise of their powers in providing water services at Bisbee-Douglas International Airport (“BDI”).

WHEREAS, the County owns and controls real property known BDI; and

WHEREAS, the County leases part of BDI to the Arizona Department of Public Corrections for the operation of a minimum and medium security prison; and

WHEREAS, for the benefit of the prison, and for other operations at BDI, the County operates a water supply system; and

WHEREAS, to comply with State water quality laws and regulations, the County employs a certified water technician to test and monitor the water supply; and

WHEREAS, as of November 23, 2012, the County will no longer have a certified water technician in its employment; and

WHEREAS, the City employs a certified water technician who can test and monitor the water supply at BDI; and

WHEREAS, pursuant to A.R.S. § 11-952, the County and City are authorized to enter into this intergovernmental agreement for joint and cooperative action for testing and monitoring the water supply at BDI.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to set out the understanding of the parties as to their mutual responsibilities and rights regarding the testing and monitoring of the water supply at BDI.

2. Term. This Agreement shall become effective November 23, 2012. This Agreement shall continue to be binding upon the parties until January 1, 2014, unless terminated as provided herein. Modifications may be made only upon execution of a written amendment signed by the parties hereto.

3. City's Obligations. The City will provide a certified water technician to test and monitor the County's water supply system at BDI and to ensure that it complies with all federal and state laws, regulations and rules.

4. County's Obligations. The County will compensate the City at the rate of \$943 per month, which is based upon an expectation that the certified water technician, in performing his responsibilities, will spend one hour per day for each day of the month. If additional time is necessary, and if authorized by the County's Facilities Director or his designee, the County will compensate the City at the rate of \$31/hour, billed in increments of no less than a quarter of an hour.

5. Workers' Compensation. For the purposes of Workers' Compensation, an employee of either party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, the other party pursuant to this Agreement, is deemed to be an employee of both the party who is the employee's primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in AR.S. § 23-1022(D).

1. The primary employer party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity.

2. Each party to this Agreement shall comply with the provisions of AR.S. § 23-1022(E) by posting the required public notice.

6. Termination for Cause. This Agreement may be terminated by either party for cause for material default of any obligations under this Agreement; provided, however, that termination by the County shall not affect its payment obligations for past services.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511, which are incorporated herein by reference.

8. Compliance with Non-Discrimination Laws. To the extent applicable, the parties shall comply with all laws and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities.

9. Audit and Records. Both parties agree to retain all accounts, reports, files and other records relating to this Agreement for five (5) years after termination of this Agreement and to open such records for reasonable inspection and audit by the other party during that period.

10. Indemnification. Each party agrees to be responsible for the conduct of its operations and performance of Agreement obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope

of their position, agency or employment while performing duties undertaken pursuant to this Agreement. This indemnification provision shall survive termination of the Agreement.

11. General Provisions.

- 11.1 The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization.
- 11.2 This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the parties to this Agreement.
- 11.3 Should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 11.4 This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
- 11.5 The headings used in this Agreement are for convenience only and are not a substantive part of this Agreement.
- 11.6 Neither party may assign a duty or responsibility under this Agreement without the prior written consent of the other party.
- 11.7 Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), Contractor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S. §§ 35-391(15) and 35-393(12), respectively.

12. Counterparts. This IGA may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the IGA.

13. Notice. Written notice shall be provided by sending the notice by first class mail to:

For County: Eddie Levins
1415 Melody Lane, Building C
Bisbee, AZ 85603

For City: Lauren A. Ortega, P.E.
425 10th Street
Douglas, AZ 85607

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

CITY OF DOUGLAS

COCHISE COUNTY



Carlos A. De La Torre, City Manager

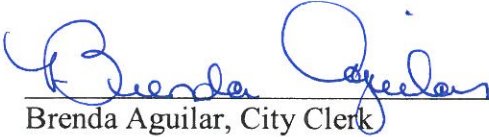
Richard Searle, Chairman

Date: 11-14-12

Date: _____

Attest:

Attest:



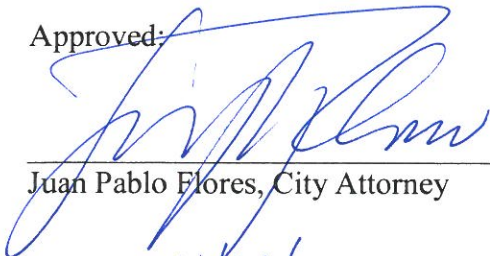
Brenda Aguilar, City Clerk

Katie Howard, Clerk of the Board of Supervisors

The above Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned legal counsel for each of the parties who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the parties.

