

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, May 21, 2013 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 May 7, 2013.
2. Approve the appointments of the following persons as Precinct Committee person for the Democrat Party of Cochise County: Precinct #33 SV Estates, Jose Garcia; and Precinct #34 SV Hopi, Caleb Webb.

Community Development

3. Approve the renewal of Contract No. IFB 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the estimated amount of \$75,000 for the period of July 1, 2013 through June 30, 2014 for the Community Development Highway and Floodplain Division.
4. Approve the renewal of Contract No. IFB 11-44-HFP-04 for Concrete and related items for the Community Development Highway and Floodplain Division to various contractors in the estimated aggregate amount of \$150,000 for the period of July 1, 2013 through June 30, 2014.

Finance

5. Approve demands and budget amendments for operating transfers.

Health

6. Approve the renewal of contracts for Professional Services, Agreement No. 12-26-BOS-03 B-D for Transportation Services for the Pima County Medical Examiner Contract to Espinoza Funeral Home in Bisbee, Richardson's Funeral Home in Benson and West Mortuary in Willcox for the period of July 1, 2013 – June 30, 2014

PUBLIC HEARINGS

Community Development

7. Adopt Resolution 13-12, altering the establishment and acquiring the right-of-way of Davis Road, a County Highway, at milepost 5.1 and 13.1, as described therein.

ACTION

Board of Supervisors

8. Uphold or amend the Assessor's Notice of Proposed Correction for parcel 124-13-024 (Walden).
9. Approve IGA with AHCCCS for Supplemental Payments to Disproportionate Share Hospitals, which authorizes the County to contribute money to obtain Federal matching funds for the benefit of Southeast Arizona Medical Center.
10. Approve IGA with AHCCCS for Safety Net Hospital and Health System Funding, which authorizes the County to contribute money to obtain Federal matching funds for the benefit of Southeast Arizona Medical Center.

Community Development

11. Approve a letter from the Board of Supervisors affirming the Electromagnetic (EM) Spectrum within Ft. Huachuca's Buffalo Soldier Electronic Test Range (BSETR) as a Natural Resource for Bureau of Land Management (BLM) Planning and Management Purposes for the Southline Transmission Project (project).

Fleet

12. Approve the renewal of Contract No. IFB 12-22-HFM-04 for Bulk Fuel (diesel & unleaded) to Union Distributing in the estimated amount of \$2,212,088 for the period of June 21, 2013 through June 11, 2014 for the Fleet Management Department.

Health

13. Approve the Billing Services Contract between Cochise Health and Social Services and The Arizona Partnership for Immunizations (TAPI), a non-profit Arizona corporation effective for a one year term with automatic annual renewals.

Solid Waste

14. Approve the award of Invitation for Bids IFB No. 13-30-SWD-04 to Southwestern Scale Company, Inc. for the purchase of two transfer station above ground truck scales for the Solid Waste Department in the amount of \$77,440.36 tax included; one scale will be installed at the Sierra Vista Transfer Station the other will be located at the Douglas Transfer Station.

STATE & FEDERAL LEGISLATION

15. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

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: 05/21/2013

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of May 7, 2013.

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, MAY 7, 2013**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, May 7, 2013 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Ann English, Chairman; Richard Searle, Vice-Chairman (telephonically); Patrick Call, Supervisor; Mike Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Britt Hanson, Chief Civil Deputy County Attorney; and Arlethe Rios, Assistant to the Clerk of the Board.

Chairman English called the meeting to order at 10:25 a.m.

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ROLL CALL – All three supervisors present.

PRESENTATION

A short video describing the recently awarded Federal Lands Grant project for Ash Canyon Creek presented by Karen Lamberton, County Transportation Planner. Ms. Lamberton explained what the grant would cover and the benefits to the community. She said that staff from Federal Lands would be in the County on May 14th to scope the project.

Mr. Ortega said that he had been part of the Board who rated statewide projects and said it was easy for him as well as the other members to rate this project at the top because of positive community impact and low costs.

Supervisor Call congratulated Ms. Lamberton and asked to be updated as the project progressed.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 23, 2013.
2. Ratify Proclamation for Law Day in Cochise County, presented on May 1, 2013.

Community Development

3. Approve the County Engineer's recommendation to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1, as specified in project plans identified as Federal Aid Project No. STP CCH-0(200), on file in the Office of the County Engineer, and schedule a public hearing for May 21, 2013.

County Attorney

4. Approve the proposed settlement of the Tax Appeal in LBUBS 2004-C2 Highway 90 Retail LLC v. Cochise County, TX2012-000577 (Assessor Parcel Numbers 107-16-027, 107-16-031, 107-16-032A), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
5. Approve the proposed settlement of the Tax Appeal in JEAN DAVIS v. Cochise County, ST2012-000825 (Assessor Parcel Numbers 109-11-031 and 109-11-030), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
6. Approve the proposed settlement of the Tax Appeal in Title Security of Arizona Trust 963 v. Cochise County, ST2012-000706, concerning 66 parcels of vacant land (unimproved lots at Red Hawk II subdivision, also known as Red Hawk at J6 Ranch) now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Facilities

7. Approve Amendment Four to ADC Agreement No. 090098DC with the Arizona Department of Corrections, for extension of the stated agreement for a period of 18 months, effective November 9, 2012 through May 10, 2014 with the understanding that a new lease will be executed no later than May 10, 2014.

Finance

8. Approve demands and budget amendments for operating transfers.

Warrants Nos. 69160-69299,68324-69473 were issued in the amount of \$1,098,202.32.

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	Albert Young	\$30.24
100	Arthur Weisberger	115.00
251	Charles R. Enriquez	58.58
100	Doug McCabe	89.00
100	Eric Wakatani	85.00

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

Fleet

9. Approve the sale of a 2000 Chevy C-3500 Utility Patch Truck #2105, declared surplus by the Fleet Management Department, to the Cochise County Fair Association in the amount of \$1,500.

Health

10. Approve the renewal of IGA# ADHS13-041535, Immunization Program, between the Arizona Department of Health Services and Cochise Health & Social Services, funded annually, with an anticipated maximum billable amount of \$86,273, for salary/fringe benefits of \$50,000 plus additional reimbursable activities at a per unit assigned value, for the five year period of 1/1/13 – 12/31/17.

Supervisor Call made a motion to approve items 1-10 of the Consent Agenda. Vice-Chairman Searle seconded the motion and it carried unanimously.

ACTION

Community Development

11. Approve an Intergovernmental Agreement (IGA) between the City of Sierra Vista and Cochise County for road maintenance, paving and other public works projects; this agreement shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary.

Ms. Karen Riggs, Interim Community Development Director presented this item. Ms. Riggs stated that this IGA is similar to other IGAs with other cities in the County and that it automatically renews every year unless requested by the city. She explained that specific projects would not be approved individually, but would be part of the annual work plan.

Supervisor Call moved to approve an Intergovernmental Agreement (IGA) between the City of Sierra Vista and Cochise County for road maintenance, paving and other public works projects; this agreement shall run for a period of one year and shall automatically renew at the end of that period unless either party gives notice to the contrary. Vice-Chairman Searle seconded the motion.

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

12. Approve the placement of statutory liens on the 11 parcels listed in the staff memo to recover costs to the County of abating hazards on those parcels.

Mr. Rick Corley, Zoning Administrator, presented this item using a PowerPoint presentation. Mr. Corley stated that the liens would recover costs of hazard abatements and showed pictures of the properties. He said that the prior hazard abatement ordinance required the Board to approve these types of liens because they were all abated before the current ordinance. He stated that staff was recommending approval.

Supervisor Call moved to approve the placement of statutory liens on the 11 parcels listed in the staff memo to recover costs to the County of abating hazards on those parcels. Vice-Chairman seconded the motion.

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

County Attorney

13. Approve the Intergovernmental Agreement (IGA) between Pima County and Cochise County for Restoration to Competency Services for a three year term effective upon full execution.

Mr. Mike Ortega, County Administrator presented this item. Mr. Ortega said that this IGA was an extension of an existing IGA. He said the changes were simple and mostly involved how medicines were ordered for the prisoners. He clarified that the same flat fee per prisoner was still in place and this change did not increase the budget for this service. He briefly described the program as a whole and said that the partnership with Pima County was beneficial for our County taxpayers.

Supervisor Call moved to approve the Intergovernmental Agreement between Pima County and Cochise County for Restoration to Competency Services for a three year term effective upon full execution. Vice-Chairman Searle seconded the motion.

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

Health

14. Approve the Standard Participation Agreement between Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc., effective for a one year term with automatic annual renewals.

Mr. Ray Falkenberg, Administrative Services Manager, presented this item. Mr. Falkenberg reviewed the details of the agreement and said it was a strategic expansion of private services that is available to County citizens.

Supervisor Call moved to approve the Standard Participation Agreement between Cochise Health & Social Services and Blue Cross & Blue Shield of Arizona, Inc., effective for a one year term with automatic annual renewals. Vice-Chairman Searle seconded the motion.

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

CALL TO THE PUBLIC

Chairman English opened the Call to the Public.

Jack Cook addressed the Board on matters of personal concern.

Ms. Jere Fredenberg addressed the Board on her concerns regarding planning and zoning processes, the advisory board, and building code changes being made without further public input.

No one else chose to speak and Chairman English closed the Call to the Public.

STATE & FEDERAL LEGISLATION

15. Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda, the proposed State budget.

No action was taken on this agenda item.

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

Mr. Ortega reported that staff was on the last week of budget discussions with departments and has a work session scheduled with the Board to give them an update next Tuesday.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1

Supervisor Call said he would be attending an Upper San Pedro Partnership meeting and looking at their strategic plan and encouraged the other Board members to fill out the strategic plan survey to help with the future direction of the group.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2

Chairman English deferred report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3

Vice-Chairman Searle deferred report.

Chairman English adjourned the meeting at 10:58 a.m.

Ann English, Chairman

ATTEST:

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 5.7.13

68902	04/17/2013	Arizona Department of Revenue	\$50.00	68978	04/18/2013	Arizona Supreme Court	\$200.00
68903	04/17/2013	Bursey & Associates, P.C.	\$305.16	68979	04/18/2013	Arizona Supreme Court	\$9.00
68904	04/17/2013	Bursey & Associates, P.C.	\$192.25	68980	04/18/2013	Arizona Supreme Court	\$200.00
68905	04/17/2013	CitiFinancial-Chandler	\$48.94	68981	04/18/2013	B&S Supply Co, Inc	\$1,487.46
68906	04/17/2013	Colonial Supplemental Insurance	\$29.50	68982	04/18/2013	Baker & Taylor, Inc.	\$795.09
68907	04/17/2013	Correction Officers	\$308.68	68983	04/18/2013	Bank of America	\$141,255.52
68908	04/17/2013	DCS	\$343.28	68984	04/18/2013	Bl Incorporated	\$25.38
68909	04/17/2013	GMAC, c/o Jennifer A. Christie	\$20.72	68985	04/18/2013	Bourke, Nancy	\$1,980.00
68910	04/17/2013	Guglielmo, Paul D.	\$191.64	68986	04/18/2013	Bowie Chamber of Commerce	\$25.00
68911	04/17/2013	Gurstel Chargo PA	\$399.63	68987	04/18/2013	Bowie Water Improvement District	\$39.79
68912	04/17/2013	JP Morgan Chase	\$878,170.15	68988	04/18/2013	Breaching Technologies, Inc.	\$1,770.00
68913	04/17/2013	JP Morgan Chase	\$313,417.04	68989	04/18/2013	Brown & White Inc	\$4,289.01
68914	04/17/2013	JP Morgan Chase	\$36,302.49	68990	04/18/2013	Cardinal Health Inc.	\$364.00
68915	04/17/2013	NACO West	\$24,235.78	68991	04/18/2013	CDW Government	\$4,828.05
68916	04/17/2013	National Bank	\$8,073.61	68992	04/18/2013	CEMEX Construction Materials South, LLC	\$512.47
68917	04/17/2013	NYS Child Support Processing Center	\$49.00	68993	04/18/2013	Center for Disease Detection, LLC	\$472.00
68918	04/17/2013	Pennsylvania SCDU	\$25.00	68994	04/18/2013	Centerline Supply West	\$6,694.63
68919	04/17/2013	Pre-paid Legal Services, Inc. dba LegalShield	\$1,163.84	68995	04/18/2013	CenturyLink	\$31.24
68920	04/17/2013	Public Safety Retirement Syst	\$1,001.80	68996	04/18/2013	CenturyLink	\$95.88
68921	04/17/2013	Seidberg Law Offices, P.C.	\$248.89	68997	04/18/2013	CenturyLink	\$624.08
68922	04/17/2013	Support Payment Clearinghouse	\$7,016.42	68998	04/18/2013	CenturyLink	\$95.82
68923	04/17/2013	Surety Acceptance Corp	\$85.25	68999	04/18/2013	CenturyLink	\$30.62
68924	04/17/2013	TIAA-CREF as agent for JPMorgan Chase	\$4,476.00	69000	04/18/2013	CenturyLink	\$32.08
68925	04/17/2013	U.S. Department of Education	\$160.79	69001	04/18/2013	Chief Supply, Inc.	\$139.00
68926	04/17/2013	United Way	\$80.00	69002	04/18/2013	Cochise County Farmers Association	\$1,015.59
68927	04/17/2013	Arizona Water Company	\$6,861.38	69003	04/18/2013	Cover Shop (The)	\$159.78
68928	04/17/2013	Benson, City of	\$291.34	69004	04/18/2013	Culligan of Tucson	\$448.26
68929	04/17/2013	Cable One	\$99.95	69005	04/18/2013	DiRoberto, Joseph	\$3,747.49
68930	04/17/2013	CenturyLink	\$349.32	69006	04/18/2013	Dorado Personnel, Sierra Vista Personnel	\$1,740.38
68931	04/17/2013	CenturyLink	\$5,129.83	69007	04/18/2013	Espinoza-Soto, Mario	\$159.40
68932	04/17/2013	CenturyLink	\$66.63	69008	04/18/2013	Federal Express Corporation	\$23.48
68933	04/17/2013	CenturyLink	\$62.20	69009	04/18/2013	Garcia, Alexis Pricilla	\$171.60
68934	04/17/2013	Melies, William Robert	\$40.00	69010	04/18/2013	Gonzales, Mario A.	\$177.28
68935	04/17/2013	Southwest Gas Corporation	\$13,704.24	69011	04/18/2013	Granite Construction Company	\$775.75
68936	04/17/2013	Sparkletts	\$43.98	69012	04/18/2013	Granite Construction Company	\$3,711.86
68937	04/17/2013	Sparkletts	\$19.31	69013	04/18/2013	Guinane, Christina Ann	\$581.25
68938	04/17/2013	Sprint	\$67.25	69014	04/18/2013	Hamilton, Linda T.	\$515.00
68939	04/17/2013	Sulphur Springs Valley Elec Coop, Inc.	\$17,964.75	69015	04/18/2013	Hodges Glass Co Inc	\$1,322.30
68940	04/17/2013	Sulphur Springs Valley Elec Coop, Inc.	\$1,490.50	69016	04/18/2013	JE Fuller/Hydrology & Geomorphology, Inc.	\$3,171.25
68941	04/17/2013	Verizon Wireless	\$419.23	69017	04/18/2013	Jensen's Sierra Vista Mortuary	\$500.00
68942	04/18/2013	Arizona Counties Insurance Pool	\$104,218.59	69018	04/18/2013	KE&G Construction Inc.	\$240,099.09
68943	04/18/2013	AOC Corrections Officer Retire	\$17,174.93	69019	04/18/2013	KE&G Construction Inc.	\$34,544.20
68944	04/18/2013	Correction Officers	\$14,589.71	69020	04/18/2013	Keefe Supply Company	\$1,521.84
68945	04/18/2013	Public Safety Retirement Syst	\$67,038.76	69021	04/18/2013	Language Line Services, Inc.	\$53.72
68946	04/18/2013	Public Safety Retirement Syst	\$19,743.54	69022	04/18/2013	Legend Technical Services, Inc.	\$89.00
68947	04/18/2013	FasPsych, LLC	\$1,560.00	69023	04/18/2013	LexisNexis Matthew Bender	\$276.06
68948	04/18/2013	Adele Drumlevitch, Attorney-At-Law	\$4,470.00	69024	04/18/2013	Lindroos, Gary D.	\$100.00
68949	04/18/2013	Adventure Coyote	\$260.00	69025	04/18/2013	Little Caesars	\$71.25
68950	04/18/2013	Alejandres Upholstery	\$127.31	69026	04/18/2013	Lowell A. Jensen, PLC	\$2,400.00
68951	04/18/2013	Alex Espinosa's Bisbee Funeral Home	\$2,333.00	69027	04/18/2013	Madden Preprint Media	\$2,000.00
68952	04/18/2013	AmeriPride Linen and Apparel Service	\$310.29	69028	04/18/2013	Maddux & Sons Inc	\$112,500.00
68953	04/18/2013	Applied Rite Doors & Docks, Inc.	\$487.55	69029	04/18/2013	Maddux & Sons Inc	\$69,677.96
68954	04/18/2013	ARAMARK Services, Inc.	\$5,911.86	69030	04/18/2013	Maddux & Sons Inc	\$5,472.85
68955	04/18/2013	ARAMARK Services, Inc.	\$45,342.44	69031	04/18/2013	Maddux & Sons Inc	\$1,038.58
68956	04/18/2013	Arizona Daily Star (The)	\$185.01	69032	04/18/2013	Maddux & Sons Inc	\$3,498.13
68957	04/18/2013	Arizona Department of Corrections - Douglas	\$68.00	69033	04/18/2013	Martinez, Sergio I Ph.D.	\$1,950.00
68958	04/18/2013	Arizona Department of Corrections - Douglas	\$34.00	69034	04/18/2013	McEachern, Janelle Esq	\$200.00
68959	04/18/2013	Arizona Department of Corrections - Douglas	\$834.00	69035	04/18/2013	McGowan, Mark J.	\$5,440.00
68960	04/18/2013	Arizona Department of Corrections - Douglas	\$65.25	69036	04/18/2013	Merle's Automotive Supply, Inc.	\$888.96
68961	04/18/2013	Arizona Department of Corrections - Douglas	\$396.75	69037	04/18/2013	Merle's Automotive Supply, Inc.	\$1,645.10
68962	04/18/2013	Arizona Department of Corrections - Douglas	\$184.50	69038	04/18/2013	Micro Distributing II, LTD	\$936.00
68963	04/18/2013	Arizona Department of Corrections - Douglas	\$49.50	69039	04/18/2013	Nina L. Caples, P.C.	\$1,442.80
68964	04/18/2013	Arizona Department of Corrections - Douglas	\$171.00	69040	04/18/2013	Norment Security Group Inc.	\$409.60
68965	04/18/2013	Arizona Department of Corrections - Douglas	\$29.75	69041	04/18/2013	Nyander, Penny Sue	\$277.30
68966	04/18/2013	Arizona Department of Education	\$210.00	69042	04/18/2013	Office Max	\$91.55
68967	04/18/2013	Arizona Department of Environmental Quality	\$4,104.13	69043	04/18/2013	Oscar, Olivia Ortega	\$134.00
68968	04/18/2013	Arizona Public Service (APS)	\$413.53	69044	04/18/2013	Palting, Renee V.	\$1,405.00
68969	04/18/2013	Arizona Range News	\$65.63	69045	04/18/2013	ProForce Law Enforcement	\$871.72
68970	04/18/2013	Arizona Secretary of State	\$1,976.00	69046	04/18/2013	Purcell's Western State Tire Company	\$23,468.96
68971	04/18/2013	Arizona State Land Department	\$298.49	69047	04/18/2013	Recorded Books, LLC	\$317.57
68972	04/18/2013	Arizona State Prison Complex - Fort Grant	\$225.00	69048	04/18/2013	Redington Livestock LLP	\$2,866.00
68973	04/18/2013	Arizona State Prison Complex - Fort Grant	\$265.00	69049	04/18/2013	Reed, Cynthia - Court Reporter	\$140.00
68974	04/18/2013	Arizona State Prison Complex - Fort Grant	\$2,838.80	69050	04/18/2013	Richardson's Mortuary	\$600.00
68975	04/18/2013	Arizona State Prison Complex - Fort Grant	\$591.32	69051	04/18/2013	Ricoh Production Print Solutions LLC - (RPPS)	\$3,071.52
68976	04/18/2013	Arizona State Prison Complex - Fort Grant	\$84.26	69052	04/18/2013	Ross, Ramiro	\$33.74
68977	04/18/2013	Arizona Supreme Court	\$9.00	69053	04/18/2013	RWC International, LTD	\$4,776.34

