

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

THIS IS AN AGREEMENT, made and entered into as of the ___ day of July, 2011, by and between the County of Cochise, a body politic, [hereinafter “**COUNTY**”] and the City of Benson, a municipal corporation [hereinafter “**CITY**”] and is approved by the County Board of Supervisors, the Benson City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct 3, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, the **COUNTY** and the **CITY** have determined that it is mutually beneficial to consolidate the City of Benson Municipal Court with the Benson Justice Court, Precinct 3, which hereinafter will be referred to as the “Consolidated Court”; and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to amend the Original Agreement to further define the duties of the Parties related to operation of the Consolidated Court. This Agreement is premised on economic assumptions contained in Exhibit A, attached hereto, and is subject to annual adjustment as those numbers change and quarterly reimbursements pursuant to Sections VI.A and IV.F, as set forth below.

II. NAME AND LOCATION

The consolidation of the courts will hereinafter be known and referred to as the “**CONSOLIDATED COURT**” and will be located at the Benson Justice Court, Precinct Three, 126 West 5th Street, Benson, Arizona 85602, or other suitable location within the Benson area.

III. DUTIES OF THE COUNTY

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

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

B. The COUNTY shall have jurisdiction over any pending Benson Municipal Court cases and Magistrate files and all new case filings. The COUNTY shall staff this Consolidated Court as it deems appropriate and shall have exclusive authority and control over the hiring, firing and supervision of all judicial staff.

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

IV. DUTIES OF CITY

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

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

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

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

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

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

F. The CITY shall have the sole authority to appoint the City Magistrate pursuant to A.R.S. § 8-823, *et seq.* and the Benson City Code, and to establish the compensation for the

appointee as provided for under a separate agreement. Compensation of the City Magistrate shall be the sole responsibility of the CITY.

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

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

V. INDEMNIFICATION AND INSURANCE

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

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

VI. TERM AND TERMINATION

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

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

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

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

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

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

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

XI. APPROVAL OF THE PARTIES

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

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the 25 day of July, 2011.

APPROVED:

COUNTY OF COCHISE:

By: _____
Pat Call
Chairman

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Edward G. Rheinheimer
Cochise County Attorney

APPROVED:

CITY OF BENSON:

By: _____
Toney D. King, Sr.
Mayor

ATTEST:

By: _____
Vicki L. Vivian, Clerk
City of Benson

APPROVED:

JUSTICE COURT, PRECINCT 3
CITY MAGISTRATE

By: _____
Hon. Joseph Knoblock
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

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

Approved as to form this 25 day of July, 2011.

By: 

Michael J. Masee, Esq.
City Attorney

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

This _____ day of July, 2011.

By: _____
Britt Hanson, Esq.
Deputy County Attorney

Exhibit A

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

I. Revenues

From the Court (City)	\$ 62,580
Payment Due from the City (FY 2012):	\$ 59,228

Total Revenues -	<u>\$121,808</u>
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II. Costs

A. Prosecution - Credit for Prosecution provided by City at Attorney and Legal Support:	\$ (\$80,046)
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B. Defense:	\$ 8,800
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C. Jail Costs:	\$ 150,580
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D. Court Costs (staffing)	\$ 44,691
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F. Operations:	\$ 3,461
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Summary of Total Costs:	<u>\$ 127,486</u>
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Overpayment FY 2011	<u>\$ 5,679</u>
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Total FY 2012 Costs	<u>\$ 121,808</u>
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(Cost estimates do not include cost for space)

SECTION SIX - FORM OF AGREEMENT

- 1.0 Form of Agreement:**
Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Contractor**". Do not fill in the date.
- 1.1 Return the completed Form of Agreement with your bid submittal, leave date blank.**

AGREEMENT #IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

BETWEEN COCHISE COUNTY

And

AGE CONTRACTING INC
Company Name

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

Terry Hudson, CPPB
Senior Buyer
Cochise County Procurement Department
1415 W. Melody Lane, Building C
Bisbee, Arizona 85603

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

LAURENCE HARVEY
Representative name
AGE CONTRACTING INC.
Company name
3190 N. SILVER HILLS DR.
Street address
NOGALES AZ 85621
City, State and Zip Code

This Contract is designated by the County as No. IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

The County and Bidder agree as follows:

- Article I. Contract Documents:** The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.
- Article II. Contract Performance:** The Bidder shall provide all of the materials, equipment, and services required by the Contract Documents, with the options and modifications or clarifications, if any, expressly stated here:

SECTION SIX - FORM OF AGREEMENT (continued)

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

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

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____ 2011.