Approved:

Approved:



Juan Pablo Flores, City Attorney

Britt Hanson, Chief Civil Deputy
Cochise County Attorney

Date: 11/14/2012

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

Contract Renewal - Aviation Fuel

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 0

Submitted for Signature:

NAME N/A

TITLE N/A

of PRESENTER:

of PRESENTER:

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. 09-33-FAC-02 for General Aviation Gasoline and Jet Aviation Fuel to Ascent Aviation Group, Inc. in the estimated amount of \$300,000 for the period of January 1, 2013 through December 31, 2013.

Background:

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

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

Department's Next Steps (if approved):

Issue blanket purchase order & monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No action required.

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):

Estimates are based on calendar year to date and anticipated expenditures. Fuel purchased is charged back to users of the airport at cost plus a profit. Therefore, there is no direct impact to the general fund.

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

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: 12/18/2012

Docket R-12-03 (RAD Ordinance Update)

Submitted By: Keith Dennis, Community Development

Department: Community Development

Division: Planning & Zoning

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME of PRESENTER: Keith Dennis

TITLE of PRESENTER: Planner II

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable): R-12-03

Information

Agenda Item Text:

Adopt Ordinance 044-12, approving staff-recommended text changes to the County Rural Addressing Program to conform to state guidelines for road signage standards in the County and to make the program, which is responsible for assigning addresses and road names for new development, more efficient and effective; effective thirty days after approval.

Background:

COCHISE COUNTY RURAL ADDRESSING ORDINANCE UPDATE

I. BACKGROUND AND PROPOSED CHANGES

Cochise County adopted an Ordinance establishing a Rural Addressing system in 1990. Since then, the Ordinance has been updated twice, in 2003 and 2006. The Staff-initiated proposal to be considered as Docket R-12-03 is a small set of amendments to the RAD Ordinance. The proposed changes are highlighted in yellow in the attached Exhibit A. The most significant change, which prompted Staff to bring these changes before the Board, deals with the allowed color scheme for private and non-maintained roads. The Manual on Uniform Traffic Control Devices (MUTCD) provides the guidelines for road signage standards in the County. The MUTCD changed in 2009 to require that signage on private roads and non-County maintained roads feature white lettering on a blue background. The Highway Staff have updated their standards to reflect this, and the Rural Addressing Ordinance needs to be similarly updated (See page 2 of Exhibit A, attached). Additionally, the standard practice of utilizing white letters on a brown background for road signs in national parks, forests, and monuments, has been codified in the proposed changes.

II. RECOMMENDATION

Staff recommends the Board approve Docket R-12-03, making the changes to the Rural Addressing Ordinance as suggested by staff effective thirty days after date of approval.

Department's Next Steps (if approved):

If the Board of Supervisors approves the Docket, the next step would be for the Chairman to sign the Ordinance

Impact of NOT Approving/Alternatives:

If the Board does not approve the Docket, the County Rural Addressing Ordinance will remain unchanged.

To BOS Staff: Document Disposition/Follow-Up:

If the Board approves the Docket, please record the signed Ordinance and return a copy to the Planning Staff.

Attachments

R-12-03 Staff Memo

R-12-03 Ordinance Exhibit A

R-12-03 Legal Notice

R-12-03 Powerpoint

Ordinance_Final



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors
Through: Michael J. Ortega, County Administrator

FROM: Keith Dennis, Planner II *KD*
For: Beverly Wilson, Deputy Director Planning Division *BW*

SUBJECT: Docket R-12-03 (RAD Ordinance Update)

DATE: December 4, 2012 for the December 18, 2012 Meeting

COCHISE COUNTY RURAL ADDRESSING ORDINANCE UPDATE

I. BACKGROUND AND PROPOSED CHANGES

Cochise County adopted an Ordinance establishing a Rural Addressing system in 1990. Since then, the Ordinance has been updated twice, in 2003 and 2006. The staff-initiated proposal to be considered as Docket R-12-03 is a small set of amendments to the RAD Ordinance.

The proposed changes are highlighted in yellow in the attached Exhibit A. The most significant change, which prompted staff to bring these changes before the Board, deals with the allowed color scheme for private and non-maintained roads. The Manual on Uniform Traffic Control Devices (MUTCD) provides the guidelines for road signage standards in the County. The MUTCD changed in 2009 to require that signage on private roads and non-County maintained roads feature white lettering on a blue background. The Highways staff have updated their standards to reflect this, and the Rural Addressing Ordinance needs to be similarly updated (See page 2 of Exhibit A, attached). Additionally, the standard practice of utilizing white letters on a brown background for road signs in national parks, forests, and monuments, has been codified in the proposed changes.

II. RECOMMENDATION

Staff recommends the Board approve Docket R-12-03, making the changes to the Rural Addressing Ordinance as suggested by staff.