69054	04/18/2013	Saathoff, Kristi R.	\$64.00	69131	04/18/2013	Enriquez, Karen	\$61.22
69055	04/18/2013	Safeguard Business Systems, Inc.	\$3,958.06	69132	04/18/2013	Fifer, David C.	\$25.78
69056	04/18/2013	Safelite Autoglass Corp.	\$150.82	69133	04/18/2013	Frazier, Timothy	\$61.00
69057	04/18/2013	Schindler Elevator Corporation	\$1,502.34	69134	04/18/2013	Godfrey, Marilyn	\$51.00
69058	04/18/2013	Schlesinger, Aaron	\$214.60	69135	04/18/2013	Gonzalez, Montserrat	\$257.34
69059	04/18/2013	Sheraton Wild Horse Pass Resort & Spa	\$1,464.96	69136	04/18/2013	Hansen, Joan	\$179.06
69060	04/18/2013	Simmons, Sylvia	\$210.00	69137	04/18/2013	Honorable Alma Vildosola	\$57.03
69061	04/18/2013	Southwest Laboratories, Inc.	\$26.40	69138	04/18/2013	Honorable Joseph Knoblock	\$109.44
69062	04/18/2013	Southwest Polygraph Services, Inc.	\$150.00	69139	04/18/2013	Honorable Timothy Dickerson	\$27.00
69063	04/18/2013	Sparkletts	\$34.43	69140	04/18/2013	Housh, Pamela	\$112.69
69064	04/18/2013	Sparkletts	\$24.44	69141	04/18/2013	Kleck, Linda	\$107.16
69065	04/18/2013	Sparkletts	\$166.93	69142	04/18/2013	Landress, Jessica	\$275.34
69066	04/18/2013	Sparkletts	\$9.77	69143	04/18/2013	Lopez, Joanna	\$257.34
69067	04/18/2013	Sparkletts	\$19.55	69144	04/18/2013	Lueck, Elizabeth	\$41.00
69068	04/18/2013	Sparkletts	\$17.46	69145	04/18/2013	McCabe, Doug	\$134.00
69069	04/18/2013	Sparkletts	\$51.44	69146	04/18/2013	Ondek, Dennis	\$85.00
69070	04/18/2013	Sulphur Springs Valley Elec Coop, Inc.	\$677.94	69147	04/18/2013	Phelps, Dale Steven	\$163.00
69071	04/18/2013	Tarp-It	\$1,100.00	69148	04/18/2013	Porter, Radi Ann	\$101.21
69072	04/18/2013	Technical Resource Management, Inc.	\$587.25	69149	04/18/2013	Rein, Jennifer	\$257.34
69073	04/18/2013	Technical Resource Management, Inc.	\$42.40	69150	04/18/2013	Rice, Ila	\$51.00
69074	04/18/2013	Teso, Brandie	\$42.00	69151	04/18/2013	Riggs, Karen C.	\$270.90
69075	04/18/2013	Thomson West	\$4,109.34	69152	04/18/2013	Studley, Patricia	\$211.84
69076	04/18/2013	Thomson West	\$1,792.00	69153	04/18/2013	Sutro, Livingston	\$37.00
69077	04/18/2013	TNA Salon n Boxing	\$100.00	69154	04/18/2013	Teran, Mayela M	\$83.22
69078	04/18/2013	Twin-Tel Inc.	\$1,500.52	69155	04/18/2013	Valenzuela, Esther	\$41.00
69079	04/18/2013	Union Distributing Company of Tucson	\$13,217.57	69156	04/18/2013	Villarreal, Elizabeth	\$9.01
69080	04/18/2013	United Fire Equipment Co	\$1,318.61	69157	04/18/2013	Wakatani, Eric	\$137.00
69081	04/18/2013	Valley Telephone Cooperative, Inc.	\$287.40	69158	04/18/2013	Sierra Vista, City of	\$25,920.09
69082	04/18/2013	Valley Telephone Cooperative, Inc.	\$193.37	69159	04/22/2013	JP Morgan Chase	\$214,188.75
69083	04/18/2013	Verizon Wireless	\$251.57	69160	04/24/2013	Arizona Public Service (APS)	\$4,871.63
69084	04/18/2013	Verizon Wireless	\$251.40	69161	04/24/2013	Arizona State Treasurer	\$184,567.00
69085	04/18/2013	Verizon Wireless	\$1,103.97	69162	04/24/2013	Arizona Water Company	\$6,359.54
69086	04/18/2013	Verizon Wireless	\$650.92	69163	04/24/2013	Benson, City of	\$425.59
69087	04/18/2013	Weber Associates Inc.	\$3,600.00	69164	04/24/2013	CenturyLink	\$2,249.16
69088	04/18/2013	Wells, Doris	\$840.00	69165	04/24/2013	DeConcini McDonald Yetwin & Lacy, P.C.	\$1,102.50
69089	04/18/2013	West Press	\$733.15	69166	04/24/2013	Southwest Gas Corporation	\$35.05
69090	04/18/2013	Western Emulsion, Inc	\$27,107.59	69167	04/24/2013	Sulphur Springs Valley Elec Coop, Inc.	\$2,767.80
69091	04/18/2013	Westlawn Chapel & Mortuary	\$650.00	69168	04/24/2013	Sulphur Springs Valley Elec Coop, Inc.	\$1,221.91
69092	04/18/2013	WR Ryan Company	\$2,076.32	69169	04/24/2013	Valley Telephone Cooperative, Inc.	\$55.04
69093	04/18/2013	Yazzie, Lavonne Blueeyes	\$148.80	69170	04/24/2013	Valley Telephone Cooperative, Inc.	\$1,193.10
69094	04/18/2013	Zumar Industries Inc	\$19,330.10	69171	04/24/2013	Cochise County Finance Revolving Fund	\$44.00
69095	04/18/2013	Arizona Driver.com	\$120.00	69172	04/24/2013	Cochise County Justice Court #3	\$54.76
69096	04/18/2013	Benson Unified School District	\$16,690.67	69173	04/25/2013	American Jail Association	\$300.00
69097	04/18/2013	Bisbee Kiwanis Club	\$2,000.00	69174	04/25/2013	American Planning Association	\$437.00
69098	04/18/2013	Bondwriter Southwest, Inc.	\$135.00	69175	04/25/2013	Arizona City/County Management Association (ACMA)	\$549.69
69099	04/18/2013	Brock, Dale J	\$100.00	69176	04/25/2013	Arizona Department of Corrections	\$1,320.00
69100	04/18/2013	Brua, Nancy	\$84.03	69177	04/25/2013	Arizona Department of Corrections - Douglas	\$428.00
69101	04/18/2013	Call, Pat	\$1,102.64	69178	04/25/2013	Arizona Dept of Corrections ASPC-Tucson	\$124.00
69102	04/18/2013	Cochise County Justice Court #2	\$35.54	69179	04/25/2013	Arizona Public Defender Association	\$240.00
69103	04/18/2013	Cochise County Juvenile Court Services	\$422.98	69180	04/25/2013	Audio Editions	\$293.97
69104	04/18/2013	Cochise County Sheriff's Department	\$41.45	69181	04/25/2013	Baker & Taylor, Inc.	\$317.44
69105	04/18/2013	DeBee, Jonathan Daniel	\$50.00	69182	04/25/2013	Beacon Secure	\$50.00
69106	04/18/2013	Diaz, Margaret	\$4.20	69183	04/25/2013	Bisbee, City of (Ambulance)	\$5,066.64
69107	04/18/2013	Double Adobe Elementary School	\$7,000.00	69184	04/25/2013	Burick Esq, Bernadette	\$10,299.70
69108	04/18/2013	Douglas Unified School Dist 27	\$8,804.47	69185	04/25/2013	Center for Disease Detection, LLC	\$20.00
69109	04/18/2013	Elfrida Elementary School District #12	\$7,000.00	69186	04/25/2013	Center for Disease Detection, LLC	\$18.00
69110	04/18/2013	Holman, Dale	\$84.03	69187	04/25/2013	Central Alarm Inc	\$538.56
69111	04/18/2013	Housing Authority of Cochise County	\$21,500.00	69188	04/25/2013	CenturyLink	\$63.92
69112	04/18/2013	Kniffen, Gordon	\$100.00	69189	04/25/2013	CenturyLink	\$31.10
69113	04/18/2013	LEWIS, LISA	\$47.88	69190	04/25/2013	Cochise County Justice Court #2	\$336.12
69114	04/18/2013	Lichauco, Rosa	\$269.60	69191	04/25/2013	Copper Queen Community Hospital	\$4,665.86
69115	04/18/2013	Miner, Tom	\$76.38	69192	04/25/2013	Copper Queen Community Hospital	\$2,788.80
69116	04/18/2013	Palominas Public School District #49	\$2,718.76	69193	04/25/2013	Desert Cardiovascular Group	\$126.66
69117	04/18/2013	Pitney Bowes Reserve Account	\$10,000.00	69194	04/25/2013	Diamond Drugs Inc.	\$3,702.17
69118	04/18/2013	Schoder-Ehri, Ruth Ellen	\$180.00	69195	04/25/2013	Diebold Incorporated	\$263.24
69119	04/18/2013	Sierra Vista Unified School District #68	\$10,352.90	69196	04/25/2013	Dorado Personnel, Sierra Vista Personnel	\$1,446.90
69120	04/18/2013	Smith, Emily M.	\$15.72	69197	04/25/2013	Doss, Angelita	\$251.90
69121	04/18/2013	St. David Unified School District #21	\$21,299.96	69198	04/25/2013	Douglas Unified School Dist 27	\$136.85
69122	04/18/2013	St. David Unified School District #21	\$7,000.00	69199	04/25/2013	Eidson, Faith	\$350.00
69123	04/18/2013	Tombstone Unified School District #01	\$3,206.24	69200	04/25/2013	Emily Lorna Danies, Esq.	\$2,740.00
69124	04/18/2013	Valley Union High School	\$10,640.98	69201	04/25/2013	FasPsych, LLC	\$780.00
69125	04/18/2013	Valley Union High School	\$7,000.00	69202	04/25/2013	Federal Express Corporation	\$86.58
69126	04/18/2013	Willcox Unified School District #13	\$23,604.61	69203	04/25/2013	Gale Group	\$71.22
69127	04/18/2013	Aparicio, Letty	\$51.00	69204	04/25/2013	Geodesy	\$10,200.00
69128	04/18/2013	Arey, Anne E.	\$59.16	69205	04/25/2013	Granite Construction Company	\$5,205.52
69129	04/18/2013	Call, Pat	\$394.50	69206	04/25/2013	Griffith, David B. Esq.	\$7,875.00
69130	04/18/2013	Cazares, Jeanette	\$51.00				

69207	04/25/2013	IT1 Source	\$18,781.16	69284	04/25/2013	Eveningred, Jessica	\$54.00
69208	04/25/2013	J P Morgan Chase Bank	\$56.04	69285	04/25/2013	Figueroa, Jeffrey Anthony	\$214.78
69209	04/25/2013	JB Investigations, LLC	\$718.40	69286	04/25/2013	Honorable Joseph Knoblock	\$174.42
69210	04/25/2013	JJ Keller & Associates, Inc.	\$21.32	69287	04/25/2013	Honorable Trevor L. Ward	\$234.16
69211	04/25/2013	John William Lovell, PC	\$2,825.51	69288	04/25/2013	McCabe, Doug	\$89.00
69212	04/25/2013	Laboratory Corporation of America	\$341.00	69289	04/25/2013	Munoz, Patricia G	\$199.55
69213	04/25/2013	Laura E. Udall, Esq. dba Cooper & Udall	\$1,630.62	69290	04/25/2013	Pickrom, Jordan	\$54.00
69214	04/25/2013	Law Offices of Joseph Mendoza PLLC	\$9,100.26	69291	04/25/2013	Pones, Rochelle	\$308.56
69215	04/25/2013	Law Offices of Ruben Teran S.	\$4,844.60	69292	04/25/2013	Sawinski, Cindy	\$209.82
69216	04/25/2013	Levitt, Harriette P.	\$2,760.00	69293	04/25/2013	Smith, Noelle	\$60.42
69217	04/25/2013	Long, Jerrod D. DDS	\$75.00	69294	04/25/2013	Sutro, Livingston	\$68.00
69218	04/25/2013	Merle's Automotive Supply, Inc.	\$653.56	69295	04/25/2013	Troup, Benna	\$127.60
69219	04/25/2013	Merle's Automotive Supply, Inc.	\$1,040.09	69296	04/25/2013	Urcadez, Susana	\$63.56
69220	04/25/2013	Mundt, Lester E.	\$47.88	69297	04/25/2013	Wakalani, Eric	\$85.00
69221	04/25/2013	Natale, Gail Gianasi	\$184.16	69298	04/25/2013	Wielander, Robert	\$17.98
69222	04/25/2013	Newport 653 Graphic Design	\$100.00	69299	04/29/2013	Cochise Private Industry Council, Inc.	\$44,719.00
69223	04/25/2013	Nyander, Penny Sue	\$114.80	69300	04/30/2013	Arizona Department of Revenue	\$50.00
69224	04/25/2013	Office of Vital Records	\$5,050.00	69301	04/30/2013	Burse & Associates, P.C.	\$497.41
69225	04/25/2013	Pacific Corrugated Pipe dba Arizona Culvert	\$8,924.53	69302	04/30/2013	CitiFinancial-Chandler	\$48.94
69226	04/25/2013	Pacific Corrugated Pipe dba Arizona Culvert	\$77.57	69303	04/30/2013	Colonial Supplemental Insurance	\$29.50
69227	04/25/2013	Pimber, Luis A.	\$1,375.00	69304	04/30/2013	Correction Officers	\$250.53
69228	04/25/2013	Ralph Malanga, PC	\$242.15	69305	04/30/2013	DCS	\$343.28
69229	04/25/2013	Reed, Cynthia - Court Reporter	\$24.00	69306	04/30/2013	GMAC, c/o Jennifer A. Christie	\$20.72
69230	04/25/2013	Reed, Cynthia - Court Reporter	\$42.00	69307	04/30/2013	Guglielmo, Paul D.	\$191.64
69231	04/25/2013	Robert J. Zohlmann, Esq.	\$1,023.00	69308	04/30/2013	Gurstel Chargo PA	\$399.63
69232	04/25/2013	Ronald Zack PLC	\$1,483.12	69309	04/30/2013	JP Morgan Chase	\$910,048.76
69233	04/25/2013	RWC International, LTD	\$1,960.53	69310	04/30/2013	JP Morgan Chase	\$327,978.58
69234	04/25/2013	SHI International Corp.	\$713.30	69311	04/30/2013	JP Morgan Chase	\$37,875.17
69235	04/25/2013	Sierra Vista Emergency Physicians	\$32.75	69312	04/30/2013	NACO West	\$24,453.78
69236	04/25/2013	Sierra Vista Regional Health Center	\$252.26	69313	04/30/2013	National Bank	\$2,889.00
69237	04/25/2013	Sierra Vista, City of	\$923.68	69314	04/30/2013	NYS Child Support Processing Center	\$49.00
69238	04/25/2013	Sierra Vista, City of	\$19,761.07	69315	04/30/2013	Pennsylvania SCDU	\$25.00
69239	04/25/2013	Southwest Hazard Control Incorporated	\$6,430.00	69316	04/30/2013	Pre-paid Legal Services, Inc. dba LegalShield	\$1,310.81
69240	04/25/2013	Sparkletts	\$41.42	69317	04/30/2013	Public Safety Retirement Syst	\$1,001.80
69241	04/25/2013	Streitfeld, Stephen V. MD PC	\$1,000.00	69318	04/30/2013	Seidberg Law Offices, P.C.	\$197.33
69242	04/25/2013	Susini, Laurence, MD PC	\$156.16	69319	04/30/2013	Support Payment Clearinghouse	\$6,826.37
69243	04/25/2013	The Law Office of Castro & Le, PLLC	\$500.00	69320	04/30/2013	Surety Acceptance Corp	\$85.25
69244	04/25/2013	Thomson West	\$10,230.48	69321	04/30/2013	TIAA-CREF as agent for JPMorgan Chase	\$4,496.00
69245	04/25/2013	Tombstone Resources, Inc.	\$27,425.00	69322	04/30/2013	U.S. Department of Education	\$160.79
69246	04/25/2013	Toshiba Business Solutions	\$468.82	69323	04/30/2013	United Way	\$80.00
69247	04/25/2013	Union Distributing Company of Tucson	\$21,113.47				
69248	04/25/2013	University Medical Center	\$1,652.58				
69249	04/25/2013	University Physicians Healthcare, Inc.	\$83.10				
69250	04/25/2013	Weisberger, Arthur	\$115.00				
69251	04/25/2013	Westlawn Chapel & Mortuary	\$630.00				
69252	04/25/2013	Willcox Rock & Sand Inc.	\$16,439.70				
69253	04/25/2013	Wilson, Joann	\$100.00				
69254	04/25/2013	WR Ryan Company	\$4,407.24				
69255	04/25/2013	Arizona Department of Public Safety	\$201.00				
69256	04/25/2013	Arizona Public Fiduciary Boot Camp	\$2,450.00				
69257	04/25/2013	Ash Creek Elementary School District	\$5,725.60				
69258	04/25/2013	Ash Creek Elementary School District	\$7,000.00				
69259	04/25/2013	Bidgood, Kelley	\$2,381.07				
69260	04/25/2013	Brackelsberg, Sherry Marie	\$133.32				
69261	04/25/2013	Chiricahua Community Health Centers, Inc.	\$20.00				
69262	04/25/2013	Cochise County Sheriff's Department	\$21.01				
69263	04/25/2013	Cochise County Sheriff's Department	\$1,267.10				
69264	04/25/2013	Copper Queen Community Hospital	\$106.60				
69265	04/25/2013	Daniel B. Overbeck, Ph.D., P.C.	\$300.00				
69266	04/25/2013	E-Z Messenger	\$52.00				
69267	04/25/2013	Empowerment Systems, Inc.	\$600.00				
69268	04/25/2013	Godfrey, Marilyn	\$70.00				
69269	04/25/2013	Larson, Joel A.	\$125.65				
69270	04/25/2013	Lopez, Brian L.	\$100.00				
69271	04/25/2013	Micholason, Ron	\$16.81				
69272	04/25/2013	Naco Elementary School District #23	\$7,000.00				
69273	04/25/2013	Palominas Public School District #49	\$4,072.07				
69274	04/25/2013	Pomerene Elementary Sch Dist64	\$7,000.00				
69275	04/25/2013	Sawinski, Cindy	\$67.00				
69276	04/25/2013	Schlesinger, Aaron	\$66.00				
69277	04/25/2013	Streitfeld, Stephen V. MD PC	\$300.00				
69278	04/25/2013	Thomson West	\$1,007.03				
69279	04/25/2013	Torres, Catlin	\$460.00				
69280	04/25/2013	Troup, Benna	\$39.99				
69281	04/25/2013	Verizon Wireless	\$205.22				
69282	04/25/2013	Walmart	\$76.00				
69283	04/25/2013	De La Cruz, Noriko	\$135.65				

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

Democrat Precinct Committee Member

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

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the appointments of the following persons as Precinct Committee person for the Democrat Party of Cochise County: Precinct #33 SV Estates, Jose Garcia; and Precinct #34 SV Hopi, Caleb Webb.

Background:

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

Department's Next Steps (if approved):

Send letters to those approved with copies to Elections and to the Cochise County Democrat Party.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Attachments

Precinct Verifications

PRECINCT COMMITTEEPERSON VERIFICATION FORM

LAST NAME	FIRST NAME	MIDDLE NAME	ADDRESS/PO BOX	PARTY	PRECINCT	# PC NEEDED	CURRENT # OF PC	APPROVE	DO NOT APPROVE	DATE	INITIALS
GARCIA	JOSE		5008 E BEVERS ST SIERRA VISTA, AZ 85650-9431	DEM	#33 SV ESTATES	5	1	X		4/3/2013	<i>amkr</i>
WEBB	CALEB		513 E MALLARD CIR. SIERRA VISTA, AZ 85635-3531	DEM	334 SV HOPI	6	0,	X		4/3/2013	



RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2013 MAR 27 A 10:02

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
March 26, 2013

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ, 85603

Dear Supervisors,

Request you appoint the following qualified register Democrat to become Precinct Committee Members with the Cochise County Democratic Committee, at your earliest convenience.

Mary Elizabeth Thornton
75 Shearer Ave
Bisbee, AZ 85603
Precinct BI Bisbee #04

P.O. BOX 1582
BISBEE AZ 85603

NEED: 8
HAVE: 6

APPROVE cm & R.

Respectfully,

Patricia V. Fleming
Chair, Cochise County Democratic Committee
H: (520) 378-4386
Email: pvfleming@cox.net



RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2013 APR -9 P 12:03

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
April 8, 2013

Cochise County Board of Supervisors
1415 Melody Lane, Building G
Bisbee, AZ 85603

Dear Supervisors,

Request you appoint the following qualified register Democrat to become a Precinct Committee Member with the Cochise County Democratic Committee, at your earliest convenience.

David H. Beeksmas
1685 Cottonwood Dr
Sierra Vista, AZ 85635-6314
Precinct: SV Vista Village #42

Yes - Approve

UMRR
4-10-13

Respectfully,

4-PC POSITIONS

2 - FILLED

Patricia V. Fleming
Chair, Cochise County Democratic Committee
H: (520) 378-4386
Email: pvfleming@cox.net

Community Development

Regular Board of Supervisors Meeting**Meeting Date:** 05/21/2013

Approve Contract Renewal for Corrugated Metal Pipe

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**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. IFB 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the estimated amount of \$75,000 for the period of July 1, 2013 through June 30, 2014 for the Community Development Highway and Floodplain Division.

Background:

This will be the second renewal of Contract No. IFB 11-43-HF9-04 approved by the Board of Supervisors on June 12, 2012. Arizona Culvert Company has agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No Action Required.

Fiscal Impact**Fiscal Year:****One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):****A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):****Source of Funding?:****Fiscal Impact & Funding Sources (if known):**

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2013-14 annual work plan in fund lines 261-4110-9-413.900 and 251-4010-9-413.700.

Attachments

[Contract Renewal Letter](#)



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

April 24, 2013

Arizona Culvert Company
Joe Delgado
3307 W. Highway 84
Casa Grande, AZ 85193

Re: Contract Renewal #11-43-HFP-04 – Corrugated Metal Pipe

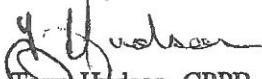
Dear Mr. Delgado:

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on June 12, 2012 for the period of July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

 X Agree to a one-year renewal at the exact same pricing and terms.

 Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

MIKE CHAMBERLIN
Name (Type or print)

DISTRICT ENGINEER
Title

Mike Chamberlin
Signature

5/2/13
Date

Community Development

Regular Board of Supervisors Meeting**Meeting Date:** 05/21/2013

Approve Renewal of Contracts for Concrete

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**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. IFB 11-44-HFP-04 for Concrete and related items for the Community Development Highway and Floodplain Division to various contractors in the estimated aggregate amount of \$150,000 for the period of July 1, 2013 through June 30, 2014.

Background:

This will be the second renewal of Contract No. IFB 11-44-HF9-04 approved by the Board of Supervisors on June 12, 2012. The Contractors that were awarded contracts are as follows:

Cemex Material
Willcox Rock and Sand, Inc.
Maddux and Sons, Inc.
Klump Materials

Maddux and Sons, Klump Materials and Willcox Rock and Sand have agreed to hold their pricing firm for the contract renewal period. Cemex Material has requested a modest increase related to the cost of fuel which has been deemed reasonable and approved by the Highways Division. Individual orders are awarded to a Contractor based on the following Criteria:

1. Geographical project location
2. Product availability
3. Delivery charge

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No Action Required.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Highway and Floodplain Division has budgeted for this expenditure in the FY 2013-14 annual work plan in fund lines 261-4110-9-413.900.

Attachments

Contract Renewal Letters



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

April 24, 2013

Cemex Materials
Robin Dodson
5231 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650

Re: Contract Renewal #11-44-HFP-04 – Concrete

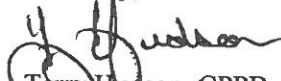
Dear Ms. Dodson;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on June 12, 2012 for the period of July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

_____ Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Robin Dodson
Name (Type or print)

Territory Manager
Title

Rodson
Signature

5/1/13
Date

CONCRETE – IFB 11-44-HFP-04

BOS renewal date: 6/12/2012

Contract Term: 7/1/2012 through 6/30/2013

Company Name: Cemex Materials – Sierra Vista, Arizona

Bid Item	Description	Unit Price	Delivery Area	Yes/No	Delivery Charge
1	Concrete, 2,500 psi	\$85.00 per yard	Benson	Yes	\$60.00 per load
2	Concrete, 3,000 psi	\$87.00 per yard	Bisbee	Yes	\$60.00 per load
3	Winter Set, 1%	\$3.00 per yard	Douglas	No	
4	Winter Set, 2%	\$6.00 per yard	Elfrida	Yes	\$90.00 per load
5	Winter Set, 3%	\$9.00 per yard	Portal	No	
6	Winter Set, 4%	\$12.00 per yard	San Simon	No	
7	Summer Set 2 (1) hour	\$2.50 per yard	Sierra Vista, Whetstone, Huachuca City	Yes	No Charge
8	Grout #8, 3,000 psi	\$87.00 per yard	Sunsites, Sunizona	No	
9	Two (2) sack slurry	\$81.00 per yard	Tombstone	Yes	\$60.00 per load
10	Fiber Mesh	\$4.00 per lb.	Willcox	No	
	Free delivery radius	N/A			
	Delivery charge	See delivery area	Minimum load	5 yd	
	Free delivery radius subtracted from destination mileage	N/A	Maximum load	11 yards	

① *

② ** Fuel surcharge per load \$26⁰⁰ per load

All other terms & conditions remain the same through 6/30/2014.