CONTRACTOR:


Contractors Authorized Signature
LAURENCE HARVEY PRES.
Printed Name and Title

APPROVED BY:

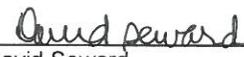
COCHISE COUNTY BOARD OF SUPERVISORS

Patrick Call, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

REVIEWED BY:
Cochise County
Procurement Department



David Seward
As Procurement Director and not personally

Approved as to form



Office of the County Attorney

SECTION SIX - FORM OF AGREEMENT

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1.1 Return the completed Form of Agreement with your bid submittal, leave date blank.

AGREEMENT #IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

BETWEEN COCHISE COUNTY

And

BRAY CONSTRUCTION INC.
Company Name

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

Terry Hudson, CPPB
Senior Buyer
Cochise County Procurement Department
1415 W. Melody Lane, Building C
Bisbee, Arizona 85603

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

ANDI GHOLSON
Representative name
BRAY CONSTRUCTION INC.
Company name
7909 W. GLENDALE AVE
Street address
GLENDALE, AZ 85303
City, State and Zip Code

This Contract is designated by the County as No. IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

The County and Bidder agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

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

SECTION SIX - FORM OF AGREEMENT (continued)

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

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

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____ 2011.

CONTRACTOR:


Contractors Authorized Signature

ANDI GHOLSON
Printed Name and Title

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

Patrick Call, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

REVIEWED BY:

Cochise County
Procurement Department



David Seward
As Procurement Director and not personally

Approved as to form



Office of the County Attorney

SECTION SIX - FORM OF AGREEMENT

1.0 Form of Agreement:

Complete the attached Form of Agreement by filling in the area in the top portion of the form designated as "Authorized Representative" and in the lower portion under "**Contractor**". Do not fill in the date.

1.1 Return the completed Form of Agreement with your bid submittal, leave date blank.

AGREEMENT #IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

BETWEEN COCHISE COUNTY

And

Maddux & Sons, Inc.

Company Name

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

Terry Hudson, CPPB
Senior Buyer
Cochise County Procurement Department
1415 W. Melody Lane, Building C
Bisbee, Arizona 85603

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

Lenard R. Maddux

Representative name

Maddux & Sons, Inc.

Company name

4000 N. Leslie Canyon Road

Street address

Douglas, AZ 85607

City, State and Zip Code

This Contract is designated by the County as No. IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

The County and Bidder agree as follows:

Article I. Contract Documents: The Contract Documents consist of this Agreement; the Cochise County Standard Contract Terms and Conditions; the solicitation, including instructions, all terms and conditions, technical specifications, Scope of Work attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation and other Contract Documents.

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

SECTION SIX - FORM OF AGREEMENT (continued)

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

As specified in Contract Documents

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

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____ 2011.

CONTRACTOR:


Contractors Authorized Signature

Lenard R. Maddux, President
Printed Name and Title

APPROVED BY:

COCHISE COUNTY BOARD OF SUPERVISORS

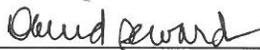
Patrick Call, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

REVIEWED BY:

Cochise County
Procurement Department



David Seward
As Procurement Director and not personally

Approved as to form



Office of the County Attorney

"ORIGINAL"

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS NO. IFB 11-54-HFP-04
Aggregate Crushing At County Located Pits

SECTION SIX - FORM OF AGREEMENT

- 1.0 **Form of Agreement:**
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- 1.1 **Return the completed Form of Agreement with your bid submittal, leave date blank.**

AGREEMENT #IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

BETWEEN COCHISE COUNTY

And

HARVEY TRUCKING INC
Company Name

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

Terry Hudson, CPPB
Senior Buyer
Cochise County Procurement Department
1415 W. Melody Lane, Building C
Bisbee, Arizona 85603

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

LARRY HARVEY JR
Representative name
HARVEY TRUCKING INC
Company name
2435 W CURTIS RD
Street address
TUCSON, AZ 85705
City, State and Zip Code