Sample Motion: *Mr. Chairman, I move to approve Docket R-12-03, amending the Rural Addressing Ordinance per staff recommendation.*

III. ATTACHMENTS

A. Resolution with Exhibit, Legal Notice

EXHIBIT A:

COCHISE COUNTY RURAL ADDRESSING ORDINANCE

1. The Rural Addressing Department of the Planning Division will assign addresses within grids in Cochise County, excluding the Fort Huachuca Military Reservation and the incorporated areas of County municipalities. The Rural Addressing Section will identify current physical addresses, as designated in this ordinance.

2. **Definitions:**

For purposes of this Ordinance:

- A. "Road" means "street" or "highway" as defined in ARS § 28-101.49.
- B. "Private Road" MEANS a travel way on private property or private easements that provides access to more than two parcels;
- C. Non-parceled property means a piece of real property that does not have a tax parcel identification number assigned (highway or drainage right-of-way, federal and state property etc.).

3. **Road Naming Principles:**

- A. Except as specified in F below, all roads, streets and highways shall be named.
- B. Private Roads that provide access to more than two parcels, whether all are occupied or not shall be named.
- C. Avoid duplication. There should be no duplication of road names or numbers used as names. An exception to the no-duplication rule may occur when a 'court' or 'cul-de-sac' has the same name as the road from which it originates. Similar sounding names are considered to be duplications, regardless of spelling.
- D. Road names may not consist of words that have a profane, ethnic or insulting meaning in any language in common use in the County; if an acronym is used for the name, it may not have any meaning that violates these criteria.
- E. Foreign language street names having a valid translation into English street type equivalents may be used where appropriate, in conjunction with roads named in that language.
- F. Roads that currently follow the same alignment and connect, yet have more than one (1) name, will be subject to re-naming to a single name. Roads that are non-contiguous, but that are likely to be connected in the future, shall be given the same name when they are connected.
- G. Road segments that are broken by excessive distance, or geographic or topographic features, that make it unlikely that the road segments will be connected in the future, may retain or be given different names.
- H. The continuation of an existing road shall be given the same name even if the road curves. However, if a road makes a 90-degree or sharper angle, and runs in a new direction for more than 500-feet, the name may be changed.
- I. The length of a road name shall not exceed 20 letters or characters, including spaces. Directionals shall precede the road name and suffixes shall use U.S. postal standard abbreviations as depicted in the examples below.



- J. Continuing roads are recommended to be designated as “Drive”, “Boulevard”, “Road”, “Avenue”, “Street”, “Highway”, “Parkway” or “Trail”.
- K. Loop streets may be designated as a “Circle” or “Loop”.
- L. A dead-end road that extends to a boundary of a subdivision shall be designated as a continuing street.
- M. A cul-de-sac road of 300 feet or more may have a separate name from the road of its origin.
- N. Compass designations are required on sections or segments of roads with the same name unless a city/town road does not have a compass designation, and the:
 - (1) Road is an extension or segment of a city or town road;
 - (2) Street is divided between a city/town and the county; and
 - (3) Access to adjacent property is onto the city/town road.
- O. A cul-de-sac road of less than 300 feet in length shall have the same name as the road of its origin.
- P. If property owners purchase and install road signs, the signs must conform to the Manual on Uniform Traffic Control Devices by the US Department of Transportation and Federal Highway Administration (MUTCD) with County-approved names for private roads.
 - (1) Signs on highways and County maintained roads shall be white letters on a green background.
 - (2) Signs on County non-maintained roads or private roads shall be white letters on a blue background.
 - (3) Signs on all named roads within State and National Parks, Forests, Monuments, Riparian Areas and Reserves shall be white letters on a brown background.

4. Addressing Principles:

The following principles will be used when assigning address numbers or changing address numbers within each grid in Cochise County:

- A. Even numbers should always be on one side of the road and odd numbers should be on the other side, consistent within the grid area.
- B. The numbering system should allow for expansion to accommodate future growth in the area.

5. Procedures:

The following procedures will be used when naming or renaming roads within each grid in Cochise County.

- A. County Rural Addressing personnel shall determine the need to name or rename a road based on

the criteria established in this ordinance.

- B. Unless a petition for road naming/renaming is received, County Rural Addressing personnel shall assign a road name in accordance with procedures established below.
- C. In order to name or re-name a road, Rural Addressing personnel will send ballots offering three road name choices to the owners of record of occupied residential and commercial properties--i.e., properties being lived on, or on which businesses are being operated, or which are undergoing the residential/ nonresidential permit process--on the road to be named or renamed. The ballots must be returned to Rural Addressing within 15-days. Of the ballots that are returned in a timely manner, the name that receives **2/3** of the votes will be made the official name of the road. If no selection obtains **2/3** of the votes, Rural Addressing personnel will select the official name from the three ballot choices.
- D. The owner of an occupied property on any road may submit a Road Naming/Renaming Petition, together with the non-refundable application fee. A road name will be designated based upon this Petition if the applicant submits written approval of **2/3** of the other owners of occupied properties along this road. The Rural Addressing Department will assist petitioners in determining whether or not a property is occupied and in obtaining a listing of property owners along the road to be named or renamed from the County Assessor's Office. The petitioner shall have the responsibility of contacting these owners and obtaining the necessary approval. If approval from **2/3'S** of these owners is not obtained, the petition will be denied.
- E. The Rural Addressing Section is authorized to develop and implement forms and procedures as necessary to implement this road naming/renaming process.
- F. Rural Addressing personnel are authorized to enter onto all properties within the County that are to be serviced by 9-1-1 Emergency units in order to verify driveway and building locations and to deliver Rural Addressing materials.