Redson 5/1/13

Hudson, Terry

From: Robin L Dodson [robinl.dodson@cemex.com]
Sent: Wednesday, May 01, 2013 2:10 PM
To: Hudson, Terry
Subject: Contract Renewal, 11-44-HFP-04 Concrete
Attachments: COCHISE COUNTY 7-1-2013.pdf

Good afternoon Terry. Attached is the document presented by the county dated 4/24/13 for renewal of pricing for an additional year under the terms of the agreement. Please note there will be two changes which have been highlighted on page two of the attachment.

- 1) Minimum yardage has increased from 3 yards to 5 yards.
- 2) A fuel surcharge has been added in the amount of \$26.00 per load. Cemex began this fee about 2 years ago and we had previously held off adding any additional cost to the County, but can no longer continue to do this.

All other terms and conditions, including your unit pricing, remain the same. If you have any questions, please let me know. Thanks!

ROBIN DODSON

Territory Manager
CEMEX, Sierra Vista
5231 E. Buffalo Soldier Trail
Sierra Vista, AZ 85650
Cell 520.249.6585 robinl.dodson@cemex.com
Office 520.378.2321 ext. 221
Fax 520.378.6040



COCHISE COUNTY PROCUREMENT DEPARTMENT
1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: 520-432-8391 Fax: 520-432-8397
Website: www.cochise.az.gov

April 24, 2013

Maddux & Sons, Inc.
Clinton R. Maddux
4000 N. Leslie Canyon Road
Douglas, AZ 85607

Re: Contract Renewal #11-44-III'P-04 – Concrete

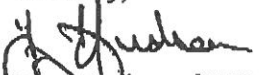
Dear Mr. Maddux;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on June 12, 2012 for the period of July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

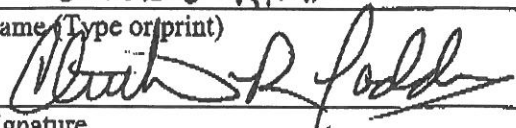
Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I.....

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

<u>CLINTON R. MADDUX</u>	<u>VICE PRESIDENT</u>
Name (Type or print)	Title
<u></u>	<u>4/30/13</u>
Signature	Date

CONCRETE – IFB 11-44-HFP-04**BOS renewal date: 6/12/2012****Contract Term: 7/1/2012 through 6/30/2013****Company Name: Maddux & Sons, Inc. - Douglas, AZ**

Bid Item	Description	Unit Price	Delivery Area	Yes	No
1	Concrete, 2,500 psi	\$93.00 per yard	Benson	X	
2	Concrete, 3,000 psi	\$98.50 per yard	Bisbee	X	
3	Winter Set, 1%	\$2.75 per yard	Douglas	X	
4	Winter Set, 2%	\$5.50 per yard	Elfrida	X	
5	Winter Set, 3%	\$8.25 per yard	Portal	X	
6	Winter Set, 4%	\$11.00 per yard	San Simon	X	
7	Grout #8, 3,000 psi	\$101.50 per yard	Sierra Vista	X	
8	Two (2) sack slurry	\$71.00 per yard	Sunsites, Sunizona	X	
9	Fiber Mesh	\$5.00 per lb.	Tombstone	X	
	Free delivery radius	10 miles	Willcox	X	
	Delivery charge outside delivery radius	\$3.10 per loaded mile	Minimum load	5 yards	
	Free delivery radius subtracted from destination mileage	Yes	Maximum load	11 yards	



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

April 24, 2013

Klump Materials
Matt Klump
P.O. Box 250
Willcox, AZ 85644

Re: Contract Renewal #11-44-HFP-04 – Concrete

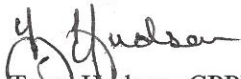
Dear Mr. Klump;

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on June 12, 2012 for the period of July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

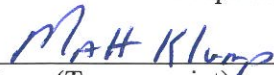
Sincerely,


Perry Hudson, CPPB
Senior Buyer

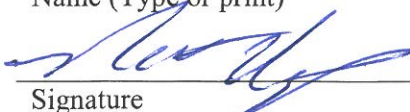
AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.


Name (Type or print)


Title


Signature


Date

CONCRETE – IFB 11-44-HFP-04

BOS renewal date: 6/12/2012

Contract Term: 7/1/2012 through 6/30/2013

Company Name: Klump Materials - Bowie, Arizona

Bid Item	Description	Unit Price		Delivery Area	Yes	No
1	Concrete, 2,500 psi	\$105.00 per yard		Benson	X	
2	Concrete, 3,000 psi	\$110.00 per yard		Bisbee		X
3	Winter Set, 1%	\$2.50 per yard		Douglas	X	
4	Winter Set, 2%	\$4.50 per yard		Elfrida	X	
5	Winter Set, 3%	\$6.50 per yard		Portal	X	
6	Winter Set, 4%	\$8.50 per yard		San Simon	X	
7	Grout #8, 3,000 psi	\$125.00 per yard		Sierra Vista		X
8	Two (2) sack slurry	\$100.00 per yard		Sunsites, Sunizona	X	
9	Fiber Mesh	\$5.00 per lb.		Tombstone		X
	Free delivery radius	10 miles		Willcox	X	
	Delivery charge outside delivery radius	\$5.00 per loaded mile		Minimum load	8 yards	
	Free delivery radius subtracted from destination mileage	Yes		Maximum load	11 yards	



COCHISE COUNTY PROCUREMENT DEPARTMENT
 1415 Melody Lane, Building C, Bisbee, AZ 85603
 Phone: 520-432-8391 Fax: 520-432-8397
 Website: www.cochise.az.gov

April 24, 2013

Willcox Rock & Sand
~~Keith Elder~~ Kelly Owen
 P.O. Box 156
 Willcox, AZ 85644

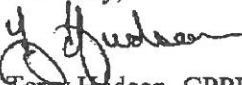
Re: Contract Renewal #11-44-HFP-04 – Concrete

Dear ~~Mr. Elder~~ ^{Ms. Owen},

The Cochise County Board of Supervisors approved the above referenced contract renewal with your firm on June 12, 2012 for the period of July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the second renewal term.

The County is considering the renewal of this agreement for the term of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,

 Terry Hudson, CPPB
 Senior Buyer

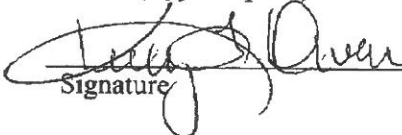
 AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

Agree to a one-year renewal at the exact same pricing and terms.

Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

Kelly L. Owen
 Name (Type or print)

President
 Title


 Signature

5/8/2013
 Date

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

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:** 05/21/2013

Contract Renewals for Mortuary Transport Service

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 contracts for Professional Services, Agreement No. 12-26-BOS-03 B-D for Transportation Services for the Pima County Medical Examiner Contract to Espinoza Funeral Home in Bisbee, Richardson's Funeral Home in Benson and West Mortuary in Willcox for the period of July 1, 2013 – June 30, 2014

Background:

On June 26, 2012 the Board of Supervisors approved the award of contracts to multiple funeral homes for the transportation of deceased bodies for the Pima County Medical Services Contract. The terms and conditions of the contract allow for the option to renew the contract for additional one-year periods. This will be the first one-year option renewal period. All firms except Richardson's Funeral Home have agreed to renew the contract at the same pricing as the original contract. Richardson's has requested an increase from \$75.00 to \$125.00 round trip which has been determined to be a reasonable by the Procurement and Health Departments. Since the contracts were initially approved, Espinoza's Funeral home in Douglas closed. Espinoza is now supporting the Douglas area from the Bisbee location.

Department's Next Steps (if approved):

Issue FY 2013-14 blanket purchase orders. Monitor contract performance.

Impact of NOT Approving/Alternatives:

The County would have to pay the funeral homes whatever their non-contract rates are for these services or contract with a private transportation company or perform the services with in house staff.

To BOS Staff: Document Disposition/Follow-Up:

No Action required

Fiscal Impact**Fiscal Year:****One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):**

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Health Department has budgeted for these expenditures in the FY2013-14 budget in fund line 100-3500-421.000. Anticipated annual expenditures are \$70,000.

Attachments

Contract Renewal Letters



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8392 Fax: (520) 432-8397

Website: www.cochise.az.gov

April 17, 2013

Cecil Richardson
Richardson's Funeral Home
725 E. 4th Street
Benson, AZ 85602

Dear Mr. Richardson:

Cochise County awarded your firm Contract #12-26-BOS-03 on July 1, 2012, for Transportation Services for Pima County Medical Examiner for the period July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the 1st renewal term.

The County is considering renewal of this agreement for the period of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

Terry Rutan
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

- Agree to a one-year renewal of the above Contract for the exact same pricing and terms.
- Agree to a one-year renewal of the above contract with the changes shown on the attached. (Please include original pricing for comparison.) \$125.00

Cecil R. Richardson	Director
Cecil R. Richardson	4-23-13
Name (Type or Print)	Title
Signature	Date



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603
Phone: (520) 432-8392 Fax: (520) 432-8397
Website: www.cochise.az.gov

April 17, 2013

Alex Espinosa
Espinosa Funeral Home
1094 W. Highway 92
Bisbee, AZ 85603

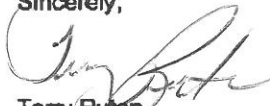
Dear Mr. Espinosa:

Cochise County awarded your firm Contract #12-26-BOS-03 on July 1, 2012, for Transportation Services for Pima County Medical Examiner for the period July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the 1st renewal term.

The County is considering renewal of this agreement for the period of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me as soon as possible. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

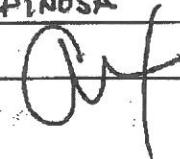
If you have any questions regarding this process, please contact me at (520)432-8392 or trutan@cochise.az.gov.

Sincerely,


Terry Rytan
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

ALEX ESPINOSA	OWNER
Name (Type or print)	Title
	4.23.13
Signature	Date



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

Phone: (520) 432-8392 Fax: (520) 432-8397

Website: www.cochise.az.gov

April 17, 2013

Dan Douglas
Westlawn Mortuary
P.O. Box 1135
Willcox, AZ 85644

Dear Mr. Douglas:

Cochise County awarded your firm Contract #12-26-BOS-03 on July 1, 2012, for Transportation Services for Pima County Medical Examiner for the period July 1, 2012 through June 30, 2013. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the 1st renewal term.

The County is considering renewal of this agreement for the period of July 1, 2013 through June 30, 2014. Please indicate your decision below, then sign and return this letter to me **as soon as possible**. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

Terry Rutan
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

DAN DOUGLAS
Name (Type or print)

President
Title

Signature

Date

4/22/2013

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013
Alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1.

Submitted By: Terry Couchenour, Community Development
Department: Community Development

Division: Highways
Recommendation: Approve

Presentation: PowerPoint
Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1
TITLE of PRESENTER: Interim Director

NAME of PRESENTER: Karen Riggs
Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (if applicable):

Information

Agenda Item Text:

Adopt Resolution 13-12, altering the establishment and acquiring the right-of-way of Davis Road, a County Highway, at milepost 5.1 and 13.1, as described therein.

Background:

Recommendation: This department recommends that the accompanying resolution be adopted to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 60 and 191 from Tombstone to McNeal. This road has one of the highest accident rates in the county and, at times, is closed due to flooding. The department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Two of the three locations, milepost 5.1 and 13.1 have progressed to the right-of-way acquisition phase.

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However, in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet and acquire the right-of-way for these two locations, to meet design standards appropriate for a high capacity, truck route and protect/maintain the drainage crossings. Further, at milepost 5.1, the curve centerline of the road will be slightly reduced in order to improve the alignment at this location.

The right-of-way for milepost 5.1 and 9.9 traverses nine privately assessed parcels and Arizona State Trust lands. Anticipated cost to acquire this right-of-way is approximately \$250,000, the majority of which is for acquisition services. On September 26, 2011 (STP), March 6, 2012 (HPP) and December 18, 2012 (amendment 1), the Board approved IGA contracts and amendments with FHWA/ADOT to commit funds for right-of-way/construction activities.

Department's Next Steps (if approved):

Upon adoption of the resolution, staff will coordinate with Tierra Right of Way Services to acquire right-of-way. Once right-of-way is acquired and certified by FHWA/ADOT, the project can proceed to construction.

Impact of NOT Approving/Alternatives:

If the resolution is not approved, acquisition of right-of-way will be in conflict with state statutes. The County may be in violation of previous IGA's and federal funding will be withdrawn.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded resolution to H&F, attn: Right-of-way Division.

Budget Information

Information about available funds

Budgeted: Funds Available: Adjustment: Amount Available: \$180,000

Unbudgeted: Funds NOT Available: Amendment:

Account Code(s) for Available Funds

1: 252-4000-421.600

Fund Transfers

Fiscal Year: 12/13 One-time Fixed Costs? (\$\$\$): Ongoing Costs? (\$\$\$): County Match Required? (\$\$\$): \$28,785 A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): Source of Funding?: HURF

Fiscal Impact & Funding Sources (If known):

Total funds set aside for the acquisition of all three locations is \$505,000. The County's match is 5.7% which equates to \$28,785 and is provided through local HURF funds. After acquisition, remaining funds will be assigned to construction.

Attachments

Resolution

Executive summary for Davis Road

Maps for Davis Road

Power Point for Davis Road

RESOLUTION 13-___

**AUTHORIZING THE ALTERATION OF THE ESTABLISHED
COUNTY HIGHWAY AND AUTHORIZING THE ACQUISITION
OF RIGHT-OF-WAY FOR PORTIONS OF DAVIS ROAD**

WHEREAS, pursuant to A.R.S. § 28-6701, the Board of Supervisors of Cochise County, Arizona, may alter a highway in the county and acquire real property for this purpose by purchase, donation, dedication, condemnation or other lawful means; and

WHEREAS, pursuant to A.R.S. § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer of said County, praying for the alteration of a County Highway known as Davis Road:

LEGAL DESCRIPTION

Alter the established width of Davis Road, from 66 feet to 200 feet, approximately beginning at milepost 4.7, and running southeasterly to milepost 5.5, and approximately beginning at milepost 12.85, and running southeasterly to milepost 13.35 as specified per plans identified as Federal Aid Project Number STP CCH-0(200) on file in the office of the Cochise County Engineer. Said altered alignments are commonly referred to as improvements to milepost 5.1 and 13.1 and located within Sections 25, 26 and 36, Township 20 South, Range 23 East; Section 13, Township 21 South, Range 24 East; Section 18, Township 21 South, Range 25 East of the Gila and Salt River Meridian, Cochise County, Arizona.

WHEREAS, the Board of Supervisors on the May 21, 2013, at the hour of 10:00 a.m., held a public hearing on said recommendation, and notice having been given by publication thereof once a week for two (2) weeks in the Arizona Range News/San Pedro Valley News-Sun, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

RESOLUTION 13-

**Re: Authorizing The Alteration Of The Established County Highway And
Authorizing The Acquisition Of Right-Of-Way For Portions Of Davis Road**

Page 2

WHEREAS, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the alteration of said highway as recommended by the County Engineer is a public necessity; and

WHEREAS, it having been determined that it is in the best interest of the County and the public at large to acquire said public rights-of-way; and

WHEREAS, the parcels to be affected by these rights-of-way acquisition are identified as:

Assessor Parcel Number 108-53-007A, Silverstone Investments LLP
Assessor Parcel Number 108-53-007B, J Marco Investment Trust
Arizona State Trust Land, Sections 25 & 36, Tn 20 S, Rg 23 E
Assessor Parcel Number 111-27-004B, Cross U Cattle Co
Assessor Parcel Number 111-45-004C, Dennis & Deborah Moroney
Assessor Parcel Number 111-45-038A, Cross U Cattle Co
Assessor Parcel Number 111-45-185, Gilbert II & Monica Rodriguez
Assessor Parcel Number 111-45-186, Sanchez Family Trust
Assessor Parcel Number 111-45-187, Gilbert II & Monica Rodriguez
Assessor Parcel Number 111-45-188, David Xan Ngoc Le & Christine My-
Lien Le

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

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

IT IS FURTHER RESOLVED that any previous declaration in conflict herewith is hereby rescinded to the extent of such conflict.

IT IS FURTHER RESOLVED that the Director of the Community Development Department, or her designee, is authorized to negotiate on behalf of the County to acquire said public rights-of-way, and settle resulting damages through donation, purchase, or condemnation action as necessary.

RESOLUTION 13-

**Re: Authorizing The Alteration Of The Established County Highway And
Authorizing The Acquisition Of Right-Of-Way For Portions Of Davis Road**

Page 3

IT IS FURTHER RESOLVED that should a condemnation action become necessary to acquire all, or any portion of, said rights-of-way, the Cochise County Attorney's Office is authorized to proceed with said action.

IT IS FINALLY RESOLVED that the Chairman of the Board of Supervisors, or the Vice-Chairman, is authorized to accept conveyance documents for said rights-of-way.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2013.

Ann English, Chairman
Cochise County Board of Supervisors

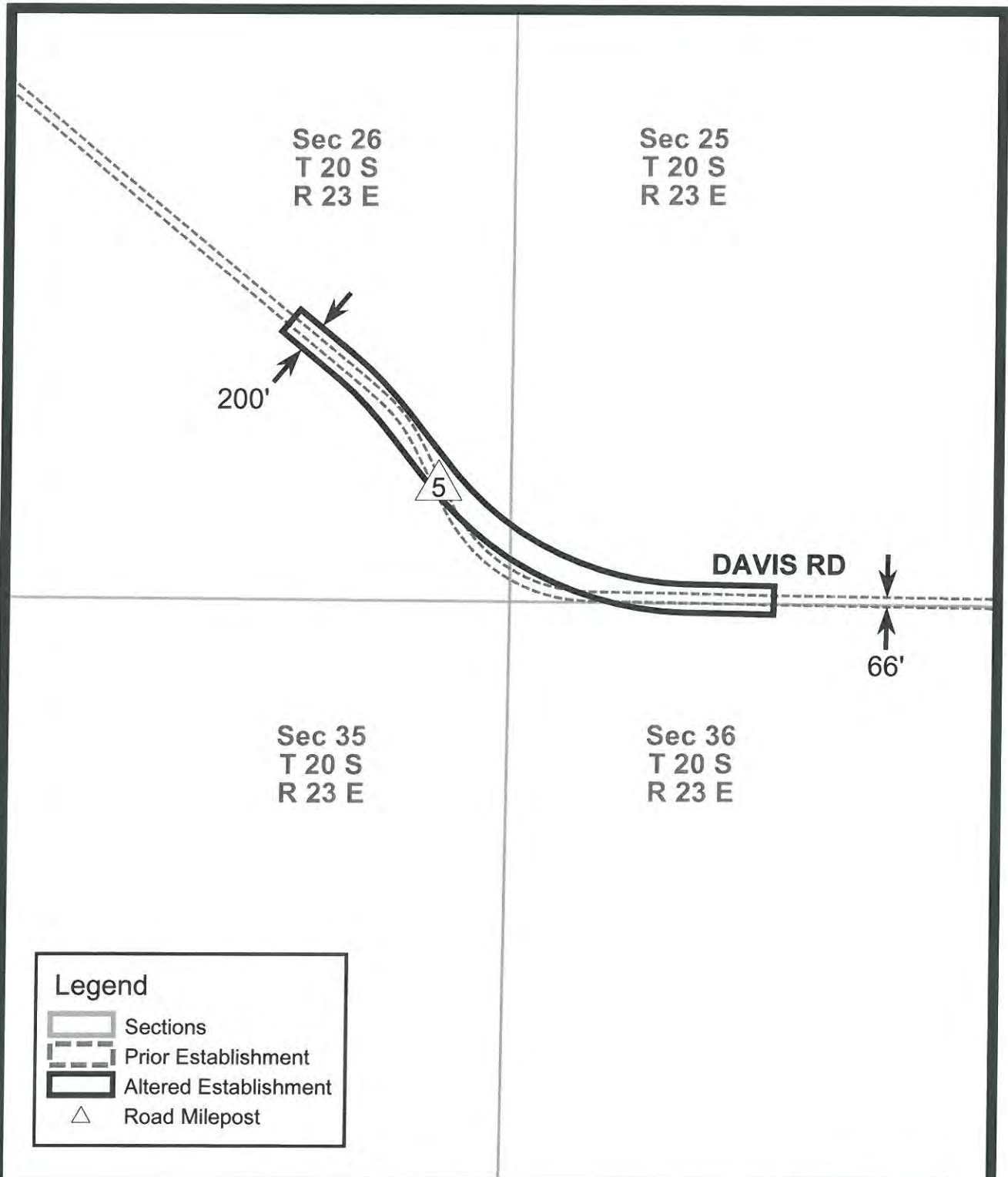
ATTEST:

Katie A. Howard,
Clerk of the Board





APPROVED AS TO FORM:



Britt Hanson,
Chief Civil Deputy County Attorney



Legend

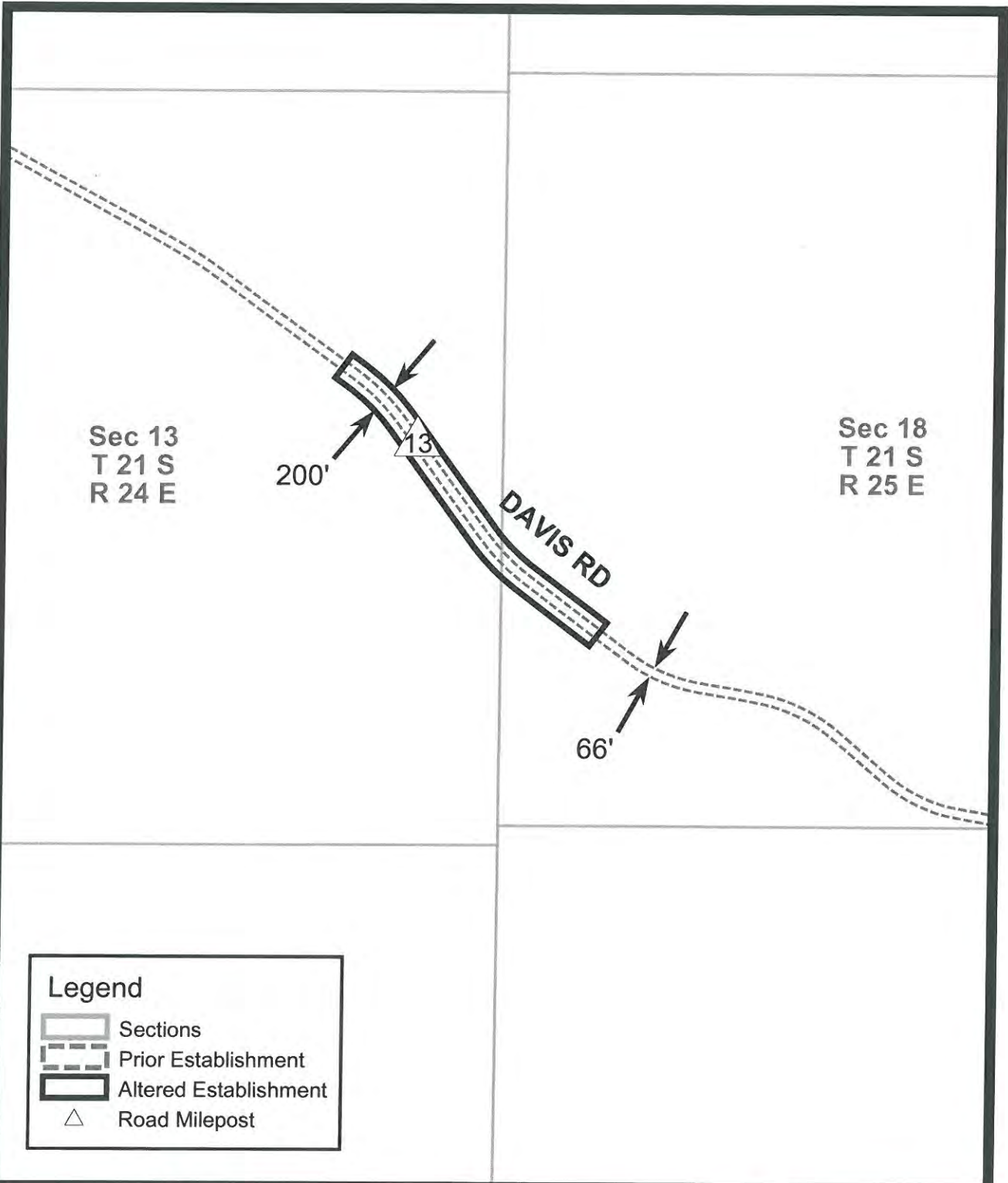
-  Sections
-  Prior Establishment
-  Altered Establishment
-  Road Milepost







Davis Road Milepost 5.1

Alignment specified per plans identified as
Federal Aid Project Number STP CCH-0(200)





Legend

-  Sections
-  Prior Establishment
-  Altered Establishment
-  Road Milepost



Davis Road Milepost 13.1

Alignment specified per plans identified as
Federal Aid Project Number STP CCH-0(200)




0' 1" = 1000'



COCHISE COUNTY COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

DATE: May 8, 2013

TO: Board of Supervisors

THRU: Karen Riggs, P.E., Interim Community Development Director/County Engineer

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

SUBJECT: Resolution 13-___, Alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1

Recommendation: This department recommends that the accompanying resolution be adopted to alter the establishment of Davis Road, a County Highway, at milepost 5.1 and 13.1.