6. Public Necessity:

Unless Rural Addressing determines that there is a public necessity for a road name, road names shall not be assigned on roads serving undeveloped properties except:

- A. Road names may be assigned before permits are issued within the survey boundaries for unsubdivided land surveys requiring a public report from the Arizona department of real estate. The subdivider shall be responsible for the cost of road signs and installation.
- B. Road names shall be assigned for subdivision final plats before permits are issued. The subdivider shall be responsible for the cost of road signs and installation.
- C. Road names selected for unsubdivided land surveys and subdivisions shall be approved by county rural addressing.

7. Responsibility for Posting Address Numbers:

- A. The owner of record of a property to which an address number has been assigned will be notified of that number in writing at the time a building/zoning permit is issued. Address numbers will be provided by the County.
- B. Within 60-days after the receipt of such written notification, the owner of record of the property to which an address number has been assigned shall affix address numbers made from durable, reflective materials on that property in a location that is clearly visible to emergency service providers. In the event that assigned, legible and visible numbers already exist on the property, they may remain as posted.

- (1) When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, address numbers should be affixed to either a tree, fence, or lawn stake so that these numbers are visible from both directions on the road on which the house is addressed.
 - (2) On a corner lot, the address number should face the road named in the address.
- C. Numerals indicating the assigned numbers for each principal building on a property shall be posted in a manner as to be legible and distinguishable from the road on which the property is addressed. If a principal building is occupied by more than one business or family dwelling unit, each separate front entrance may display a separate number.
- D. It shall be the duty of the owner upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned by the Rural Addressing Department.

8. New addresses:

- A. Address numbers **MAY** be assigned to each proposed lot or tract on surveyor's copies of subdivision final plats.
- B. Addresses shall not be issued for vacant lots or non-parceled property, except;
- (1) When required for utility hookups on vacant land; or
 - (2) When required for hookups on non-parceled land that serve utility or government agency communications, signaling, telemetry or aircraft navigation equipment
 - (3) **When necessary to file an application for a State or Federal license. If the requested license is not issued the address shall be withdrawn.**

9. Master Street Address Guide Coordinator (MSAG):

The County MSAG Coordinator shall:

- A. Maintain the MSAG by updating addressing street information to the MSAG Data Base;
- B. Ensure coordination between MSAG and Rural Addressing Master Street Name List databases;
- C. Resolve Automatic Location Information (ALI) and Automatic Numbering Identification (ANI) routing problems;
- D. Provide accurate information to the telephone service providers to update and/or correct their customer databases;
- E. Serve as a coordinating point for MSAG changes between all Public Safety Answering Points (PSAP) in the county and the switching database vendor for the enhanced 9-1-1 (E 9-1-1-) system;
- F. Maintain a countywide street name list and provide guidance to cities to avoid duplicated or confusing street name assignments;
- G. Determine the emergency service zone information for all street addresses in the county;
- H. Provide addressing information to the Cochise County information technologies department for the mapping database used for the 9-1-1 system;
- I. Establish and maintain policies and procedures to protect the privacy of telephone subscriber information obtained during the course of the coordinator's normal duties; and
- J. Serve as the interface with the 9-1-1 switching database vendor for any PSAP operated for Cochise County.

10. Fee Schedule:

The fee schedule for processes and services shall be as set forth in the adopted Planning and Zoning Fee Schedule as amended from time to time.

11. Enforcement, Violations and Penalties:

- A. The rules of procedure for hearings on Zoning Violations before the County Hearing Officer shall also apply to violation proceedings arising under this Ordinance.
- B. Law enforcement officers, the County Zoning Inspector, building inspectors, Rural Addressing Department personnel and the Planning Director may initiate a complaint or citation for violations of this Ordinance.
- C. The Hearing Officer who has been designated to hear Zoning Violation proceedings under the Cochise County Zoning Regulations shall also hear any violation proceedings under this Ordinance.
- D. Enforcement by Civil Penalty: In the event that the owner of record of any house or building refuses to comply with the terms of this Ordinance by failing to affix the number assigned within 60-days or by failing to remove invalid numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty. The owner shall be provided 30-days written notice to remedy the deficiency.
- E. For a first violation of this Ordinance, the penalty shall not exceed fifty (\$50.00) dollars for a person or enterprise.
- F. For a second or subsequent violation arising out of the same facts, the penalty shall not be less than fifty (\$50.00) dollars for a person or enterprise, and shall not be more than two hundred (\$200.00) dollars for an enterprise.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

The Cochise County Planning and Zoning Commission hereby gives notice that a Public Hearing will be held at or after 10:00 a.m. on Tuesday, December 18, 2012, in the Board of Supervisors Hearing Room at 1415 Melody Lane, Building G, Bisbee, Arizona, to consider the following:

Docket R-12-03 (Rural Addressing Ordinance Update): The Board of Supervisors will hold a public hearing to consider and act upon proposed amendments to the County Rural Addressing Ordinance, which establishes the conventions under which roads are named and addresses are assigned in unincorporated Cochise County. The proposed amendments clarify the color of street name signs and lettering.

Details of the above docket are on file in the office of the Cochise County Planning Department, 1415 Melody Lane, Bisbee, Arizona, Building E, and may be examined during office hours (Monday through Friday, 8 a.m. to 5 p.m.). Questions or comments may be directed to Senior Planner, Keith Dennis at 520-432-9240, or at kdennis@cochise.az.gov. All persons interested in said matter may appear at said public hearing at said time and place and show cause why said amendments should or should not be approved.

Dated November 19, 2012

Richard Searle, Chairman, Cochise County Board of Supervisors

Publish: *Bisbee Observer*

Publish: No later than November 29, 2012



R-12-03 (RAD Ordinance Update)

Proposed Text Changes to the County Rural Addressing Ordinance

Board of Supervisors, December 18, 2012



Docket R-12-03 (RAD Ordinance Update)

- ◆ Rural Addressing Ordinance first adopted in 1990; updated 2003 and 2006;
- ◆ Changes in MUTCD sign color standards precipitated changes to Ordinance;
- ◆ Other minor changes also proposed.



Recommended Changes – Sign Colors

- ◆ MUTCD sign standards for non-maintained roads were changed in 2010;
- ◆ Initially white on red background, then green on white, now white on blue;
- ◆ RAD Ordinance needs to reflect current standards.

MAINTAINED RD.

NON-MAINTAINED RD.



Recommended Changes – Sign Colors

- ◆ Add section header “Road Naming Principals;”
- ◆ Signs in National Parks, Forests, Monuments, Riparian Areas and Reserves to be white letters on brown background;
- ◆ Addresses may be issued for vacant parcels if needed for an application for a State or Federal license/permit.



Staff Recommendation



Staff recommends the Board approve the changes presented as Docket R-12-03.

ORDINANCE 044-12

COCHISE COUNTY RURAL ADDRESSING ORDINANCE

Pursuant to authority of A.R.S. §§ 11-251 and 11-251.05 the Cochise County Board of Supervisors hereby revise and replace the Cochise County Rural Addressing Ordinance, previously adopted by Resolution 86-70 on October 1, 1990, and amended by Resolution 03-32 on May 27, 2003, and again by Resolution 06-12, on January 24, 2006, in order to conform to state guidelines for road signage standards in the County and to make the County's Rural Addressing Program, which is responsible for assigning addresses and road names for new development, more efficient and effective.

Upon the effective date of this amended Cochise County Rural Addressing Ordinance, all existing regulations and ordinances, or any portions of them, in conflict or inconsistent with this amended Ordinance shall be deemed to be repealed. This Ordinance shall take effect 30 days after its approval by the Cochise County Board of Supervisors.

1. The Rural Addressing Department of the Planning Division will assign addresses within grids in Cochise County, excluding the Fort Huachuca Military Reservation and the incorporated areas of County municipalities. The Rural Addressing Section will identify current physical addresses, as designated in this ordinance.

2. **Definitions:**

For purposes of this Ordinance:

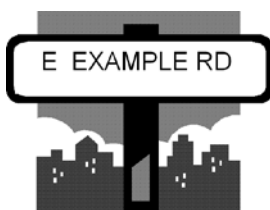
- A. "Road" means "street" or "highway" as defined in ARS § 28-101.49;
- B. "Private Road" MEANS a travel way on private property or private easements that provides access to more than two parcels; and
- C. "Non-parceled property" means a piece of real property that does not have a tax parcel identification number assigned (highway or drainage right-of-way, federal and state property etc.).

3. **Road Naming Principles:**

- A. Except as specified in F below, all roads, streets and highways shall be named.