Background (Brief): Davis Road is one of Cochise County's major collector roads and serves as the main route for traffic between State Route 80 and 191 from Tombstone to McNeal. This road has one of the highest accident rates in the county and, at times, is closed due to flooding. The department identified three locations with significant drainage issues at milepost 5.1, 9.9 and 13.1. Federal funds have been earmarked in order to improve these three locations on Davis Road. Two of the three locations, milepost 5.1 and 13.1 have progressed to the right-of-way acquisition phase.

Davis Road is currently established as a Declared County Highway, 66 feet in width, per Resolution 84-90. However, in order to perform the proposed improvements it is necessary to alter the established width from 66 feet to 200 feet and acquire the right-of-way for these two locations, to meet design standards appropriate for a high capacity, truck route and protect/maintain the drainage crossings. Further, at milepost 5.1, the curve centerline of the road will be slightly reduced in order to improve the alignment at this location.

The right-of-way for milepost 5.1 and 9.9 traverses nine privately assessed parcels and Arizona State Trust lands. Anticipated cost to acquire this right-of-way is approximately \$250,000, the majority of which is for acquisition services. On September 26, 2011 (STP), March 6, 2012 (HPP) and December 18, 2012 (amendment 1), the Board approved IGA contracts and amendments with FHWA/ADOT to commit funds for right-of-way/construction activities.

Fiscal Impact & Funding Sources: Total funds set aside for the acquisition of all three locations is \$505,000. The County's match is 5.7% which equates to \$28,785 and is provided through local HURF funds. After acquisition, remaining funds will be assigned to construction.

Next Steps/Action Items/Follow-up: Upon adoption of the resolution, staff will coordinate with Tierra Right of Way Services to acquire right-of-way. Once right-of-way is acquired and certified by FHWA/ADOT, the project can proceed to construction.

Impact of Not Approving: If the resolution is not approved, acquisition of right-of-way will be in conflict with state statutes. The County may be in violation of previous IGA's and federal funding will be withdrawn.



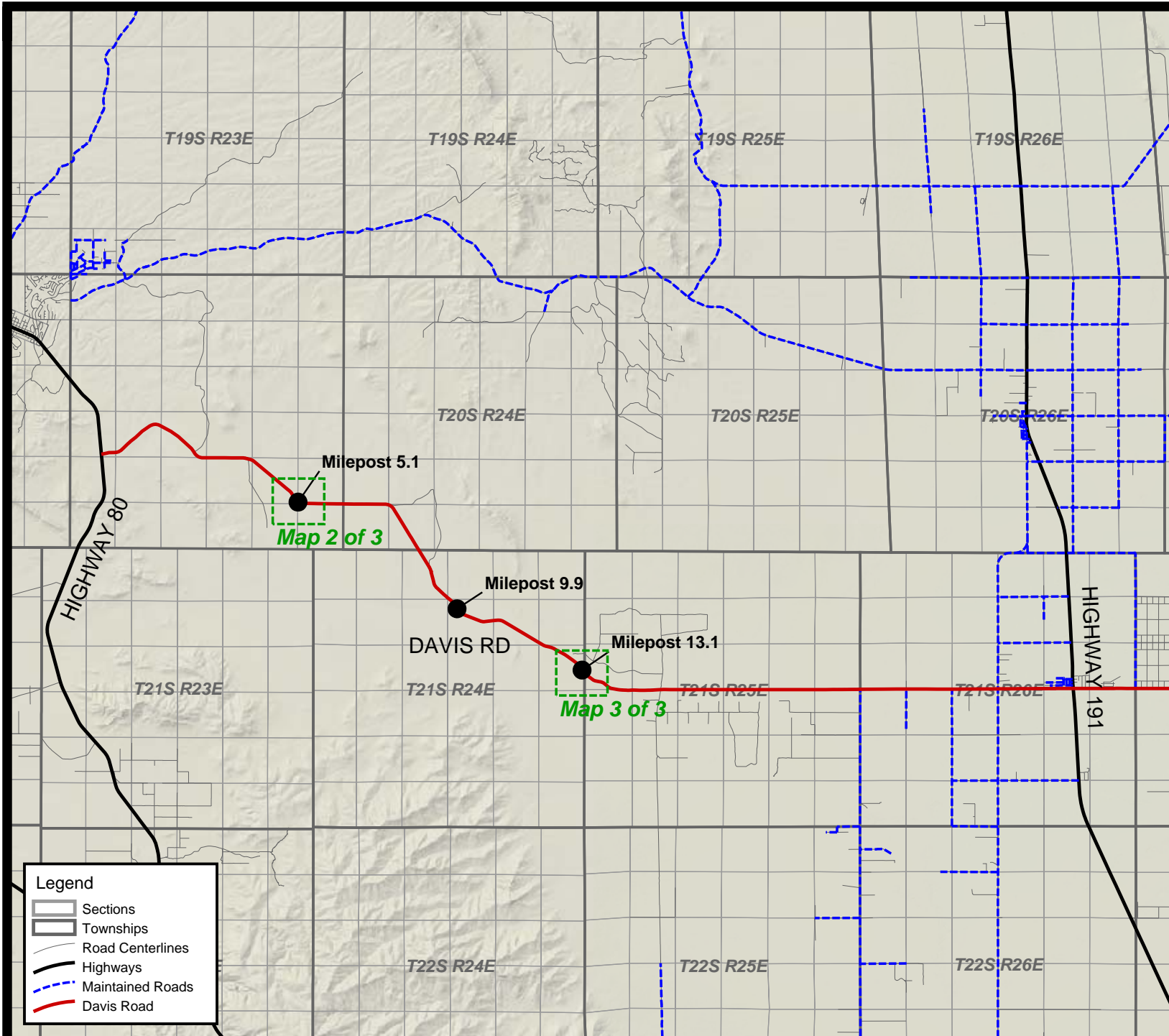
**Map 1 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1 & 13.1
as a Declared
County Highway

This map is a product of the
Cochise County GIS



0' 1" = 16000'



- Legend**
- Sections
 - Townships
 - Road Centerlines
 - Highways
 - Maintained Roads
 - Davis Road

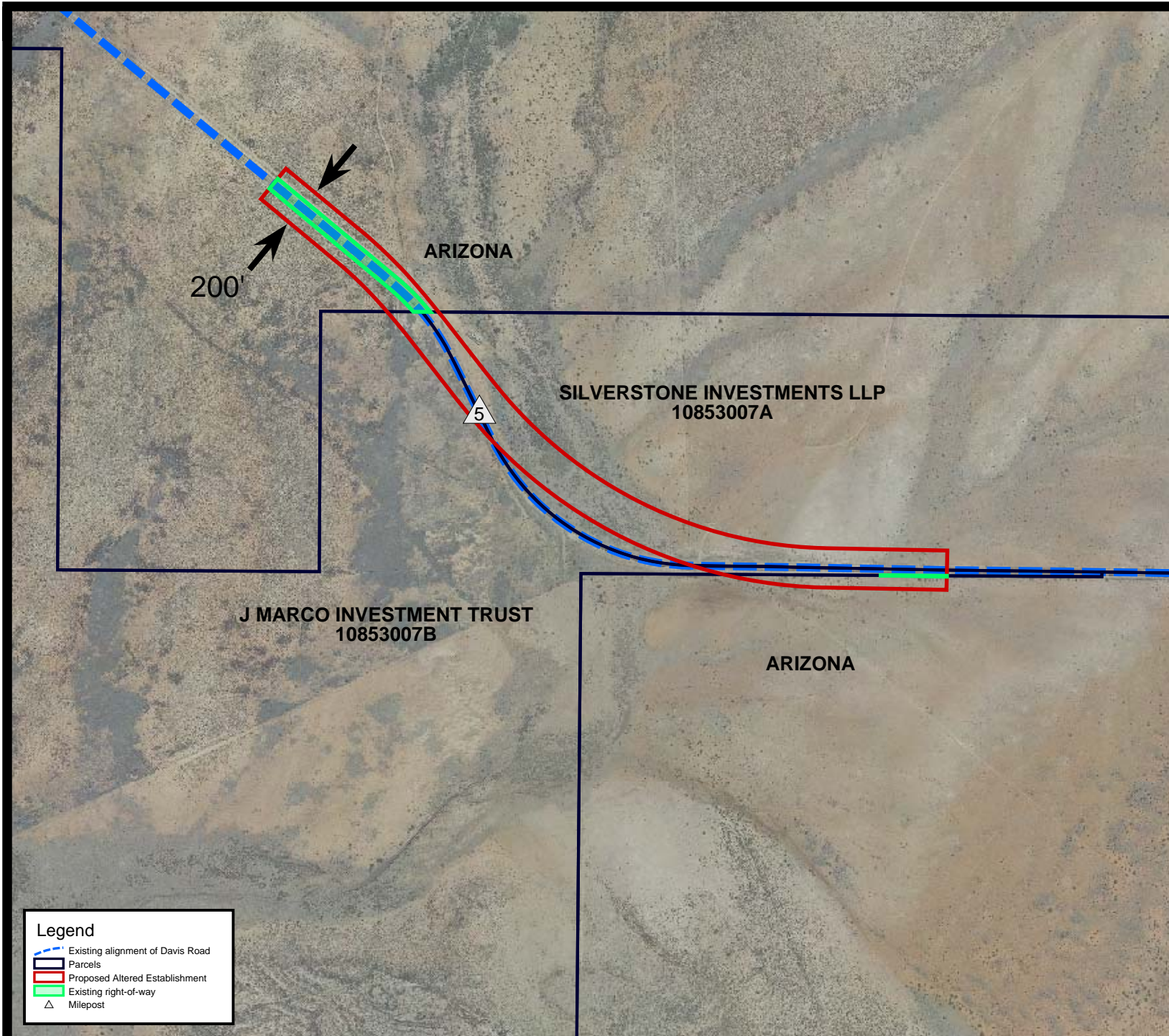


**Map 2 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1
as a Declared
County Highway

Located in
Sections 25, 26
& 36
Township 20 South
Range 23 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost

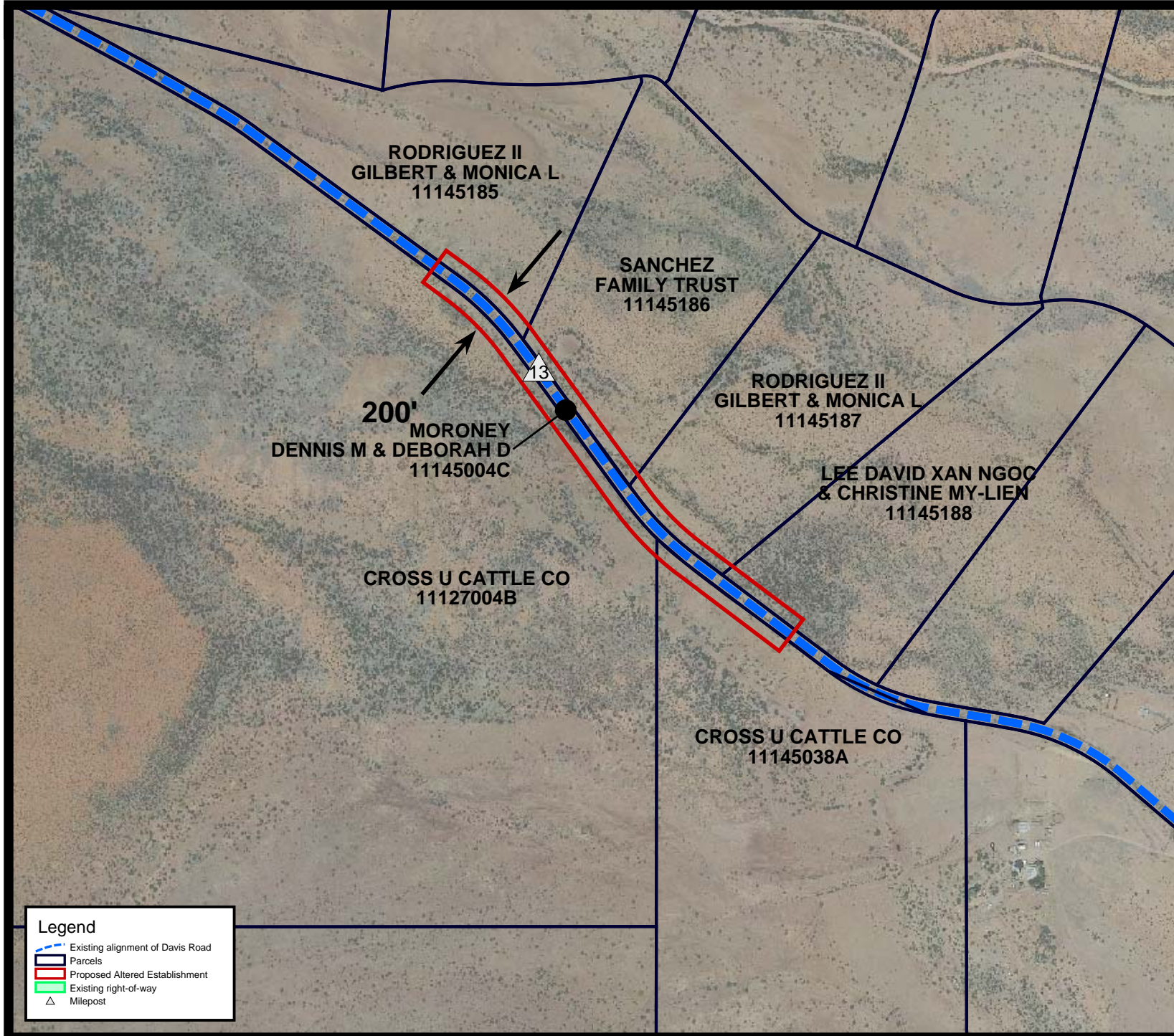


**Map 3 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 13.1
as a Declared
County Highway

Located in
Section 13
Township 21 South
Range 24 East
AND
Section 18
Township 21 South
Range 25 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost



Davis Road Alter Establishment for Milepost 5.1 and 13.1

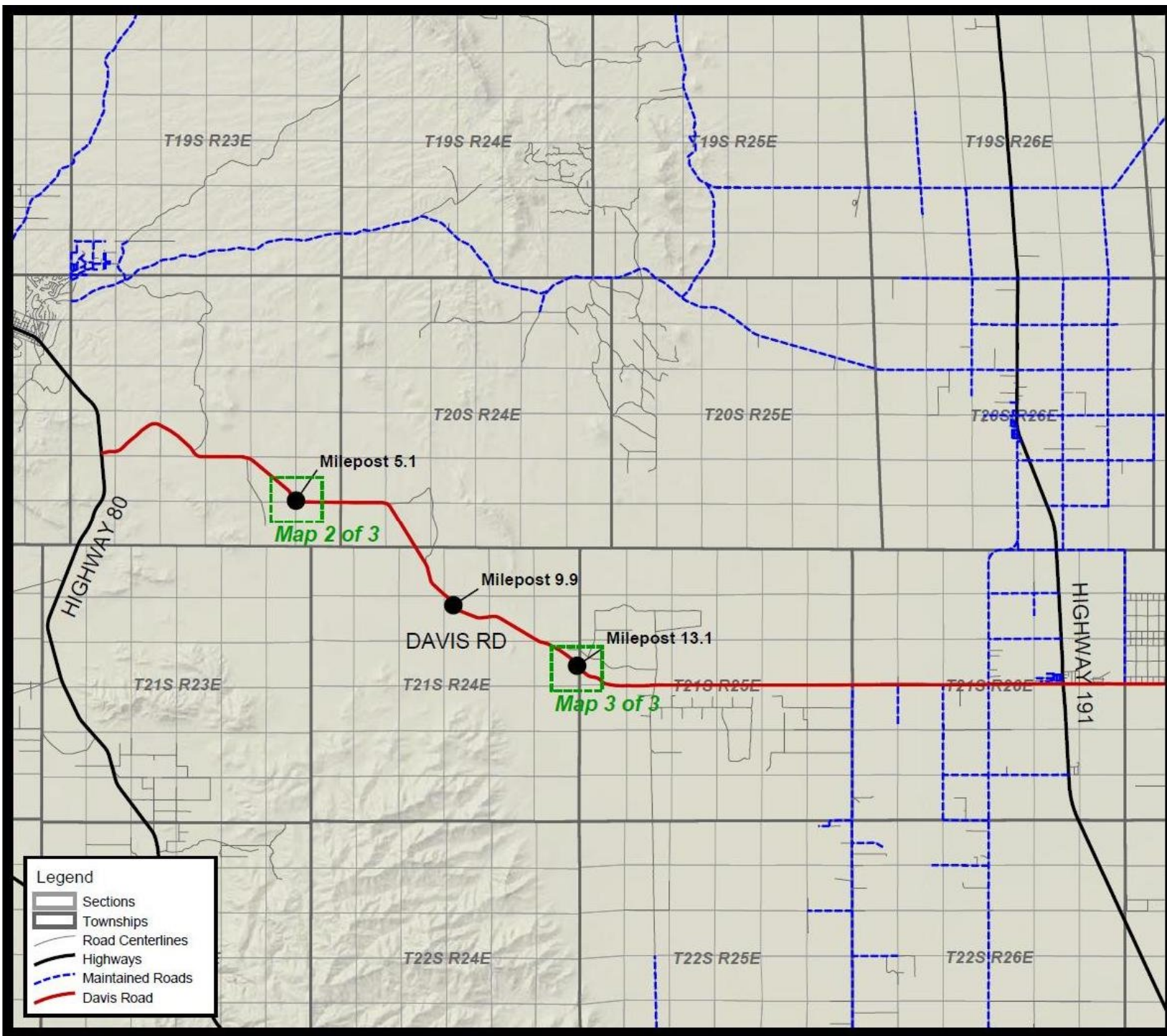
May 21, 2013



**Map 1 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1 & 13.1
as a Declared
County Highway

This map is a product of the
Cochise County GIS



Legend

- Sections
- Townships
- Road Centerlines
- Highways
- Maintained Roads
- Davis Road

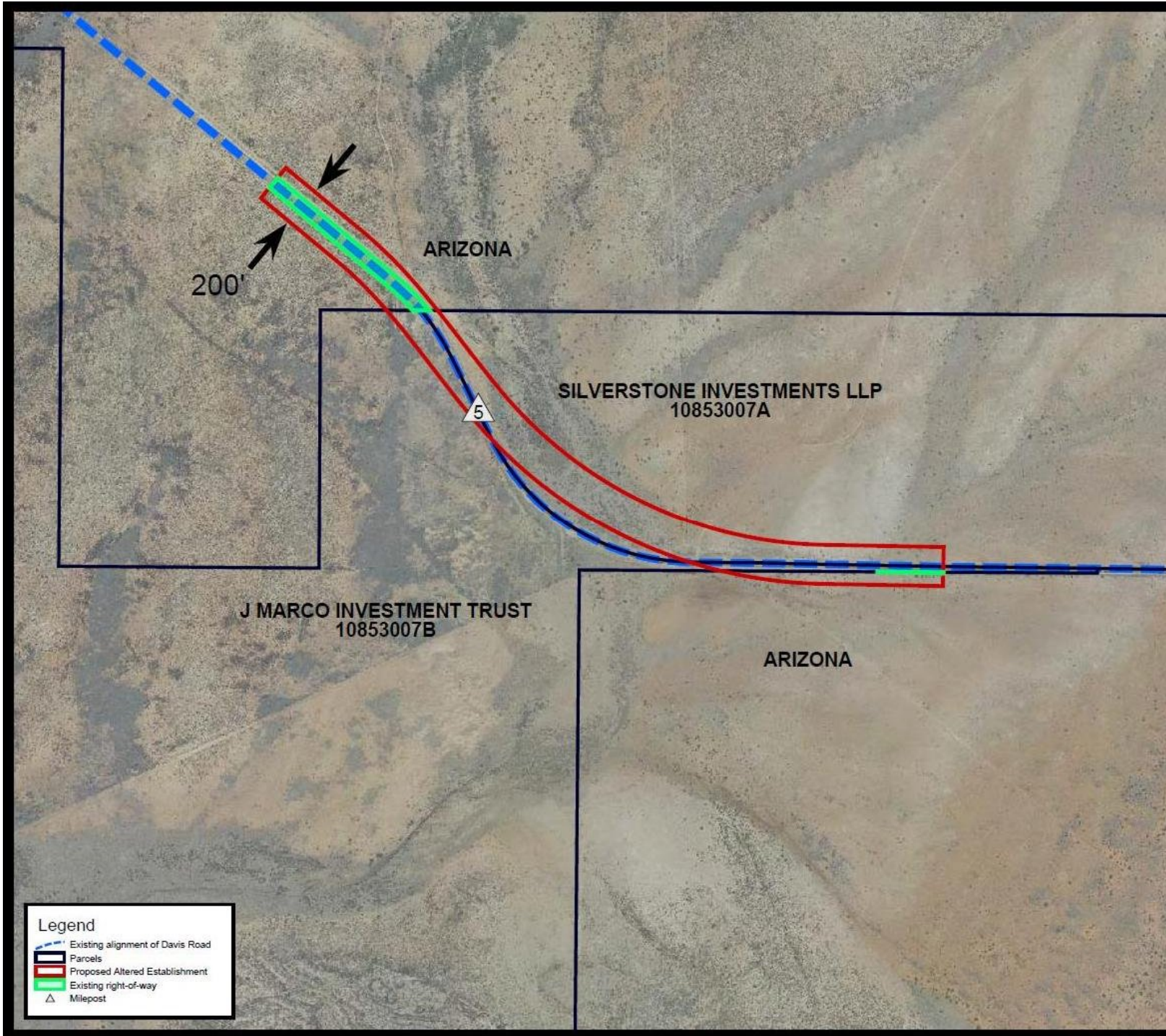


**Map 2 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 5.1
as a Declared
County Highway

Located in
Sections 25, 26
& 36
Township 20 South
Range 23 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost

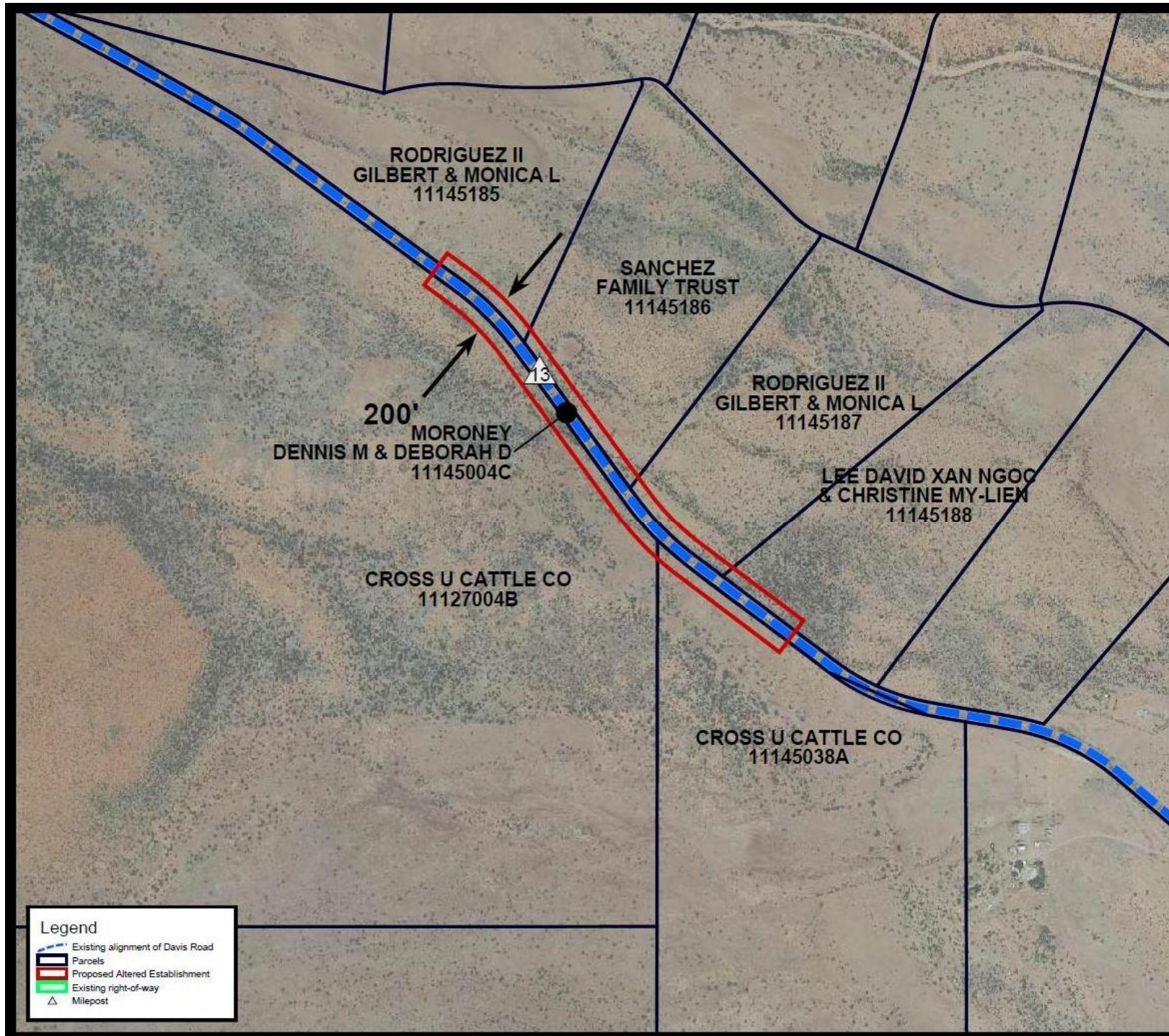


**Map 3 of 3
for Executive
Summary**

Proposed altered
establishment of
Davis Road
MP 13.1
as a Declared
County Highway

Located in
Section 13
Township 21 South
Range 24 East
AND
Section 18
Township 21 South
Range 25 East
G.&S.R.M.

This map is a product of the
Cochise County GIS



Legend

- Existing alignment of Davis Road
- Parcels
- Proposed Altered Establishment
- Existing right-of-way
- Milepost

Davis Road near Milepost 5.1 looking Southeast



Image courtesy of Google Earth

Davis Road near Milepost 13.1 looking Northwest



Image courtesy of Google Earth

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

Petition for Review of Proposed Correction - Walden

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: Felix Dagnino

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: Chief Deputy Assessor

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Uphold or amend the Assessor's Notice of Proposed Correction for parcel 124-13-024 (Walden).

Background:

Mr. Walden received a Notice of Proposed Correction for parcel 124-13-024 on December 7, 2012. He disputed the proposed correction on December 30, 2012. His reasons for disputing are outlined in the attached documents. He claims that in the 4 and one half months since receiving the proposed correction, the Assessor's office has refused to meet, communicate or answer questions regarding his property, thus, he has filed a Petition for Review of Proposed Correction to be heard by the BOS, acting as the County Board of Equalization.

Department's Next Steps (if approved):

The decision will be relayed to all parties involved, including the Treasurer, if the Board decides to amend the Notice of Proposed Correction.

Impact of NOT Approving/Alternatives:

The Board must make a decision either to uphold the Assessor's position or amend the proposed correction

To BOS Staff: Document Disposition/Follow-Up:

None

Attachments

Walden appeal

124-13-024

PETITION FOR REVIEW OF PROPOSED CORRECTION
REAL PROPERTY

FOR OFFICIAL USE ONLY

Pursuant to A.R.S. § 42-16252

FOR PETITIONS FILED IN MARICOPA OR PIMA COUNTY, SUBMIT TO THE STATE BOARD OF EQUALIZATION (SBOE).
IF FILED IN ANY OTHER COUNTY, SUBMIT TO THE COUNTY BOARD OF EQUALIZATION.

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2013 APR 19 A 10:10

- Complete items 1 through 8 as applicable. Complete the form online or print and complete manually. Sign the petition form.
- File this petition (mail or hand deliver) within THIRTY DAYS after the notice of decision is mailed by the Tax Officer to either the County or State Board of Equalization. (4-18-13)
- Include a copy of the original notice (DOR 82179A) and any attachments with this petition.
- Include a current Agency Authorization form (DOR 82130AA) with this petition if the agent did not represent the taxpayer at the Assessor level of appeal.
- A petition is considered to be filed either when actually received by the Board or as of the date of the United States Postal Service Postmark date.

1. COUNTY Cochise BOOK / MAP / PARCEL 124-13-024

2. PROPERTY ADDRESS OR LEGAL DESCRIPTION 653 N. Mira Monte Road; Benson, Arizona 85602

3. TYPE OR PRINT OWNER'S NAME AS LISTED ON TAX ROLL
 NAME John Evan Walden
 ADDRESS 653 N. Mira Monte Road
 CITY Benson STATE Arizona ZIP 85602

4. MAIL DECISION TO:
 NAME John Evan Walden
 ADDRESS 653 N. Mira Monte Road
 CITY Benson STATE Arizona ZIP 85602

5. COMPLETED BY: (Owner, Agent, or Attorney) Owner
 NAME/COMPANY NAME John Evan Walden
 ADDRESS 653 N. Mira Monte Road; Benson, Arizona 85602 TELEPHONE 520-508-3436 (cell)

AGENTS ONLY: State Board of Appraisal Number SBOE Number (Pima and Maricopa Counties Only)

6. BASIS FOR THIS PETITION: Additional documents submitted must contain the book, map and parcel number and be attached to the petition. Evidence contained in this appeal could be the basis for either increasing or decreasing the valuation, changing the classification, or no change.

THIS PETITION IS BASED ON THE FOLLOWING METHOD(S) OF VALUATION: MARKET COST INCOME

(Attached are documents supporting this petition)
The senior freeze began in 2008 tax year. The correct figure is 10 Acres \$8665.
Confused employees filled out documents to show senior freeze began in 2007. Wrong!!!
10 Acre Vacant Land has MARKET Value below \$4,000 due to illegal pipeline built in 2007. 10 Acre of all
illegal pipeline and washes --- Land unusable for housing or any thing else --- worthless, unseizable

7. TAX OFFICER'S PROPOSED CORRECTION

2013 TAX YEAR	LEGAL CLASS	M	LAND FCV:	40,784
	ASSMT. RATIO	13.6	IMPS. FCV:	1,497
			TOTAL FCV:	42,281
			TOTAL LPV:	29,948
TAX YEAR	LEGAL CLASS		LAND FCV:	
	ASSMT. RATIO		IMPS. FCV:	
			TOTAL FCV:	
			TOTAL LPV:	
TAX YEAR	LEGAL CLASS		LAND FCV:	
	ASSMT. RATIO		IMPS. FCV:	
			TOTAL FCV:	
			TOTAL LPV:	

OWNER'S OPINION OF VALUE

TAX YEAR	LEGAL CLASS	M	LAND FCV:	14,336
	ASSMT. RATIO	12.9(?)	IMPS. FCV:	1,497
			TOTAL FCV:	15,833
			TOTAL LPV:	15,833
TAX YEAR	LEGAL CLASS		LAND FCV:	
	ASSMT. RATIO		IMPS. FCV:	
			TOTAL FCV:	
			TOTAL LPV:	
TAX YEAR	LEGAL CLASS		LAND FCV:	
	ASSMT. RATIO		IMPS. FCV:	
			TOTAL FCV:	
			TOTAL LPV:	

8. I hereby request that the proposed correction described above be reviewed by the County or State Board of Equalization and that the Board consider the provided information in making its determination. I hereby affirm that the information included or attached is true and correct.

x John Evan Walden APRIL 14, 2013
 SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE DATE

IN PIMA AND MARICOPA COUNTIES ONLY:
 If you want this appeal to be heard on the record check here and submit any additional written or typed information with this form. This means that neither you nor the Assessor will appear in person before the State Board of Equalization to offer testimony.

124-13-024

NOTICE OF PROPOSED CORRECTION

Pursuant to A.R.S. § 42-16252

FOR OFFICIAL USE ONLY

NUMBER 20120925198

Property Owner: See last page for information regarding this correction.

Notice is hereby given that an error has been discovered in the assessment of the property identified by parcel number or tax roll number in this notice. A description of the error, the reason for the error, and the proposed correction are listed below.

COUNTY COCHISE BOOK/MAP/PARCEL 124 - 13 - 024

IF CHECKED HERE, THIS CORRECTION INCLUDES OTHER PARCELS. SEE ATTACHED MULTIPLE PARCEL FORM.

PROPERTY ADDRESS OR LEGAL DESCRIPTION

OWNER'S NAME ON TAX ROLL

WALDEN JOHN EVAN
653 N MIRA MONTE RD
BENSON AZ 85602

TAX OFFICER

Cochise County Assessor
Philip S. Leiendecker
PO Box 168
Bisbee, AZ 85603
Telephone: (520) 432-8650 FAX: (520) 432-8698

DESCRIPTION OF AND REASON FOR PROPOSED CORRECTION

CORRECT ASSESSMENT - TYPOGRAPHICAL / CLERICAL ERROR ON LAND VALUE. ONLY 10 ACRES ALLOWED ON SENIOR FREEZE. EXCESS MUST BE AT MARKET VALUE.

PROPOSED CORRECTION (TOTAL VALUE OF MULTIPLE PARCELS)

Table with columns for TAX YEAR, FROM, LEGAL CLASS, M, LAND, IMPS, ASSMT. RATIO, TO, and TOTAL FCV/LPV. It shows a correction from a 12.9 ratio to a 13.6 ratio.

SIGNATURE OF TAX OFFICER
WAYNE PITZLIN, DEPUTY ASSESSOR
PLEASE PRINT NAME OF TAX OFFICER

DATE
(520) 432-8650
TELEPHONE

PROPERTY OWNER'S RESPONSE TO PROPOSED CORRECTION

Failure to respond within thirty days from receipt of the notice, or by the extended due date if an extension is granted, constitutes consent to the proposed correction.

OWNER CONSENTS TO PROPOSED CORRECTION AND CHANGES IN VALUE. received Dec. 7, 2012.

OWNER CONSENTS TO PROPOSED CORRECTION IN PART AND DISPUTES THE VALUATION ISSUE(S) ARISING FROM THE CORRECTION.

OWNER DISPUTES PROPOSED CORRECTION. The proposed correction described in this notice is disputed on the following grounds (attach additional sheets if necessary):

Felix Daquina, Chief Deputy Assessor, has agreed to examine the assessments on my parcel 124-13-024 forth with in order to find and correct the mistakes that have been made since the 2007 valuation (2008-2013). In the September 24, 2007

REQUEST FOR A MEETING WITH THE TAX OFFICER. I have stated the reason(s) for my dispute above and I hereby request a meeting with the Tax Officer to discuss the proposed correction described in this notice.

RESPONSE COMPLETED BY: (Specify Owner, Agent, Attorney, etc.) owner

NAME / COMPANY NAME John Evan Walden
ADDRESS 653 N. Mira Monte Road Benson, Arizona 85602

TELEPHONE 520-508-3436 AGENTS ONLY: STATE BOARD OF APPRAISAL # SBOE #

SIGNATURE OF OWNER OR REPRESENTATIVE John Evan Walden TELEPHONE 520-508-3436 DATE Dec. 30, 2012

124-13-024

Board of Equalization hearing, Judge Riley ruled that my parcel be valued at total FCV \$ 15,333. With my senior Freeze that breaks down to

10 acre Residential (freeze)	7168	}	8665 (Freeze)
Improvements (freeze)	1497		
10 acre Vacant Land	7168	}	7168 (Non-freeze)
	<u>15833</u>		

Since the 2010 Valuation, The Assessor seems to have mistakenly doubled-up on the 15,333 Judge Riley assessment ruling. Thus, my 20 acres have been greatly overvalued to the present time.

A second huge factor in the very low value of my parcel is the three pipelines which run the length of the property. A 40 foot easement was illegally expanded during my absence to an 80 foot easement with a 100 foot wide clearing. This destroyed a high desert forest which included large walnut and mesquite trees and thousands of other plants. The pipelines compress the parcel so that it now has only 3 house sites. The aesthetic and practical property value has utterly been destroyed.

A third important factor in the low value of my parcel is that there is no comparable property in my same geographic area --- nothing even close. This land was a railroad siding and railroad industrial yard used for holding materials and shipping large herds of cattle for over 60 years. The land is still blighted land. It is barren, scrappy, washy, isolated land cut off from the rest of section 10 by large washes and a old abandoned railroad bed elevated up to 20 feet. It is a narrow wedge shaped parcel (68 feet wide at the west end) which is cut into thirds by 2 large washes (1 wash about 400 feet wide) and not suited for housing sites. Thus, it has about 1/5 per acre market value of contiguous land.

Finally is "The elephant in the room" --- The Real Estate collapse. Parcel 124-13-024 is worth less than one fifth what it was five years ago. Marginal land loses more value, faster, than quality land. Tax assessments must recognize this. A house burned to the ground has no value. Recovery of lost value is unpredictable.

The above considerations guide property assessment. The market value of my land is extraordinarily low right now less than \$15,000.

John Evan Walden
Dec. 30, 2012

124-13-024

① 2008 Senior Freeze - 10 Acres (\$7,168 Land + 1497 improvements = \$8,665 Total FcV).

On Monday 4-16-07 it was agreed with Terry Anderson (Benson) and Victoria (Vicky) _____ (Bisbee - "Senior Freeze Lady") that my senior freeze for Parcel 124-13-024 (20 acres) would begin in ^{the} 2008 tax year (not 2007) and run through ^{the} 2008 and 2009 tax years at the final assessment figures arrived at by appeal and Judge Riley's ruling later (9-24-2007). Judge Riley ruled

20 Acres \$15,833	{ 10 Acre Residential \$7168 { Improvements 1497 { 10 Acre vacant land 7168	} \$8665 (Freeze)

Victoria (Vicky) _____ received approval from Phoenix (State Govt.) for this. I applied for senior freeze 4-22-07, confident that it would begin in 2008 and run consecutively from there. I explained 7 or 8 times to Terry Anderson and Victoria that I would not apply for the senior freeze at the 2007 or unadjusted 2008 assessment figures which were ludicrously too high. _____ I learned on 2-4-13 (this year) from the assessors office that the senior freeze had not been implemented in 2008 at the final (Judge Riley) assessment figures (Total FcV \$15,833) as agreed but had been implemented at the 2007 assessment figure of Total FcV \$33,137. This is a mistake of \$17,304 which runs into the future each year, year after year. This mistake by the assessor must be corrected immediately, and retroactively to 2008.

124-13-024

② 5 year Freeze of Judge Riley's 2008 Ruling (Sept. 24, 2007) of \$15,833 FOTY.

I was told by Terry Anderson (4-16-07)(Benson) and a 2nd Assessor Representative (9-24-07)(Bisbee/Judge Riley Hearing) that Judge Riley's Assessment Ruling of my 124-13-033 Land would stay in place for an additional 5 years (2008-2013). This amounts to a freeze through 2013 of FOTY \$15,833. This policy avoids a property owner having to appeal erroneous and incompetent assessments year after year. == == == Now, I am told that the Judge's ruling stayed in place for only two years. I went through a series of surgeries during 2007-2012 and relied on what I was told by Assessor Representatives to instruct my helper about handling property taxes. Now I learn that I have been seriously overcharged in Property Taxes and that current Assessments are bizarrely out of touch with reality.

③ 3^{oil} Pipelines, Illegal, Destroy The Property For Housing

In 2007 Kinder Morgan illegally built a 16 inch oil pipeline (during my absence) the half mile length of my 20 acres. My land is a long, pie shaped parcel which is only 68 feet wide at the west end. There are 3 pipelines, now, side by side. Two are in a 40 foot easement on my old Railroad Bed 12 acre parcel 124-13-033. The 3rd pipeline was supposed, by law, to be built in that 40 foot easement. Instead, it was built on my 20 acre parcel in a 100 foot wide clearing a half mile long. The result is that an ancient high desert forest of huge walnut trees, huge mesquite trees, and thousands of other large plants were destroyed. The soil was ripped 4 feet deep to prevent vegetation from regrowing. The pipeline, with its legal setbacks, compress the property so that now I have only 3 possible house sites on the 32 acres (124-13-024 and 124-13-033^(old rail bed)). The illegal pipeline utterly destroyed the aesthetic and economic value of the property. The property has lost over 50% of its market value because of the illegal pipeline!!!

124-13-024

④ Market Crash of 2007-2008-2009 Reduces Market Value Below \$10,000

The market crash has reduced the market value of my land to well below \$10,000 as a theoretical price and to virtually \$000 price as a unsellable property in today's market. My property is extremely marginal land which has lost value to a alarming degree. In addition to the extreme damage done by the pipeline (illegal), the land is by its nature scrappy, washy, old railroad yard land that has about 1/5 per acre market value of contiguous land. It no longer has value as "Housing Land". There is no comparable property in my geographical area. It is a "one of a kind ugly duckling" and must be recognized by property assessors as such.

⑤ 2013 Assessment Changes

The assessment changes for 2013 are incomprehensible, unexplained, bizarre and almost certainly the result of a severely incompetent or mentally ill person.

First (Notice of Value) was \$17,262 Total FCV

Then (source unknown) was \$26,809 Total FCV

Then (Proposed correction No certified mail) was \$42,281 Total FCV

(no notice of change whatsoever - criminal?)
(No meeting with tax officer; Person who showed up was incoherent -- could not communicate or answer questions)

⑥ Assessment People Have Refused To Meet, Communicate or Answer Questions

Since receiving the "Notice of Proposed Correction" in the ordinary mail on Dec 7, 2012 I have tried many times over the past nearly 4 1/2 months to arrange to meet, communicate with, or have questions answered by Assessor's Office people. The assessment people have uniformly refused to meet, communicate or answer questions and have usually behaved bizarrely, rudely, dishonestly or incoherently. I still (April 14, 2013) have not been able to get even the most basic information about this entire matter. Is this some sort of organized crime?

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

IGA with AHCCCS for Supplemental Payments and obtaining Federal match

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME of PRESENTER: Mike Ortega

TITLE of PRESENTER: County Administrator

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve IGA with AHCCCS for Supplemental Payments to Disproportionate Share Hospitals, which authorizes the County to contribute money to obtain Federal matching funds for the benefit of Southeast Arizona Medical Center.