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Re: Cochise County Rural Addressing Ordinance
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- B. Private Roads that provide access to more than two parcels, whether all are occupied or not shall be named.
- C. Avoid duplication. There should be no duplication of road names or numbers used as names. An exception to the no-duplication rule may occur when a ‘court’ or ‘cul-de-sac’ has the same name as the road from which it originates. Similar sounding names are considered to be duplications, regardless of spelling.
- D. Road names may not consist of words that have a profane, ethnic or insulting meaning in any language in common use in the County; if an acronym is used for the name, it may not have any meaning that violates these criteria.
- E. Foreign language street names having a valid translation into English street type equivalents may be used where appropriate, in conjunction with roads named in that language.
- F. Roads that currently follow the same alignment and connect, yet have more than one (1) name, will be subject to re-naming to a single name. Roads that are non-contiguous, but that are likely to be connected in the future, shall be given the same name when they are connected.
- G. Road segments that are broken by excessive distance, or geographic or topographic features, that make it unlikely that the road segments will be connected in the future, may retain or be given different names.
- H. The continuation of an existing road shall be given the same name even if the road curves. However, if a road makes a 90-degree or sharper angle, and runs in a new direction for more than 500-feet, the name may be changed.
- I. The length of a road name shall not exceed 20 letters or characters, including spaces. Directionals shall precede the road name and suffixes shall use U.S. postal standard abbreviations as depicted in the examples below.



- J. Continuing roads are recommended to be designated as “Drive”, “Boulevard”, “Road”, “Avenue”, “Street”, “Highway”, “Parkway” or “Trail”.
- K. Loop streets may be designated as a “Circle” or “Loop”.

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- L. A dead-end road that extends to a boundary of a subdivision shall be designated as a continuing street.
- M. A cul-de-sac road of 300 feet or more may have a separate name from the road of its origin.
- N. Compass designations are required on sections or segments of roads with the same name unless a city/town road does not have a compass designation, and the:
 - (1) Road is an extension or segment of a city or town road;
 - (2) Street is divided between a city/town and the county; and
 - (3) Access to adjacent property is onto the city/town road.
- O. A cul-de-sac road of less than 300 feet in length shall have the same name as the road of its origin.
- P. If property owners purchase and install road signs, the signs must conform to the Manual on Uniform Traffic Control Devices by the US Department of Transportation and Federal Highway Administration (MUTCD) with County-approved names for private roads.
 - (1) Signs on highways and County maintained roads shall be white letters on a green background.
 - (2) Signs on County non-maintained roads or private roads shall be white letters on a blue background.
 - (3) Signs on all named roads within State and National Parks, Forests, Monuments, Riparian Areas and Reserves shall be white letters on a brown background.

4. Addressing Principles:

The following principles will be used when assigning address numbers or changing address numbers within each grid in Cochise County:

- A. Even numbers should always be on one side of the road and odd numbers should be on the other side, consistent within the grid area.
- B. The numbering system should allow for expansion to accommodate future growth in the area.

5. Procedures:

The following procedures will be used when naming or renaming roads within each grid in Cochise County.

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- A. County Rural Addressing personnel shall determine the need to name or rename a road based on the criteria established in this ordinance.
- B. Unless a petition for road naming/renaming is received, County Rural Addressing personnel shall assign a road name in accordance with procedures established below.
- C. In order to name or re-name a road, Rural Addressing personnel will send ballots offering three road name choices to the owners of record of occupied residential and commercial properties--i.e., properties being lived on, or on which businesses are being operated, or which are undergoing the residential/ nonresidential permit process--on the road to be named or renamed. The ballots must be returned to Rural Addressing within 15-days. Of the ballots that are returned in a timely manner, the name that receives **2/3** of the votes will be made the official name of the road. If no selection obtains **2/3** of the votes, Rural Addressing personnel will select the official name from the three ballot choices.
- D. The owner of an occupied property on any road may submit a Road Naming/Renaming Petition, together with the non-refundable application fee. A road name will be designated based upon this Petition if the applicant submits written approval of **2/3** of the other owners of occupied properties along this road. The Rural Addressing Department will assist petitioners in determining whether or not a property is occupied and in obtaining a listing of property owners along the road to be named or renamed from the County Assessor's Office. The petitioner shall have the responsibility of contacting these owners and obtaining the necessary approval. If approval from **2/3'S** of these owners is not obtained, the petition will be denied.
- E. The Rural Addressing Section is authorized to develop and implement forms and procedures as necessary to implement this road naming/renaming process.
- F. Rural Addressing personnel are authorized to enter onto all properties within the County that are to be serviced by 9-1-1 Emergency units in order to verify driveway and building locations and to deliver Rural Addressing materials.

6. Public Necessity:

Unless Rural Addressing determines that there is a public necessity for a road name, road names shall not be assigned on roads serving undeveloped properties except:

- A. Road names may be assigned before permits are issued within the survey boundaries for unsubdivided land surveys requiring a public report from the Arizona department of real estate. The subdivider shall be responsible for the cost of road signs and installation.
- B. Road names shall be assigned for subdivision final plats before permits are issued. The subdivider shall be responsible for the cost of road signs and installation.

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- C. Road names selected for unsubdivided land surveys and subdivisions shall be approved by county rural addressing.

7. Responsibility for Posting Address Numbers:

- A. The owner of record of a property to which an address number has been assigned will be notified of that number in writing at the time a building/zoning permit is issued. Address numbers will be provided by the County.
- B. Within 60-days after the receipt of such written notification, the owner of record of the property to which an address number has been assigned shall affix address numbers made from durable, reflective materials on that property in a location that is clearly visible to emergency service providers. In the event that assigned, legible and visible numbers already exist on the property, they may remain as posted.
 - (1) When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, address numbers should be affixed to either a tree, fence, or lawn stake so that these numbers are visible from both directions on the road on which the house is addressed.
 - (2) On a corner lot, the address number should face the road named in the address.
- C. Numerals indicating the assigned numbers for each principal building on a property shall be posted in a manner as to be legible and distinguishable from the road on which the property is addressed. If a principal building is occupied by more than one business or family dwelling unit, each separate front entrance may display a separate number.
- D. It shall be the duty of the owner upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned by the Rural Addressing Department.

8. New addresses:

- A. Address numbers **MAY** be assigned to each proposed lot or tract on surveyor's copies of subdivision final plats.
- B. Addresses shall not be issued for vacant lots or non-parceled property, except;
 - (1) When required for utility hookups on vacant land;
 - (2) When required for hookups on non-parceled land that serve utility or government agency communications, signaling, telemetry or aircraft navigation equipment; or
 - (3) When necessary to file an application for a State or Federal license. If the requested license is not issued the address shall be withdrawn.

9. Master Street Address Guide Coordinator (MSAG):

The County MSAG Coordinator shall:

- A. Maintain the MSAG by updating addressing street information to the MSAG Data Base;
- B. Ensure coordination between MSAG and Rural Addressing Master Street Name List databases;
- C. Resolve Automatic Location Information (ALI) and Automatic Numbering Identification (ANI) routing problems;
- D. Provide accurate information to the telephone service providers to update and/or correct their customer databases;
- E. Serve as a coordinating point for MSAG changes between all Public Safety Answering Points (PSAP) in the county and the switching database vendor for the enhanced 9-1-1 (E 9-1-1-) system;
- F. Maintain a countywide street name list and provide guidance to cities to avoid duplicated or confusing street name assignments;
- G. Determine the emergency service zone information for all street addresses in the county;
- H. Provide addressing information to the Cochise County information technologies department for the mapping database used for the 9-1-1 system;
- I. Establish and maintain policies and procedures to protect the privacy of telephone subscriber information obtained during the course of the coordinator's normal duties; and
- J. Serve as the interface with the 9-1-1 switching database vendor for any PSAP operated for Cochise County.

10. Fee Schedule:

The fee schedule for processes and services shall be as set forth in the adopted Planning and Zoning Fee Schedule as amended from time to time.

11. Enforcement, Violations and Penalties:

- A. The rules of procedure for hearings on Zoning Violations before the County Hearing Officer shall also apply to violation proceedings arising under this Ordinance.

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- B. Law enforcement officers, the County Zoning Inspector, building inspectors, Rural Addressing Department personnel and the Planning Director may initiate a complaint or citation for violations of this Ordinance.
- C. The Hearing Officer who has been designated to hear Zoning Violation proceedings under the Cochise County Zoning Regulations shall also hear any violation proceedings under this Ordinance.
- D. Enforcement by Civil Penalty: In the event that the owner of record of any house or building refuses to comply with the terms of this Ordinance by failing to affix the number assigned within 60-days or by failing to remove invalid numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty. The owner shall be provided 30-days written notice to remedy the deficiency.
- E. For a first violation of this Ordinance, the penalty shall not exceed fifty (\$50.00) dollars for a person or enterprise.
- F. For a second or subsequent violation arising out of the same facts, the penalty shall not be less than fifty (\$50.00) dollars for a person or enterprise, and shall not be more than two hundred (\$200.00) dollars for an enterprise.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 18th day of December, 2012.

Richard R. Searle, Chairman
Board of Supervisors

ATTEST:

Gussie Motter
Deputy Clerk of the Board

APPROVED AS TO FORM:

Adam Ambrose
Civil Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 12/18/2012

Approve Board appointments and memberships for 2012

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: Katie Howard

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: Clerk of the Board

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2013 Calendar Year and approve continuing annual memberships for 2013, with payment of associated dues as described herein.

Background:

Once each year in January, the Board of Supervisors is requested to affirm or amend memberships with organizations deemed to be of countywide benefit, and to authorize payment of associated dues, when applicable. The organizations that the Board approved membership in, for 2012, appear on the attached listing along with dues amounts (if any). At the same time, the Board is asked to consider renewing or revising its appointments to various committees and boards on which a member of the Board of Supervisors sits.