Background:

As discussed at the recent work session with Southeast Arizona Regional Medical Center (SAMC), approval of this IGA will authorize the County to contribute up to \$44,339 in order to obtain a federal match in the amount of \$135,594 for the benefit of SAMC. The Board of Supervisors will later determine whether to make the contribution.

Department's Next Steps (if approved):

Review a financial plan to be put together by SAMC to determine how the County and federal funds would be spent and discuss with the City of Douglas whether it will contribute half of the \$44,339

Impact of NOT Approving/Alternatives:

The County will not be authorized to make a contribution to obtain the federal match.

To BOS Staff: Document Disposition/Follow-Up:

After the Board Chair signs the IGA, the original should be sent to AHCCCS, with a copy to Annie Benson, CEO of SAMC.

Attachments

IGA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")

And

THE COUNTY OF COCHISE, ARIZONA
("Public Entity")

For

Supplemental Payments to Disproportionate Share Hospitals

WHEREAS, the Arizona legislature, during its 50th Legislature, First Regular Session of 2011 enacted Senate Bill 1357 ("SB 1357") as Laws 2011, Chapter 234, which, at section 2, permits the Public Entity, as a political subdivision of the State of Arizona, to contribute public funds to be used as the Non-Federal share of supplemental Medicaid payments to disproportionate share hospitals ("DSH payments"), contingent upon the approval by AHCCCS and the Centers for Medicare and Medicaid Services; and,

WHEREAS, the Public Entity, is authorized to provide for the care and maintenance of the sick of the county and to contract for provision of health services for County residents and is authorized to contract for provision of health services to its residents, funded through the Department of Health Services with federal or state monies, A.R.S. § 11-25.15, A.R.S. § 11-251.18; and

WHEREAS, AHCCCS is authorized to make DSH payments under A.R.S. § 36-2903.01(P); and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-951 et seq. as well as SB 1357 to enter into Intergovernmental Agreements to jointly exercise powers common to the parties or for cooperative action pertaining to reimbursement or advancements of public funds for services performed; and

WHEREAS, the Public Entity and AHCCCS wish to enter into this Agreement in order to permit the Public Entity to provide the Non-Federal Share of DSH payments.

NOW, THEREFORE, the Public Entity and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

1. DEFINITIONS: Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Title 36 of the Arizona Revised Statutes or Title 9, Chapter 22, of the Arizona Administrative Code (A.A.C.) as appropriate.
 - 1.1. Agreement: This document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties. The term "Agreement" is synonymous with "Intergovernmental Agreement."
 - 1.2. AHCCCS: Arizona Health Care Cost Containment System Administration, an agency of the State, which administers the Medicaid program under Title XIX of the Social Security Act in Arizona.
 - 1.3. CFR: Code of Federal Regulations – the official compilation of Federal rules and requirements.
 - 1.4. Public Entity: The County of Cochise, Arizona.
 - 1.5. CMS: The Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.

- 1.6. Day: A calendar day, unless specified otherwise.
- 1.7. DSH: Disproportionate Share Hospital as defined in 42 U.S.C. § 1396r-4 and the Special Terms and Conditions of Arizona's Demonstration Project for Medicaid as approved by the Secretary of the United States Department of Health and Human Services under the authority of 42 U.S.C. § 1315.
- 1.8. DSH Payments means a supplemental payment by AHCCCS acting as the State Medicaid Agency to a hospital that qualifies as a DSH pursuant to the Special Terms and Conditions of Arizona's Demonstration Project for Medicaid as approved by the Secretary of the United States Department of Health and Human Services under the authority of 42 U.S.C. § 1315.
- 1.9. Eligible Hospital(s): Hospitals that AHCCCS has determined meet the requirements of and qualify as a Disproportionate Share Hospital and that are listed in Attachment A to this Agreement.
- 1.10. FFP or Federal Financial Participation: the federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.
- 1.11. State: The State of Arizona.
- 1.12. Non-Federal Share: The portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, for which FFP cannot be claimed and which meet the requirements of 42 C.F.R. Part 433, Subpart B.
2. PURPOSE: The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion and contingent upon AHCCCS and CMS approval, transfer public funds for use as the Non-federal Share of DSH Payments under this Agreement for hospital services rendered from October 1, 2011 through September 30, 2012. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules and regulations.
3. ELIGIBILITY REQUIREMENTS. Monies transferred by the Public Entity and claimed by AHCCCS as Medicaid expenditures under this Agreement may only be used for permissible DSH Payments and distributed to Eligible Hospitals. AHCCCS will determine which Eligible Hospitals are eligible for DSH Payments for hospital services from October 1, 2012 through September 30, 2013 and the amount of any distribution. Eligibility and distribution amount determinations for DSH Payments will be consistent with applicable Federal and State statutes, regulations, rules and the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315.
4. AHCCCS RIGHTS AND OBLIGATIONS.
 - 4.1. Receipt and Distribution of Funds. Consistent with the Special Terms and Conditions of Arizona's Medicaid Demonstration Project as approved by CMS under 42 U.S.C. § 1315, and state and federal laws and regulations, AHCCCS will use the funds transferred by the Public Entity to claim FFP and distribute an amount equal to the sum of the Non-Federal Share transferred by the Public Entity under this Agreement and the corresponding FFP to Eligible Hospitals as DSH Payments for hospital services provided from October 1, 2012 through September 30, 2013 in the amounts shown on Attachment A to this Agreement. Both the Non-Federal Share and the FFP under this Agreement may only be used for DSH payments to Eligible Hospitals.
 - 4.2. AHCCCS Payment Recoupment from Eligible Hospital. AHCCCS, upon prior written notice to the Eligible Hospitals, will require Eligible Hospitals receiving DSH payments as a result of this Agreement, to reimburse AHCCCS upon demand and, if not reimbursed

upon demand, AHCCCS will deduct from any future payments from AHCCCS otherwise due to the Eligible Hospital(s) any amount:

- 4.2.1. Received by the Eligible Hospital from AHCCCS as DSH Payments that were based on inaccurate information provided by the Public Entity or the Eligible Hospital, that are found to be for an excluded expense, or that otherwise result in an inaccurate payment;
 - 4.2.2. Paid by AHCCCS for which an Eligible Hospital's books, records, and other documents are not sufficient to clearly confirm that the Eligible Hospital was entitled to the DSH payments;
 - 4.2.3. Paid by AHCCCS for which the Public Entity's books, records, and other documents are not sufficient to clearly confirm that the funds transferred to AHCCCS are public funds which meet the requirements of 42 C.F.R. Part 433, Subpart B;
 - 4.2.4. Identified as a payments that may not be claimed for FFP as the result of a CMS financial management review, deferral, disallowance, or audit.
- 4.3. AHCCCS is responsible for satisfying CMS requirements regarding reporting, adjusting claims for or reimbursing FFP, as necessitated by a recoupment as noted in Paragraphs 4.1 and 4.2 of this Agreement, or applicable Federal laws, rules and regulations. This provision does not relieve the Public Entity or an Eligible Hospital from their obligations under Paragraph 4.2.1 or the obligations of under Paragraphs 6.2 and 6.3.
- 4.4. In the event AHCCCS recoups DSH Payments from an Eligible Hospital, AHCCCS will promptly return to the Public Entity, without demand, that portion of the recoupment representing the Non-Federal Share contributed by the Public Entity under this Agreement.
- 4.5. Eligible Hospitals will receive and retain one hundred percent (100%) of all DSH payments and except as provided in this Agreement or as required by federal law or regulatory authority Eligible Hospitals are not required to return any portion of the DSH payment to the State, AHCCCS, or the Public Entity.
5. THE PUBLIC ENTITY'S RIGHTS AND OBLIGATIONS.
- 5.1. The Public Entity may, in its sole discretion, transfer to AHCCCS the amount identified in Attachment A to this Agreement which amount shall be used pursuant to Section 4.1 above. The Public Entity warrants that the Non-Federal Share transferred by the Public Entity to AHCCCS is derived from the public sources identified in Attachment A to this Agreement.
 - 5.2. Within fifteen (15) business days of AHCCCS receiving the funds transferred by the Public Entity under this Agreement, AHCCCS will make DSH Payments to the Eligible Hospitals in the amounts shown on Attachment A to this Agreement pursuant to Section 4.1 hereof without any deductions or set offs.
 - 5.3. Within fifteen (15) days after the date of distribution of the DSH payments to the Eligible Hospitals, AHCCCS will provide the Public Entity a report showing the actual distribution of funds to the Eligible Hospitals.
6. COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS FOR STATE FINANCIAL PARTICIPATION
- 6.1. Public Entity warrants that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the funds transferred to AHCCCS are derived from (1) direct or indirect provider-related

donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes other than as permitted in Subpart B.

- 6.2. Public Entity agrees to provide AHCCCS with supporting documentation that provides a detailed description (including but not limited to the amount, source, and uses) and the legal basis for (1) each direct or indirect provider-related donation (in cash or in kind) received by the Public Entity including all bona fide and presumed-to-be bona fide donations, and (2) all health care-related taxes collected.
- 6.3. If Public Entity fails to provide supporting documentation required in section 6.2 of this Agreement, or if any funds transferred by Public Entity are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax. Immediate payment by the Public Entity does not relieve AHCCCS of its authority under section 4.2 of this Agreement to pursue recoupment from the Eligible Hospitals or its obligation under section 4.4 to return to the Public Entity the Non-Federal portion of amounts recouped from the Eligible Hospitals.
- 6.4. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under this Agreement are not federal funds, or are federal funds authorized by federal law to be used to match federal funds. If any funds transferred to AHCCCS under this Agreement are determined to be federal funds such that the Center for Medicare and Medicaid adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the transfer of federal funds.
- 6.5. Public Entity certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the Public Entity to provide the funding.

7. GENERAL PROVISIONS.

- 7.1. Entire Agreement. This document, its attachments and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.
- 7.2. Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.
- 7.3. Contract Term. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement is for one (1) year consistent with the period of time from October 1, 2012 through September 30, 2013 and is not effective until signed by both parties.
- 7.4. Compliance with Laws, Rules and Regulations. AHCCCS, the Public Entity, Eligible Hospitals, and their subcontractors must comply with all applicable Federal and state laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement.
 - 7.4.1. Non-Discrimination. The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race,

creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Arizona Executive Order 2009-09, incorporated into this Agreement by reference, as if set forth in full herein.

- 7.4.2. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 1210112213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 7.5. Choice of Law. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement.
- 7.6. Compulsory Arbitration. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.
- 7.7. Amendments. This Agreement, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as the Agreement.
- 7.8. Notice. Any notice required by the terms of the Agreement and any questions regarding the duties and obligations of this contract shall be directed to:

7.8.1. For AHCCCS:

Michael Veit, Contracts Administrator
AHCCCS
701 E. Jefferson, MD 5700
Phoenix, AZ 85034
Phone: 6024174762
Fax: 6024175957
Email: Michael.Veit@azahcccs.gov

7.8.2. For the Public Entity:

County Administrator
County of Cochise
1415 Melody Lane
Bisbee, AZ 85603
Phone: 5204329469
Fax: 5204329479

- 7.8.3. Notwithstanding section 7.7 of this Agreement, AHCCCS and the Public Entity will give notice by regular mail or any other means reasonably anticipated to provide actual notice to the other party of any change of the address, telephone number, name of the authorized signatory or designee; or name and/or address of the person to whom notices are to be sent.
- 7.9. Termination. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the Public Entity receives written notice of the cancellation unless the notice specifies a later time.
- 7.10. Records. The Parties, including Eligible Hospitals, agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement

for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.

7.11. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.

7.12. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7.13. No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in Eligible Hospitals or any other persons or entities not parties to this Agreement or (2) effect the legal liability of either party to the Agreement with respect to Eligible Hospitals or any other persons or entities not parties to this Agreement.

7.14. No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Eligible Hospitals, and it will not be so construed. Neither AHCCCS' nor the Public Entity's employees will be considered officers, agents or employees of the other or be entitled to receive any employment related fringe benefits from the other.

NOW THEREFORE, AHCCCS and the Public Entity agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

THE COUNTY OF COCHISE, ARIZONA
Public Entity ("Public Entity")

Arizona Health Care Cost Containment System
("AHCCCS")

By: Ann English, Chair, Board of Supervisors

By: Michael Veit, Contract Administrator

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq.

Counsel for Public Entity

Counsel for AHCCCS

Date: _____

Date: _____

ATTACHMENT A

To The Intergovernmental Agreement
Between
The Arizona Health Care Cost Containment System Administration
And
THE COUNTY OF COCHISE, ARIZONA
(the "Public Entity")

Pursuant to the Agreement: (1) the Public Entity has designated the hospitals listed below as Eligible Hospitals, (2) the Public Entity has agreed to transfer public funds in the amount specified below as the Non-Federal Share of DSH Payments to each Eligible Hospital; and AHCCCS has agreed to use the transferred funds to make the DSH Payments specified below:

Eligible Hospital	Non-Federal Share	DSH Payment
Southeast Arizona Medical Center	\$44,339.45	\$135,594.65
Totals:	\$44,339.45	\$135,594.65

Pursuant to Paragraph of the Agreement, the Public Entity warrants that the amounts transferred under the Agreement are derived from the following public sources:

Source	Amount
County of Cochise	\$44,339.45
Total:	\$44,339.45

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

IGA with AHCCCS for Safety Net Hospital and Health System Funding and obtaining Federal matching

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation:

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Mike Ortega
of PRESENTER:

TITLE County
of PRESENTER: Administrator

Mandated Function?:

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

Information

Agenda Item Text:

Approve IGA with AHCCCS for Safety Net Hospital and Health System Funding, which authorizes the County to contribute money to obtain Federal matching funds for the benefit of Southeast Arizona Medical Center.

Background:

As discussed at the recent work session with Southeast Arizona Regional Medical Center (SAMC), approval of this IGA will authorize the County to contribute up to \$436,027 in order to obtain a federal match in the amount of \$1,270,475 for the benefit of SAMC. The Board of Supervisors will later determine whether to make the contribution.

Department's Next Steps (if approved):

Review a financial plan to be put together by SAMC to determine how the County and federal funds would be spent and discuss with the City of Douglas whether it will contribute half of the \$436,027

Impact of NOT Approving/Alternatives:

The County will not be authorized to make a contribution to obtain the federal match.

To BOS Staff: Document Disposition/Follow-Up:

After the Board Chair signs the IGA, the original should be sent to AHCCCS, with a copy to Annie Benson, CEO of SAMC.

Attachments

IGA

INTERGOVERNMENTAL AGREEMENT

Between

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")

and

THE COUNTY OF COCHISE, ARIZONA
("COUNTY")

for

Safety Net Hospital and Health System Funding
Pursuant to S.B. 1357

WHEREAS, the County of Cochise is a political subdivision of the State of Arizona; and,

WHEREAS, the County of Cochise wishes to increase access to primary, specialty, and preventive health care services in order to improve the health care of its uninsured, underinsured, underserved and vulnerable residents, including children eligible for the Arizona KidsCare program; and

WHEREAS, Southeast Arizona Medical Center is a critical access hospital that provides primary, specialty, and preventive health care services to the citizens of southeast Arizona, including children eligible for the Arizona KidsCare program; and

WHEREAS, the Arizona legislature, during its Fiftieth Legislature, First Regular Session of 2011 enacted Senate Bill 1357 ("SB 1357"), which permits the County of Cochise, as a political subdivision of the State of Arizona, contingent upon the approval by AHCCCS and the Centers for Medicare and Medicaid Services ("CMS"), to contribute County (public) funds to be used as the Non-Federal Share of the Medicaid funding to further the purposes identified in SB 1357, which include but are not limited to funding for the Safety Net Care Pool ("SNCP"); and

WHEREAS, the federal government has approved a Demonstration Project that permits AHCCCS to claim as expenditures eligible for FFP costs associated with expanded enrollment in the Arizona KidsCare program and the SNCP; and

WHEREAS, as of December 21, 2009, AHCCCS, pursuant to A.R.S. § 36-2985, stopped processing applications under Arizona Revised Statutes, Title 36, Chapter 29, Article 4 for the KidsCare program due to insufficient funds; and

WHEREAS, A.R.S. § 36-2995 authorizes AHCCCS to accept donations from any source to pay for the administrative and program costs associated with the operation of the KidsCare program; and

WHEREAS, the County, is authorized to enter into this Agreement under A.R.S. §§ 48-5501 et. seq., and SB 1357, and A.R.S. § 11-251(5) and -251(18); and

WHEREAS, AHCCCS is authorized to execute and administer agreements under SB 1357 and under A.R.S. § 36-2903 et seq., and is also authorized to make payments to certain health care providers funded in part by the County pursuant to SB 1357; and

WHEREAS, AHCCCS and the County are authorized by A.R.S. § 11-951 et seq. as well as SB 1357 to enter into Intergovernmental Agreements for cooperative action pertaining to the advancements and reimbursement of public funds for services performed consistent with SB 1357; and

WHEREAS, the County has determined that it is in the best interest of the County to provide the Non-Federal Share of the Medicaid payment to further the goals set forth in SB 1357 by enabling Southeast Arizona Medical Center to participate in the SNCP Program; and

WHEREAS, the County and AHCCCS wish to enter into this Agreement in order to permit the County to provide the Non-Federal Share of the Medicaid payment for the SNCP, which monies will be expended to further these goals.

NOW, THEREFORE, the County and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters set forth herein, mutually agree as follows:

- 1.0 DEFINITIONS: Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Title 36 of the Arizona Revised Statutes, Title 9, Ch. 22, of the Arizona Administrative Code (A.A.C.) and/or as set forth in SB 1357.
 - 1.1 Agreement: This document, together with all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties. The term "Agreement" is synonymous with "Intergovernmental Agreement", "IGA" "Intergovernmental Transfer Agreement," or "IGT Agreement".
 - 1.2 AHCCCS: Arizona Health Care Cost Containment System, an agency of the State, which administers the Medicaid program under Title XIX and the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act in Arizona.
 - 1.3 CFR: Code of Federal Regulations, the official compilation of Federal rules and requirements.
 - 1.4 CMS: Centers for Medicare and Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.
 - 1.5 County: The County of Cochise, Arizona, a political subdivision of the State of Arizona
 - 1.6 Day: A calendar day, unless specified otherwise.
 - 1.7 Demonstration Project: The agreement between the State and CMS that includes: (1) a list of those provisions of Title XIX and Title XXI of the Social Security Act which have been waived by CMS with respect to the State's operation of programs under those Titles, (2) a list of expenditures which CMS has approved as claimable by the State for FFP notwithstanding the limitations on claims in those Titles, and (3) the Special Terms and Conditions associated with the waivers and expenditure authority, including provisions relating to the SNCP Program and the expansion of KidsCare as described in this Agreement.
 - 1.8 Eligible Hospital: That hospital that is owned and operated by Community Healthcare of Douglas, Inc.
 - 1.9 Eligible Providers: Physicians or non-physician practitioners employed by Eligible Hospital, if any, as approved by CMS as part of the Demonstration Project.
 - 1.10 FFP: Federal Financial Participation refers to the federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid and CHIP programs, Titles XIX and XXI of the Social Security Act.

- 1.11 Safety Net Care Pool (“SNCP Program”): Those programs, goods, and services that are authorized by SB 1357, this Agreement, and the Demonstration Project which includes but is not limited to funding to support payments to Eligible Hospitals and Eligible Providers for uncompensated care via the Safety Net Care Pool.
- 1.12 State: The State of Arizona.
- 1.13 Non-Federal Share: The portion of AHCCCS expenditures for the administration and services paid for through the State’s Medicaid and CHIP programs, Titles XIX and XXI of the Social Security Act, which are authorized by SB 1357.

2.0 PURPOSE:

The purpose of this Agreement is to set forth the procedures under which the County will, at its discretion and contingent upon AHCCCS and CMS approval, intergovernmentally transfer public funds as the Non-Federal Share of payments as authorized and permitted under SB 1357 and the Demonstration Project, in order to provide the monies necessary to qualify for federal matching monies in order to: (1) provide health care coverage to children who were potentially eligible for KidsCare under Arizona Revised Statutes, Title 36, Chapter 29, Article 4, but whose eligibility was not determined because the program was closed to new enrollment as of December 21, 2009, due to insufficient funds; and, (2) support safety net health systems through supplemental payments for the costs incurred by Eligible Hospital and Eligible Providers for uncompensated care including, but not limited to, uncompensated care as referenced in SB 1357.

Distributions from the Safety Net Care Pool to Eligible Hospital will be based on goods, and services provided by Eligible Hospital and as described in this Agreement during the period beginning October 1, 2011 and ending December 31, 2013. For each year ending September 30, the SNCP payments will be distributed to Eligible Hospital based on its proportionate share of projected uncompensated care (based on prior period data) of all hospitals eligible for participation in the SNCP Program. Furthermore, payments to each hospital in each year will be subject to a limit computed based on the hospital's uncompensated care costs incurred for a 12-month period covered by the that year, except in the third year when the limit will be computed based on uncompensated care costs incurred between October 1, 2012 and December 31, 2013. Actual distributions from the SNCP to Eligible Hospital and Eligible Providers may occur after December 31, 2013. In addition, expenditures under this Agreement will be made for expanded KidsCare coverage during the period beginning May 1, 2012 and ending December 31, 2013. The actual payments for KidsCare expansion services during the expansion period may occur after December 31, 2013. It is also the intent of the parties that the procedures herein fully comply with Federal and State laws, rules and regulations.

3.0 ELIGIBILITY AND DISTRIBUTION REQUIREMENTS.

Monies generated through this Agreement may only be utilized for expenditures by AHCCCS for the cost of expanding KidsCare enrollment under this Agreement and for payments from the Safety Net Care Pool to Eligible Hospital and Eligible Providers. AHCCCS will determine the amount of the funds provided under this Agreement to support the County’s contribution to the expansion of KidsCare enrollment, which may not exceed 3.0% of the County's total Non-Federal Share contribution. In addition, AHCCCS will determine the extent to which Eligible Hospital and Eligible Providers qualify for payments made pursuant to the SNCP Program, and the amount of any SNCP Program distribution. The expenditure of funds for expansion of the KidsCare program, distribution amounts and related determinations for SNCP Program payments will be consistent with applicable federal and state statutes, regulations, rules, the Demonstration Project including any documents incorporated by reference in the Demonstration Project.

4.0 CONTACT INFORMATION.

AHCCCS. Questions, comments and concerns regarding the duties and responsibilities of AHCCCS are to be directed to:

Tom Betlach, Director, or
Michael Veit, Contracts Administrator
AHCCCS
701 E. Jefferson, MD 5700
Phoenix, AZ 85034
Phone: 6024174762
Fax: 6024175957
Email: Michael.Veit@azahcccs.gov

THE COUNTY. Questions, comments and concerns regarding the duties and responsibilities of the County are to be directed to:

County Administrator
County of Cochise
1415 Melody Lane
Bisbee, AZ 85603
Phone: 5204329469
Fax: 5204329479
Email:

5.0 AHCCCS RIGHTS AND OBLIGATIONS.

5.1 Receipt and Distribution of Funds.

Consistent with the Demonstration Project, state and federal law and regulations and with the Approved State Plans for Medicaid and CHIP, AHCCCS will utilize the funds provided by the County to obtain FFP for the cost of expanding KidsCare enrollment and to distribute payments consisting of combined State and federal Title XIX funds to Eligible Hospital and Eligible Providers as part of the SNCP Program. Both the Non-Federal Share and the FFP under this Agreement may only be used for purposes described in this Agreement.

5.2 AHCCCS Payment Recoupment from Eligible Hospital and Eligible Providers.

5.2.1 AHCCCS, upon prior written notice, will require Eligible Hospital and Eligible Providers receiving payments as a result of this Agreement, to reimburse AHCCCS upon demand and, if not reimbursed upon demand, AHCCCS will deduct from any future payments to the receiving Eligible Hospital or Eligible Provider any amount that is:

5.2.1.1 Received by the Eligible Hospital or Eligible Provider from AHCCCS for payments under this Agreement that have been inaccurately reported or paid or are found by the hospital, provider or AHCCCS to be an excluded expense;

5.2.1.2 Paid by AHCCCS for which Eligible Hospital's or Eligible Provider's books, records, and other documents are not sufficient to clearly confirm that the Eligible Hospital or Eligible Provider was entitled to the amount of payments paid under this Agreement;

5.2.1.3 Identified as payments under this Agreement that, as the result of a CMS financial management review or audit, is not eligible for FFP.

5.2.2 AHCCCS is responsible to satisfy any reporting or FFP reimbursement requirements imposed by CMS, if made as a result of a recoupment as noted in this Paragraphs 5.2 of this Agreement or applicable federal laws, rules and regulations. In the event AHCCCS recoups any payments from Eligible Hospital or Eligible Provider, AHCCCS will promptly return to the County, without demand, that portion of the recoupment representing the Non-Federal Share contributed under this Agreement.

5.2.4 Eligible Hospital and Eligible Providers will receive and retain one hundred percent (100%) of all payments under this Agreement, and except as provided for in this Agreement or as required by federal law or regulatory authority, Eligible Hospital or Eligible Provider is not required to return any portion of any payment made under this Agreement to AHCCCS.

6.0 THE COUNTY'S RIGHTS AND OBLIGATIONS.

6.1 Payment of funds to support SNCP. The County may transfer, in its sole discretion, funds to AHCCCS for the implementation of this Agreement. The total funds the County will transfer to AHCCCS under this Agreement shall not exceed \$436,027.02, which shall be used in furtherance of the provisions of SB 1357 and the SNCP Program and will be funded by local tax revenues.

6.1.1. Timing of Fund Transfers to Support of SNCP. The parties anticipate that funds will be transferred and SNCP distributions will be made quarterly, the first transfer and distributions occurring as soon as practical after federal approval of the Demonstration Project for SNCP, related protocols incorporated by reference in the Demonstration Project, and of the intergovernmental agreements necessary to fund the SNCP Program and the KidsCare expansion. At such time and prior to each quarter thereafter, AHCCCS will provide written notice to the County of the amounts necessary to make SNCP distributions for the quarter as described in this Agreement.

6.1.2. SNCP Distributions. Within fifteen (15) working days after the receipt of the necessary funds from the County, AHCCCS shall make quarterly supplemental payments under the SNCP Program to the Eligible Hospital and Eligible Providers. The maximum annual payment to Eligible Hospital and Eligible Providers shall be determined using the methodology described in the Demonstration Project for the SNCP Program. Total annual payments to Eligible Hospital and Eligible Providers shall not exceed an amount that is equal to the Non-Federal Share designated by the County for such hospital and providers as described in Attachment A plus the FFP associated with the Non-Federal Share.

6.2 Payment of funds to support expanded enrollment in KidsCare. In addition to the amounts set forth in section 6.1. of this Agreement, the County shall transfer such funds as are necessary to support the expansion of enrollment in KidsCare, as follows:

6.2.1. Installment Payments for the Estimated Cost of KidsCare Expansion. Initially, AHCCCS shall establish the amount to be transferred by the County necessary to fund its share of the estimated cost of the first six months of expanded KidsCare enrollment under the Demonstration Project. Thereafter, AHCCCS shall establish similar amounts estimating the cost of expanded KidsCare enrollment on a quarterly basis. The estimated funds shall include AHCCCS' estimate of the costs associated with, but not limited to, any fee-for-service payments (including estimates of the cost of claims Incurred But Not Reported), capitation payments and reinsurance payments to managed care organizations for expanded KidsCare Enrollment, any increase in payments by

AHCCCS to the Arizona Department of Health Services for vaccines for children eligible for KidsCare or to Federally Qualified Health Centers that result from the expansion of KidsCare, and related administrative costs. As part of the process of estimating the cost of expanded KidsCare enrollment for the period covered by each transfer, AHCCCS shall project the total cost of the KidsCare program (including children eligible before and after the expansion) for the same period and multiply that cost by a ratio equal to (1) the projected number of children added during the period due to the expansion by (2) the projected number of children eligible for KidsCare during the period.

6.2.2 Timing of Installment Payments. Following notice from AHCCCS of the initial estimated amount and prior to December 31, 2012, the County shall transfer the estimated amount to AHCCCS. Thereafter, the County shall transfer the estimated amounts at least 30 days prior to the beginning of each quarter.

6.2.3 Payments for Fee-For-Service Claims processed after December 31, 2013. All fee-for-service claims for health care services must be submitted as clean claims within 12 months of the date of service (these claims are sometimes referred to as Incurred But Not Reported claims and/or as the "lag claims"). As such, AHCCCS will receive and process lag claims for children eligible for KidsCare on a fee-for-service basis after expanded eligibility for KidsCare under this Agreement ends on December 31, 2013. Collectively, the County and all other political subdivisions participating in the funding of the SNCP Program shall be responsible for the payment of any difference between that portion of the installment payments that was estimated to be the cost of Incurred But Not Reported Claims and an amount equal to the cost of the lag claims multiplied by a ratio equal to the number of children added due to the expansion by the number of the total number of children eligible for KidsCare during the period.

6.2.4 Payments for Reinsurance Claims. Under the agreements between AHCCCS and managed care entities, AHCCCS may incur obligations to managed care entities to share in the cost of certain KidsCare eligible children (including children added to KidsCare under the Agreement) under the AHCCCS "reinsurance" program. AHCCCS' final payments to managed care entities under the reinsurance program are usually not complete until nineteen (19) months after the end of the contract year. Collectively, the County and all other political subdivisions participating in the funding of the Safety Net Care Pool Program shall be responsible for the payment of any difference between that portion of the installment payments that was estimated to be the cost of the reinsurance program and the actual the cost of reinsurance payments made by AHCCCS to managed care entities for services covered by the reinsurance program to children added to KidsCare under this Agreement.

6.2.5 Payments for Increased costs of Immunizations for KidCare. Under an agreement with the Arizona Department of Health Services ("ADHS"), AHCCCS pays for the cost of vaccines and the administration of vaccines for children enrolled in KidsCare. Collectively, the County and all other political subdivisions participating in the funding of the SNCP Program under this Agreement shall be responsible for the payment of any difference between that portion of the installment payments that was estimated to be the cost of the vaccines for KidsCare eligible children and the proportion of the cost of payments made by AHCCCS to ADHS for vaccines and vaccine administration attributable to children added to KidsCare under this Agreement.

6.2.6. Payment for Reconciliation of FQHC costs. Under the provisions of the Medicaid Act and the Arizona State Plan for Medicaid, AHCCCS is required to reimburse Federally Qualified Health Centers ("FQHC's"), FQHC "look-alikes," and Rural Health Centers ("Centers") at cost for AHCCCS covered services rendered through those Centers. Annually, AHCCCS conducts a reconciliation of the costs reported by these Centers to the total of the actual payments to the

Centers made by AHCCCS and its contracted managed care entities. Collectively, the County and all other political subdivisions participating in the funding of the SNCP Program under this Agreement shall be responsible for the payment of any difference between that portion of the installment payments that was estimated to be the cost of reconciliation payments to such Centers and the proportion of the actual cost of the services provided by the Centers attributable to children added to KidsCare under this Agreement.

6.2.6. Limit to County's Responsibility for Reconciliation Payments. Notwithstanding the above, the County's responsibility for payment of funds to support expanded enrollment in KidsCare, including the reconciliation payments described under Sections 6.2.3 through 6.2.6 shall not exceed 3.0% of the County's Non-Federal Share contribution.

7.0 AHCCCS REPORTING: EXPENDITURE REPORT

AHCCCS will submit to the County a report showing actual distribution of funds to the Eligible Hospital and Eligible Providers under the SNCP Program. The distribution report shall be submitted within fifteen (15) days after the date of distribution of the payments made pursuant to Paragraph 6.1 above.

8.0 GENERAL PROVISIONS.

- 8.1 Entire Agreement. This document, its attachments and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.
- 8.2 Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.
- 8.3 Contract Term. Notwithstanding the facts that certain AHCCCS or County obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement is for the period of time from October 3, 2012 through December 31, 2013.
- 8.4 Compliance with Laws, Rules and Regulations. AHCCCS, the County, Eligible Hospital, and their subcontractors must comply with all applicable Federal and state laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations, of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.
- 8.5 Non-Discrimination. The parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 755, as amended by Executive Order 994, which is incorporated into this Agreement by reference, as if set forth in full herein.
- 8.6 ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 1210112213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 8.7 Amendments. This Agreement, including its term, may be modified only through

a duly authorized written amendment, executed with the same formality as the Agreement.

- 8.8 Termination. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the County receives written notice of the cancellation unless the notice specifies a later time.
- 8.9 Records. The Parties, including Eligible Hospital, agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.
- 8.10 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.
- 8.11 Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 8.12 No Third Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to or Eligible Hospital under this Agreement or effect the legal liability of either party to the Agreement.
- 8.13 No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Eligible Hospital, and it will not be so construed. Neither AHCCCS' nor the County's employees will be considered officers, agents or employees of the other or be entitled to receive any employment related fringe benefits from the other.

9.0 COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS FOR STATE FINANCIAL PARTICIPATION

- 9.1 County warrants that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the funds transferred to AHCCCS are derived from (1) provider-related donations other than bona fide provider-related donations or (2) health care-related taxes other than as permitted in 42 C.F.R. Part 433, Subpart B.
- 9.2 County agrees to provide AHCCCS with supporting documentation that provides a detailed description (including but not limited to the amount, source, and uses) and the legal basis for (1) each provider-related donation received by the County including all bona fide and presumed-to-be bona fide donations, and (2) all health care-related taxes collected. In addition, County agrees to provide AHCCCS, upon request, with supporting documentation that provides a detailed description (including but not limited to the amount, source, and uses) of any funds

transferred under this agreement regardless of whether the funds are derived from provider-related donations or health-care related taxes.

- 9.3 If County fails to provide supporting documentation, or if any funds transferred by County are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to AHCCCS or disallows any expenditures claimed by AHCCCS, then County agrees to reimburse AHCCCS, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax, to the extent not already collected or offset from Eligible Hospital and Eligible Providers.
- 9.4 The County certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under this Agreement are not federal funds, or are federal funds authorized by federal law to be used to match federal funds. If any funds transferred to AHCCCS under this Agreement are determined to be federal funds such that the Center for Medicare and Medicaid adjusts future grant awards to AHCCCS or disallows any expenditures claimed by AHCCCS, then the County agrees to reimburse AHCCCS, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to the transfer of federal funds, to the extent not already collected or offset from Eligible Hospital and Eligible Providers.
- 9.5 The County certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the County to provide the funding.

NOW THEREFORE, AHCCCS and the County agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

COUNTY OF COCHISE
("COUNTY")

ARIZONA HEALTH CARE COST
CONTAINMENT SYSTEM ("AHCCCS")

BY: Ann English, Board Chair Date

BY: Michael Veit, Contracts Administrator Date

ATTEST:

County Clerk
Date

In accordance with A.R.S. § 11-952, undersigned counsel have determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq and A.R.S. §§ 48-5501 et seq .

Counsel for County of Cochise Date

Counsel for AHCCCS Date

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 05/21/2013

Letter to BLM Regarding Southline Transmission Line Project – Electromagnetic Spectrum Within Electronic Test Range as a Natural Resource

Submitted By: Mike Turisk, Community Development

Department: Community Development

Division: Planning & Zoning

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Michael Turisk and Kim Mulhern

TITLE of PRESENTER: Planning Manager and Consultant

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a letter from the Board of Supervisors affirming the Electromagnetic (EM) Spectrum within Ft. Huachuca's Buffalo Soldier Electronic Test Range (BSETR) as a Natural Resource for Bureau of Land Management (BLM) Planning and Management Purposes for the Southline Transmission Project (project).

Background:

The attached letter is to uphold the Electromagnetic (EM) Spectrum within the Buffalo Soldier Electronic Test Range (BSETR) as a Natural Resource for BLM Planning and Management Purposes for the Southline Transmission Project (project). The BSETR has been designated and protected by Arizona Senate Bill 1387, and Ft. Huachuca has identified the EM spectrum as a natural resource that can be severely damaged like other natural resources by an increase in EM interference generated by utility-scale energy projects.

By acknowledging the BSETR as a unique and irreplaceable natural resource, BLM would evaluate the BSETR along with other natural resources in the NEPA documentation for the project. Although military activities are afforded consideration in NEPA processes and associated documentation, identifying the BSETR as a natural resource would ensure that it would be incorporated into all alternative analyses throughout the NEPA and BLM resource management planning processes for the project.

Cochise County is a Cooperating Agency per our BLM MOU, and has partnered with BLM through Coordination and Cooperation under NEPA and FLPMA on project analysis.

BACKGROUND

The Southline Transmission Line Project is a 225-mile, 345-kV and 230-kV transmission line between existing substations at Afton, NM, and Apache, AZ. The project would also make improvements to approximately 130 miles of existing transmission lines between the Apache and Saguaro, AZ substations. The proposed project would consist of two segments: The first segment would be the construction of a new double-circuit 345-kV transmission line linking existing substations at Afton and

Apache. The second segment is an upgrade and rebuild of approximately 130 miles of existing transmission line between the Apache and Saguaro Substations northwest of Tucson. Approximately 40% of the transmission line would be on public land, 30% would be on State land, and the remaining 30% would be on private land.

Department's Next Steps (if approved):

Have each member of the Board sign the letter, and have staff forward the letter to Mr. Mark Mackiewicz, National Project Manager, BLM.

Impact of NOT Approving/Alternatives:

The Buffalo Soldier Electronic Testing Range will not be acknowledged as a natural resource for the purposes of BLM review of the Southline Transmission Line Project.

To BOS Staff: Document Disposition/Follow-Up:

Please send the letter directly to Mr. Mark Mackiewicz, National Project Manager, BLM, at the address listed in the letter.

Attachments

Board Letter to BLM

Board of Supervisors

Ann English
Chairman
District 2

Richard R. Searle
Vice-Chairman
District 3

Patrick G. Call
Supervisor
District 1



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie Howard
Clerk

April 16, 2013

Mark Mackiewicz, PMP
National Project Manager
Bureau of Land Management
Washington Office
Division of Lands and Realty (WO-350)
Washington, D.C. 20036
Tel: (435) 636-3616

Stationed At:
BLM Price Field Office
125 South 600 West
Price, Utah 84501

Sent via email to: mmackiew@blm.gov

RE: Southline Transmission Line Project – Electromagnetic Spectrum within Buffalo Soldier Electronic Test Range is a Natural Resource for Planning and Management Purposes

Dear Mr. Mackiewicz:

This letter has been prepared by the Cochise County Board of Supervisors on behalf of Cochise County as a local agency partnering with BLM through Coordination and Cooperation under NEPA and FLPMA on the Southline Transmission Line Project (herein referred to as Project) analysis. Cochise County is also submitting these comments as a Cooperating Agency under our BLM MOU for this Project.

We request that our comments be treated as substantive and that they are factored into alternative creation, utilized as decision criteria, and incorporated into alternative analysis during all aspects of the NEPA and BLM resource management planning processes. Our goal is to provide information that will be used throughout the NEPA process and BLM planning to consistently address protection of a significant natural resource, the electromagnetic (EM) spectrum within

the Buffalo Soldier Electronic Test Range (BSETR), which has been designated and protected by Arizona Senate Bill 1387. The unique topography and geology of the mountain ranges surrounding the BSETR create an extremely quiet EM spectrum. The EM spectrum within the BSETR is a natural resource that can be severely damaged by an increase in electromagnetic interference just as other natural resources, such as species habitat, can be impacted by projects. Fort Huachuca has included the EM spectrum as a natural resource in its NEPA documentation over the past year.

In addition to potential damage to this natural resource, the BSETR is of vital economic interest to Cochise County as well as the national security of the United States of America. While consideration of military operations in a separate section of the NEPA document provides a discussion of impacts to national security, this approach fails to evaluate the potential for damage to a unique and irreplaceable natural resource.

We recommend the following measures be taken immediately:

1. Because the Electromagnetic (EM) Spectrum within the Buffalo Soldier Electronic Test Range is a unique and irreplaceable natural resource, the EM Spectrum needs to be evaluated as a natural resource and receive equal treatment with other natural resources in your NEPA documentation.
2. Proper consideration of mitigation of potential damage to the EM Spectrum, such as underground routing of transmission lines, should be a key consideration of alternatives analysis in order to protect this natural resource just as other natural resources are considered in alternatives analysis.
3. On a Statewide level, we also recommend that BLM utilize our recommendations above on all other current and future transmission line projects that have the potential to affect the EM spectrum within the BSETR, including the Sunzia Transmission Project.

Sincerely,

Ann English, Chairman
Cochise County Board of Supervisors

Richard R. Searle, Vice-Chairman

Patrick G. Call, Supervisor, District 1

Cc: Michael J. Ortega, County Administrator
Gussie Motter, Deputy Clerk of the Board

Regular Board of Supervisors Meeting**Meeting Date:** 05/21/2013

Approve Contract Renewal for Bulk Diesel & Unleaded Fuel

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** David Seward **TITLE of PRESENTER:** Procurement Director**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. IFB 12-22-HFM-04 for Bulk Fuel (diesel & unleaded) to Union Distributing in the estimated amount of \$2,212,088 for the period of June 21, 2013 through June 11, 2014 for the Fleet Management Department.

Background:

This will be the first renewal of Contract No. IFB 12-22-HFM-04 approved by the Board of Supervisors on June 12, 2012. Union Distributing has agreed to the renewal at the same pricing and terms.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

Procurement would be required to obtain quotes every time there was a requirement for bulk fuel resulting in higher prices and additional workload for both the Procurement and Fleet Management Departments.

To BOS Staff: Document Disposition/Follow-Up:

No Action Required.

Fiscal Impact**Fiscal Year:****One-time Fixed Costs? (\$\$\$):****Ongoing Costs? (\$\$\$):****County Match Required? (\$\$\$):****A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):****Source of Funding?:****Fiscal Impact & Funding Sources (if known):**

The Fleet Management Department has budgeted for this expenditure in the FY 2013-14 budget in fund lines;

Diesel

600-1710-1730-412.710 \$456,100

600-1710-1740-412.710 \$735,500

Unleaded

109-1750-9-412.700 \$1,020,488

Attachments

Contract Renewal Letter



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

April 24, 2013

Union Distributing Company
James C. Kaskie
622 S. 56th Avenue
Phoenix, AZ 85043

Re: Contract Renewal #IFB 12-22-HFM-04 – Bulk Fuel

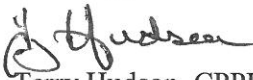
Dear Mr. Kaskie;

The Cochise County Board of Supervisors approved the above referenced contract with your firm on June 12, 2012 for the period of June 12, 2012 through June 11, 2013. The terms and conditions of the original agreement allow for the option to renew the agreement for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this agreement for the term of June 12, 2013 through June 11, 2014. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

For your convenience and copy of the current contract pricing is attached. If you have any questions regarding this process, please contact me at 520-432-8391 or thudson@cochise.az.gov.

Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

 X Agree to a one-year renewal at the exact same pricing and terms.

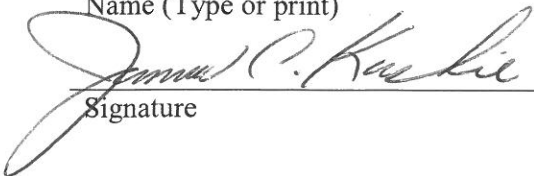
 Agree to a one-year renewal with the changes shown on the attached. Indicate any changes on a separate document and return it with this form.

JAMES C. KASKIE

SUPPLY MANAGER

Name (Type or print)

Title



Signature

4-29-13

Date

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to furnish and deliver Bulk Fuels on a Keep Full basis in compliance with all terms, conditions, specifications and amendments in the solicitation.

Pricing:

The bid prices shall be the vendor's markup or markdown (+/-) for fuel delivered to the County facilities listed below. This amount will be added or deducted from the Oil Price Information Service (OPIS) weekly reported Tucson average rack price. Pricing for each week's (Sunday through Saturday) fuel shall be the published Tucson average rack price based on the preceding Thursday's weekly report plus the markup or markdown for full or partial loads dependent on the quantity delivered. Submitted fuel prices shall include any delivery or pumping charge and will remain in effect for the duration of the contract. All prices will be exclusive of federal excise taxes.

Location	Bid Item	Fuel Type	Amount of markup or markdown (+/-) per gallon
Highway Department Materials Yard, 1420 E. Maley St. Willcox, Arizona	1.	Diesel	\$ +0.095
	2.	Unleaded	\$ +0.095
Road Yard #1, 17275 Maintenance Rd. Bisbee, Arizona	3.	Diesel	\$ +0.05
	4.	Unleaded	\$ +0.05
Road Yard #2 Leslie Canyon Rd. Douglas, Arizona	5.	Diesel	\$ +0.095
	6.	Unleaded	\$ +0.095
Road Yard #4 901 E. 4 th St., Hwy 86 Benson, Arizona	7.	Diesel	\$ +0.095
	8.	Unleaded	\$ +0.095
Elfrida Road Yard, Thompson & Mormon Rd. Elfrida, Arizona	9.	Diesel	\$ +0.095
	10.	Unleaded	\$ +0.095
Western Regional Landfill 2595 N. Sagebrush Rd. Huachuca City, AZ	11.	Diesel	\$ +0.095
	12.	Unleaded	\$ +0.095
	13.	Diesel	\$ +0.095

Indicate above if the prices offered will be marked up or down (+/-)

Indicate if a Prompt Payment discount is offered. NONE

UNION DISTRIBUTING CO. JAMES C. KASKIE
Company Name Representative Name

Regular Board of Supervisors Meeting**Meeting Date:** 05/21/2013

The Arizona Partnership for Immunizations

Submitted By: Gussie Motter, Board of Supervisors**Department:** Health & Social Services**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature Required **# of ORIGINALS** 2
Submitted for Signature:**NAME of PRESENTER:** Ray Falkenberg **TITLE of PRESENTER:** Administrative Services Manager**Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the Billing Services Contract between Cochise Health and Social Services and The Arizona Partnership for Immunizations (TAPI), a non-profit Arizona corporation effective for a one year term with automatic annual renewals.