Department's Next Steps (if approved):

Notify organizations of continuing membership and of Board member designated to be representative. Board staff will process payment of dues upon receipt of invoices for each of the approved memberships on the attached spreadsheet unless the membership is not renewed by the Board.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

See department's next steps, above.

Attachments

2013 Committee and Board Assignments

Committee or Board Assignments for BOS &/or Executive Staff & Annual Membership Dues

Board, Commission, Committee or Group	Member(s)	Appointed By	Effective Start Date	Effective End Date	Regular Meeting Location	Membership Dues 2011-2012	Membership Dues 2012-2013	BUDGET:	
Arizona Association of Counties (AACO)	Ann English	N/A			Arizona	\$ 15,361.50	\$ 15,361.50		
Arizona Counties Insurance Pool (ACIP)	Mike Ortega	N/A							
Arizona Homeland Security Coordinating Council	Mike Ortega	N/A	Jul-07	through present	Phoenix				
Arizona-Mexico Commission/Border Issues Committee	Mike Ortega	N/A	Jul-07	through present	N/A				
Board for Professional Engineers, Land Surveyors and Geologists	Mike Ortega	N/A	Jul-07	through present	N/A	\$ 187.50			Not yet invoiced
Board of Health	Ann English	Board of Supervisors		through present	Bisbee				
Arizona City / County Management Association (ACMA)	Mike Ortega Jim Vlahovich	N/A			Phoenix	\$ 549.39			Not yet invoiced
Arizona Rural Development Council	Mike Ortega	N/A	Jul-07	through present	Phoenix				
Arizona Town Hall	Pat Call Mike Ortega Jim Vlahovich	N/A		through present	Arizona	\$ 300.00			Not yet invoiced
Civil Service Commission	Mike Ortega	Board of Supervisors	Jul-07	through present					
Coalition of Arizona-New Mexico of Counties	Richard Searle	Board of Supervisors		through present	N/A	\$ 2,600.00	\$ 2,600.00		
Cochise College Economic Forum Sponsor	All	N/A		through present	Cochise County	\$ 2,000.00			Not yet invoiced
Coronado Resource Conservation & Development	Richard Searle	Board of Supervisors				\$ 150.00	\$ 150.00		
Corrections Officers Retirement Plan Board (CORP)	Ann English	Board of Supervisors		through present	Bisbee				
CSA (County Supervisors Association)	Pat Call Ann English Richard Searle	N/A		through present	Phoenix	\$ 46,251.00	\$ 46,251.00		
CSA / Legislative Policy Committee (LPC)	Ann English	Board of Supervisors	1/8/2008	through present	Phoenix				
CSA / County Managers Association	Mike Ortega	N/A	Jul-07	through present	Phoenix				
FEMA Board	Richard Searle	Board of Supervisors		through present	Bisbee				
Latino Advisory Council	Mike Ortega	Governor	Jul-07	through present	Phoenix				
Growing Smarter Oversight Committee	Pat Call	Governor	Jan-01	through present	N/A				
Huachuca 50	Pat Call	Board of Supervisors	2002	through present	Sierra Vista	\$ 200.00			Not yet invoiced
Housing Authority of Cochise County(HACC) Board of Commissioners	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee				
Council Appointment - Region 5 (South)	Pat Call	Governor	10/19/2006	through present	Phoenix				
Local Area Impact Assessment Group (LAIAG), BOS Liaison	Richard Searle	Board of Supervisors	6/6/2006	through present	Bisbee				
Military Affairs Commission	Pat Call	Governor	8/14/2006	through present	Phoenix				
National Association of Counties (NACo)	Cochise County	N/A		through present	Washington, D.C.	\$ 2,404.00			Not yet invoiced
Public Lands Advisory Committee, BOS Liaison	Richard Searle	Board of Supervisors	8/14/2007	through present	Bisbee				
Public Safety Retirement Board	Ann English	Board of Supervisors		through present	Bisbee				
SEAGO Administrative Committee	Mike Ortega	N/A	Jul-07	through present	Bisbee				
SEAGO Executive Committee	Ann English	Board of Supervisors	1/8/2008	through present	Bisbee	\$ 8,027.50	\$ 18,139.00		(2011-12 2nd half of semi-annual payment; 2012-13 annual payment)
Statewide Water Advisory Group	Pat Call	Governor	2006	through present	Phoenix				
US/Mexico Border County Coalition	Pat Call Ann English Richard Searle	N/A		through present	Washington, D.C.	\$ 8,485.56	\$ 8,485.56		
USPP Partnership Advisory Commission	Pat Call Ann English Richard Searle	N/A		through present	Sierra Vista				
USPP Executive Committee	Pat Call Mike Ortega	N/A		through present	Sierra Vista				
TOTALS:						\$ 86,516.45	\$ 90,987.06		
UNEXPENDED BALANCE:						\$ 28,483.55	\$ 26,012.94		