Background:

CHSS has been diligently working to establish bilateral contracts with numerous private insurance companies so the county can begin to bill for some health services that it provides. To date, we have received BOS approval for two such contracts, with one additional contract pending.

Concurrent with this initiative, CHSS management has been investigating third-party billing services to assist with the billing process. Based on numerous factors, it was decided by health management that the TAPI model best meets the needs of the department.

Salient features of the TAPI model include the following:

- Ease of implementation. TAPI provides an on-line eligibility confirmation system (including training), that is similar to the tool we currently use to determine AHCCCS eligibility. The TAPI tool includes information for all contracted private and public insurance plans (including AHCCCS), so only one on-line eligibility tool will be needed. Conversely, if Cochise County were to develop an in-house billing system, eligibility verification would need to be undertaken separately for each insurance plan.

Claim filing will consist of transmitting to TAPI a copy of our patient encounter form, which form is already completed for all patients regardless of insurance coverage. Hence, additional paperwork is avoided.

- TAPI already maintains contracts with the top private insurers in the state, covering approximately 90% of privately insured children in Arizona. Cochise County can immediately benefit from TAPI's contracts rather than continuing its own contracting/ credentialing process with each insurance company.

- No vaccine payment to TAPI unless the county's vaccine costs are 100% covered. CHSS receives payment for up to 100% of a vaccine's cost before TAPI is compensated for the vaccine. Once vaccine reimbursement reaches 100% of the county's actual cost, TAPI receives 40% of the incremental amount.

Additionally, TAPI receives 40% of the administration fee. This claims-sharing formula represents the total cost to the county.

Based on the volume of potential private insurance vaccines administered in calendar year 2012, CHSS would have generated nearly \$6,000 in net incremental revenue. TAPI's total compensation would have been \$954, or 14% of total reimbursement, illustrated as follows:

Total Reimbursement \$6,771 100%
TAPI Share \$ 954 14%
CHSS Share \$5,817 86%

This is considered to be a very good value for the county. For the \$954 in potential foregone revenue in this example, the county will receive the following services:

- Ability to collect under all of TAPI's master insurance company contracts.
 - Full access to TAPI's on-line eligibility site.
 - Training in all aspects of the process.
 - All billing labor – the only steps county employees need to take are (i) confirm patient eligibility and (ii) transmit the patient encounter form to TAPI. TAPI performs all other billing and collection functions, and remits a net check to the county.
- Cochise County can transition to an in-house system at any time. TAPI is a non-profit entity with the primary mission to increase childhood vaccination rates in Arizona. If Cochise County determines over time (based on the information gained during our initial experience with TAPI) that it would be advantageous to take billing in-house, TAPI will gladly advise and assist in the transition.

Members of TAPI include the Arizona Department of Health Services; AHCCCS; various county health departments, community health centers, and fire departments; and various private corporations, foundations, professional organizations, and children's advocacy groups.

Through the joint efforts of TAPI's 400 public and private partners, immunization coverage rates in Arizona have improved dramatically, with nearly three in four children fully immunized by age two (up from only 43% in 1993).

Currently nine AZ counties (Maricopa, Pima, La Paz, Apache, Mojave, Gila, Graham, Navajo, and Yuma) use TAPI to bill for children's vaccines. Health directors at these counties report favorable outcomes with the TAPI model.

Radi Ann Porter (Director of Nursing) is satisfied with the Contract from an operational perspective, and Terry Bannon is satisfied from a legal standpoint. The Contract may be terminated at any time by either party with sixty days' written notice.

Department's Next Steps (if approved):

The Department respectfully asks for approval

Impact of NOT Approving/Alternatives:

It will take considerably longer to establish a reliable internal billing system, including finalizing contracts with numerous other private insurance companies, identifying and allocating internal staff resources, and training front-office staff on numerous individual company eligibility systems. Importantly, implementing TAPI's system does not preclude Cochise County from eventually establishing an in-house system. In fact, the information and experience obtained from initially teaming with TAPI would be instrumental in setting up such a system, a process with which TAPI is willing to assist.

To BOS Staff: Document Disposition/Follow-Up:

Does not require Board signature.

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 cost model described above is considered very reasonable in light of the value of services received. Cochise County will benefit by commencing on July 1, 2013 the turn-key billing of private health insurers for vaccination services provided. This is much sooner than the county could set up a comprehensive in-house eligibility and billing system.

Attachments

TAPI contract

Presentation

TAPI- THE ARIZONA PARTNERSHIP for IMMUNIZATION- COST RECOVERY PROGRAM-BILLING

PROJECT: Cochise County dba Cochise Health and Social Services

CONTRACTOR: TAPI- The Arizona Partnership for Immunization

AMOUNT: 40% of funds received for billing services, including admin fee and vaccine reimbursement above drug cost

FUNDING: Cochise County dba Cochise Health and Social Services- Immunization Program

THIS CONTRACT is entered into between TAPI- The Arizona Partnership for Immunization a corporate nonprofit of the State of Arizona, and Cochise County dba Cochise Health and Social Services, hereinafter called Cochise County dba Cochise Health and Social Services.

WITNESSETH

WHEREAS, Cochise County dba Cochise Health and Social Services operates vaccination clinics on behalf of the Cochise County dba Cochise Health and Social Services-

And

Whereas, Cochise County dba Cochise Health and Social Services requires the services of a contractor (TAPI) qualified to coordinate billing services in order for Cochise County dba Cochise Health and Social Services to be compensated for Immunization services provided to health plan members; and,

WHEREAS, TAPI is qualified and willing to provide such services; and,

WHEREAS, pursuant to Cochise County dba Cochise Health and Social Services TAPI is the vendor qualified to perform said services.

Now, THEREFORE, the parties hereto agree as follows:

ARTICLE I- TERM AND EXTENSION/RENEWAL

This Contract, as awarded by Cochise County dba Cochise Health and Social Services, shall commence upon the date of execution. The contract period shall be one year from date of execution. Either party may terminate this Contract by providing written notification of their intent to terminate a minimum of sixty days in advance of such termination. This contract will automatically renew annually unless prior written notification of intent to terminate this contract is provided by either party a minimum of sixty (60) days prior to the annual renewal date. The parties may renew this Contract for up to four (4) one-year periods or any portion thereof. Any modification or extension of the Contract termination date shall be by formal written amendment executed by the parties hereto. Amendments to the Contract must be approved by both parties, before any work or deliverables under the Amendment commences.

ARTICLE II- SCOPE

A. Billing:

This agreement will establish a program operated by TAPI to coordinate billing for public health clinics so that counties and Cochise County dba Cochise Health and Social Services can be compensated for services to health plan members. TAPI will ensure that the health plans have claims data records for their clients. Cochise County dba Cochise Health and Social Services will receive payment for appropriately billed services (administration fee and/or vaccines) for services provided to privately insured clients as well as clients listed to be on the Arizona State Medicaid Program Arizona Health Care Cost Containment System (AHCCCS)

B: TAPI will:

1. Coordinate contracts for public health services billing with each commercial health plan.
2. Coordinate process for reimbursement for commercial health plan patients.
3. Communicate with Arizona Department of Health Services (ADHS), Vaccine for Children (VFC) and Arizona State Immunization Information System (ASIS) to ensure necessary financial collaboration.
4. TAPI agrees to use safe guards to ensure data is Health Insurance Portability and Accountability Act (HIPAA) compliant and patient data protected.
5. TAPI will make available support equipment recommendations based on industry standards.
6. TAPI will offer education services on claims processed for Cochise County dba Cochise Health and Social Services Immunization Clinics when requested.
7. TAPI will offer general immunization education and updates to Cochise County dba Cochise Health and Social Services staff as needed and requested.
8. TAPI will conduct six (6) yearly open forum meetings updating key public and private stakeholders about the public health billing process.
9. For the billing process TAPI will:
 - I. Process Claims on behalf of Cochise County dba Cochise Health and Social Services
 - II. Communicate information for each individual health plan
 - III. Receive payment for submitted claims.
 - IV. Reimburse Cochise County dba Cochise Health and Social Services for a portion of the claims payments received.

C: Cochise County dba Cochise Health and Social Services will:

1. Use a standard billing encounter form which conforms to regulatory billing requirements.
2. All immunization billing and demographic records of the health plan members will be sent to TAPI for processing using electronic submission of claims to health plans for payment, unless paper HCFA 1500s are required by the payer.

3. Train staff to verify insurance at the clinics using online real time insurance eligibility tool provided by TAPI. This will assist the Clinics to provide private vs. VFC vaccine at the point of service.
4. Provide TAPI the cost per dose of all vaccines to be billed, to ensure accuracy for the payment calculation.

ARTICLE III- PAYMENT

In consideration of this contract, TAPI agrees to pay Cochise County dba Cochise Health and Social Services as follows:

BILLING: TAPI will receive 40% of the claims paid for administrative fees; as well as 40% of claims paid for vaccine reimbursement above Cochise County dba Cochise Health and Social Services' cost of vaccines. Over time the payment methodology will be revised, once sufficient volumes of private vaccine billing are available to enable an accurate vaccine revenue and expense projection to ensure that both TAPI and Cochise County dba Cochise Health and Social Services' cost are covered. All changes in percentage will be done through an amendment to this contract in writing and signed by both parties.

ARTICLE IV-INSURANCE

CONTRACTOR (TAPI) shall obtain and maintain at its own expense, during the entire term of this contract the following type(s) and amount(s) of insurance:

- A. Commercial General Liability in the amount of \$1,000,000.00 combined, single limit Bodily injury and Property Damage. Cochise County dba Cochise Health and Social Services is to be named as an additional insured for all operations performed within the scope of the agreement between Cochise County dba Cochise Health and Social Services and TAPI.
- B. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this agreement with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily injury and \$1,000,000.00 Property Damage.
- C. If this agreement involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- D. If required by law, workers' compensation coverage including employees' liability coverage.

ARTICLE V- INDEMNIFICATION

CONTRACTOR-TAPI shall indemnify, defend, and hold harmless Cochise County dba Cochise Health and Social Services, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by TAPI, its agents, employees, or anyone under its direction or control or on its behalf in connection with performance of this contract.

TAPI warrants that all products and services provided under this contract are non-infringing. TAPI will indemnify, defend and hold harmless Cochise County dba Cochise Health and Social Services from any claim of infringement arising from services provided under this contract or from provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI- COMPLIANCE WITH LAWS

TAPI shall comply with all federal, state, and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract, and any disputes arising hereunder. Any action relating to this contract shall be brought in a court of the State of Arizona in Maricopa County. Any changes in the governing laws, rules, and regulations during the terms of this contract shall apply, but do not require an amendment.

ARTICLE VII- INDEPENDENT CONTRACTOR

The status of TAPI shall be that of an independent contractor. Neither TAPI, its officers, agents or employees shall be considered an employee of Cochise County dba Cochise Health and Social Services or, or be entitled to receive any employment-related fringe benefits under any merit system now in place or to be created during the length of this contract. TAPI shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this contract and shall indemnify and hold Cochise County dba Cochise Health and Social Services harmless from any and all liability which Cochise County dba Cochise Health and Social Services may incur because of TAPI's failure to pay such taxes. TAPI shall be solely responsible for program development and operation.

ARTICLE VIII- SUBCONTRACTOR

TAPI will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that TAPI is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of Cochise County dba Cochise Health and

Social Services to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX- ASSIGNMENT

TAPI retains its right to assign its rights of this contract, in whole or in part, without any prior written approval of Cochise County dba Cochise Health and Social Services. Approval may be withheld at the sole discretion of TAPI, provided that such approval would not seek to harm Cochise County dba Cochise Health and Social Services or its parent or affiliates, in which case approval shall not be unreasonably withheld.

ARTICLE X- HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY (HIPAA)

The parties acknowledge that Cochise County dba Cochise Health and Social Services' Immunization Program is a "covered entity" as defined in 45CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and provides individually identifiable health information or PHI (as defined by HIPAA) to TAPI as a Business Associate (as defined by HIPAA), the Business Associate Agreement is set forth in this Contract

ARTICLE XI- LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

ARTICLE XII- SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S., 35-391.06 and 393.06 TAPI hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by TAPI may result in action up to and including termination of this contract. Whereas Cochise County dba Cochise Health and Social Services certifies that it does not have scrutinized business operations in Iran or Sudan, whereas the submission of a false certification by Cochise County dba Cochise Health and Social Services may result in action up to and including termination of this Contract.

ARTICLE XIII- ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby suspended and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signature(s) to this Contract on the date written below.

Cochise County dba Cochise Health and Social Services
IMMUNIZATION PARTNERS & OFFICERS

TAPI- THE ARIZONA PARTNERSHIP
FOR IMMUNIZATION

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

APPROVED AS TO CONTENT

By: _____
Cochise County dba Cochise Health and Social Services

Date

By: _____
The Arizona Partnership for Immunization Date

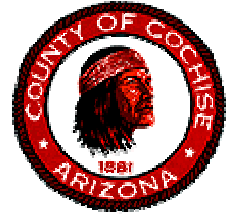
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Cochise County



Cochise Health and Social
Services

and

The Arizona Partnership for
Immunizations (TAPI)

Billing Services Contract

"Public Programs, Personal Service."

Cochise County

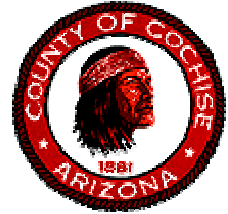


Features of TAPI Model

- Ease of implementation
- TAPI master insurance company contracts already in place
- Turn-key start up on July 1, 2013

"Public Programs, Personal Service."

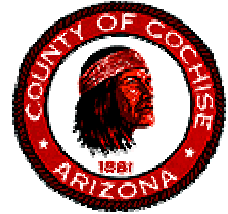
Cochise County



- County vaccine cost is recovered before TAPI shares vaccine revenue
- Based on 2012 volumes, county would have received \$5,817 while TAPI would have received \$954
- Transition to in-house billing at any time at county's option

"Public Programs, Personal Service."

Cochise County



Who is TAPI?

- 400 public and private collaborative partners, including:
 - AZ Dept. of Health Services
 - AHCCCS
 - County health departments
 - Community Health Centers
 - Fire departments
 - Private corporations and professional organizations

"Public Programs, Personal Service."

Cochise County



References

- Nine Arizona counties already are satisfied with TAPI model
- Maricopa, Pima, La Paz, Apache, Mojave, Gila, Graham, Navajo, and Yuma

"Public Programs, Personal Service."

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

Award of Bid for Transfer Station Truck Scales

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME N/A

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 award of Invitation for Bids IFB No. 13-30-SWD-04 to Southwestern Scale Company, Inc. for the purchase of two transfer station above ground truck scales for the Solid Waste Department in the amount of \$77,440.36 tax included; one scale will be installed at the Sierra Vista Transfer Station the other will be located at the Douglas Transfer Station.

Background:

IFB No. 13-30-SWD-04 was released on March 28, 2013. The Bid was advertised in the Arizona Range News on April 3-10, 2013 and posted on the County website. Bid notices were mailed to 18 vendors. A pre-bid meeting/site visit was conducted on April 17, 2013 with four (4) vendors attending. Three bids were received prior to the bid closing date and time of May 2, 2013 at 4:00 p.m. One was a no bid response. A bid tabulation is attached which references Southwestern Scale Company, Inc. as the lowest responsive and responsible bidder meeting all requirements of the bid.

Department's Next Steps (if approved):

Issue Purchase order. Inspect scales after installation.

Impact of NOT Approving/Alternatives:

The impact of not approving would result in a decrease in revenue and an increase in operating costs by not weighing incoming loads.

To BOS Staff: Document Disposition/Follow-Up:

No Action Required

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

The Solid Waste Department has budgeted for this purchase in fund line 505-7000-7100-454.900.

Attachments

Bid Tabulation

Regular Board of Supervisors Meeting

Meeting Date: 05/21/2013

State and Federal Legislation Discussion

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME na
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE na
of PRESENTER:

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

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to the items in the attached County Supervisors Association Legislative Policy Committee Agenda and the proposed State budget.

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Attachments

Minutes

Agenda

**COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE**

(Teleconference Made Available)

County Supervisors Association

1905 West Washington

Phoenix, Arizona

MINUTES

May 10, 2013

Call to Order: Lenore Stuart 9:00 a.m.

Present in Person:
David Tenney Navajo County

Present Telephonically:
Ann English Cochise County
Mandy Metzger Coconino County
Mike Pastor Gila County
Jim Palmer Graham County
David Gomez Greenlee County
Gary Watson Mohave County
Lenore Stuart Yuma County

Absent: Barry Weller (Apache), Tommie Martin (Gila), Holly Irwin (La Paz), Steve Chucrici (Maricopa), Sharon Bronson (Pima), Pete Rios (Pinal), Manny Ruiz (Santa Cruz), Tom Thurman (Yavapai)

Others present telephonically: John Marcanti, Buster Johnson, Matt Rudig, Ana Wayman-Trujillo

Others present in person: Robert Pickels, Terry Cooper, Beth Lewallen, Hunter Moore, Mark Barnes, Craig Sullivan, Penny Adams, Todd Madeksza, Kristin Cipolla, Dan Bogert, Yvonne Ortega

Approval of the Minutes of the April 26, 2013, Legislative Policy Committee Meeting and the May 3, 2013, Legislative Policy Committee Meeting

Penny Adams called roll and a quorum was not present. Minutes could not be approved.

State Budget Update

Craig Sullivan stated the two items still holding up the budget are the Medicaid expansion and the TPT proposal. He said there have been conversations between leadership in the House and the Senate. He noted it's possible there may be an effort next week to push Senate President Biggs' budget that does not include the Medicaid expansion, but that could change come next week. He reported the Governor is promoting her Medicaid expansion proposal by holding a rally next Wednesday. Craig reiterated the importance for counties to contact their legislators about the CSA priorities.

TPT Proposal

[HB 2657](#) transaction privilege tax changes and [HB 2111](#) S/E transaction privilege tax changes. Dan Bogert said there is a new proposal (no language yet) that originated from the Governor's office. The proposal is to take general contractors out of the bill so that they would stay under the current contracting classification for TPT, and specialty contractors would move to the point of sale contracting.

Legislative Bills / Issues for Discussion and Possible Consideration

Bills of Interest

[HB 2551](#) NOW: off-highway vehicles; use; authority; enforcement. Todd Madeksza reported the bill passed out of a conference committee this week with an amendment. It is expected to go through to Final Read in both chambers.

[HB 2608](#) EORP; closure; defined contribution. Todd reported the bill was amended. It went to the Senate for Final Read and was defeated; but the next day it was voted for reconsideration and passed.

[SB 1231](#) public buildings; construction; indemnity. Todd reported the bill went through Rules and needs to be Final Read.

Update of CSA-sponsored Bills

Todd reviewed the status of CSA's agenda bills.

[HB 2124](#) fire districts reorganization elections. Bill no longer viable.

[HB 2138](#) municipalities; rights-of-way; transfer. Signed by the Governor (Chap. Laws 127).

[HB 2175](#) special districts; use fees. Bill no longer viable. It was held in Senate Government and Environment committee.

[SB 1098](#) medical marijuana; zoning authority. Signed by the Governor (Chap. Laws 101).

[SB 1284](#) county general excise tax rate. Bill no longer viable. It was held in House Ways and Means committee.

Other Business

President Lenore Stuart thanked CSA staff their diligence in keeping the counties informed. She reminded counties to contact their legislators about CSA's priorities.

Next Meeting Date and Time

The next LPC meeting is scheduled for Thursday, May 16, at 10:00 a.m. during the CSA Board of Directors meeting.

Adjournment

There being no further business, President Stuart adjourned the meeting at 9:14 a.m.

COUNTY SUPERVISORS ASSOCIATION
LEGISLATIVE POLICY COMMITTEE
AGENDA
May 10, 2013
Teleconference 1-866-228-9900
Access Code 326208#
[Web Link](#)
County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ President Lenore Stuart

- A) Approval of the Minutes of the April 26, 2013, Legislative Policy Committee Meeting and the May 3, 2013, Legislative Policy Committee Meeting
- B) State Budget Update **President Biggs is moving towards passing a budget out that does not include a Medicaid expansion component out of the Senate next week. President Biggs continues to opposed any expansion of Medicaid coverage. Staff and members are gearing up for some movement next week, although the situation is fluid and the adoption of a budget – much less a budget the Governor would sign – is not imminent. The Governor is planning a pro-Medicaid expansion rally for Wednesday. It's important that Supervisors keep up their contacts and conversations with their legislative delegations, as the feedback to CSA about the county priorities continues to be positive.**
- C) TPT Proposal
1. [HB 2657](#) transaction privilege tax changes (Lesko)
 2. [HB 2111](#) S/E transaction privilege tax changes (Lesko) – **There is a new proposal that consists of bulleted ideas (no actual language) for analysis. The proposal involves taking the general contractors out of the proposal and maintaining them “status quo.” Those that engage in “trades” or so-called specialty contractors would be included in the proposal and require the tax be paid at the point-of-sale. Details are lacking but it clear that there is movement to removing general contractors from the provisions of the measure.**
- D) Legislative Bills / Issues for Discussion and Possible Consideration
1. [HB 2551](#) NOW: off-highway vehicles; use; authority; enforcement (Gowan) **passed out of its conference committee with an amendment that gives greater latitude to the Arizona Department of Game and Fish in enforcing federal road-closures on federal forest lands.**
 2. [HB 2608](#) EORP; closure; defined contribution (Lovas) **Passed out of the Senate and was amended to permit elected officials with time in ASRS to remain in ASRS if their employer is an ASRS participant.**
 3. [SB 1231](#) public buildings; construction; indemnity (Reagan) **remains held in the Senate, as amended. The measure adjusted how contractors would indemnify “owners” regarding contracted construction projects for public entities.**
- E) Update of CSA-sponsored Bills
1. [HB 2124](#) fire districts reorganization elections (Ugenti) – **No longer active**
 2. [HB 2138](#) municipalities; rights-of-way; transfer (Pratt) – **Laws 2013, Ch 127**
 3. [HB 2175](#) special districts; use fees (Fann) – **No longer active**
 4. [SB 1098](#) medical marijuana; zoning authority (Pierce) – **Laws 2013, Ch 101**
 5. [SB 1284](#) county general excise tax rate (Crandell) – **No longer active**
- F) Other Business

G) Next Meeting Date and Time (Thursday, May 16, at 10:00 a.m.) PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING

H) Adjourn