This Contract is designated by the County as No. IFB 11-54-HFP-04 – Aggregate Crushing at County Located Pits

The County and Bidder agree as follows:

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ORIGINAL

COCHISE COUNTY
PROCUREMENT DEPARTMENT
1415 W. MELODY LANE, BLDG C
BISBEE, AZ 85603

INVITATION FOR BIDS NO. IFB 11-54-HFP-04
Aggregate Crushing At County Located Pits

SECTION SIX - FORM OF AGREEMENT (continued)

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Contract on the date that this Agreement is signed and approved by Cochise County unless a different date is stated below:

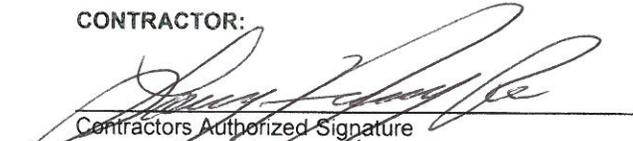
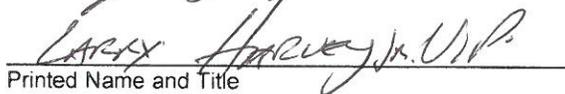
As specified in Contract Documents

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

Payment as specified in Contract Documents

This Agreement is entered into this _____ day of _____ 2011.

CONTRACTOR:


Contractors Authorized Signature

Printed Name and Title

APPROVED BY:
COCHISE COUNTY BOARD OF SUPERVISORS

Patrick Call, Chairman
Board of Supervisors

ATTEST:

Katie Howard
Clerk of the Board

REVIEWED BY:
Cochise County
Procurement Department


David Seward
As Procurement Director and not personally

Approved as to form



Office of the County Attorney

RESOLUTION 11-___

**AUTHORIZING CHANGES TO THE SOLID WASTE RATE STRUCTURE FOR
FY 11/12 EFFECTIVE SEPTEMBER 9, 2011**

WHEREAS, Counties are authorized, pursuant to A.R.S. 11-251.08, to adopt fee schedules for any products or services provided to the public; and

WHEREAS, a public hearing pursuant to A.R.S. 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to approve,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Supervisors is hereby authorized to accept the new Solid Waste Weighed Load Rate: Increase of \$1.00 per ton for a final rate of \$51.00 per ton. Weighed Load Rate: decrease of \$15.00 per ton, for a final rate of \$35.00 per ton for system member cities when transporting loads to the Western Regional Landfill. Un-Weighed Load Rate: Increase of \$1.00 per bag, \$1.00 per car/van/SUV, \$1.00 per pick-up truck load, for a final rate of \$2.00 per bag, \$4.00 per car/van/SUV and \$7.00 per pick-up truck load. Appliance/White Goods Fee: \$5.00 per item reduced to \$0. Changes to fees will go into effect September 9, 2011.

ADOPTED AND APPROVED this ____ day of _____, 2011.

Patrick G. Call, Chairman

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard, Clerk of the Board

Britt W. Hanson, Chief Civil Deputy
County Attorney

RESOLUTION 11-___

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FY 11/12 EFFECTIVE SEPTEMBER 9, 2011**

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WHEREAS, a public hearing pursuant to A.R.S. 11-251.08 has been properly noticed and held to consider the content and merit of this resolution; and

WHEREAS, the Board of Supervisors of Cochise County, Arizona is authorized to approve,

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ADOPTED AND APPROVED this ____ day of _____, 2011.

Patrick G. Call, Chairman

ATTEST:

APPROVED AS TO FORM:

Katie A. Howard, Clerk of the Board

Britt W. Hanson, Chief Civil Deputy
County Attorney

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000000801/AZ042
Agreement #: 11WSAZ03900
Project #: ZF009DQ
TIN #: 86-6000398
Fixed Cost Agreement Yes No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 21st day of July, 2011, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the COCHISE COUNTY BOARD OF SUPERVISORS, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a program to operate and maintain a streamflow gage on the San Pedro River near Benson, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$8,000.00 by the party of the first part during the period
October 1, 2010 to September 30, 2011

(b) \$8,000.00 by the party of the second part during the period
October 1, 2010 to September 30, 2011

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000000801/AZ042
Agreement #: 11WSAZ03900
Project #: ZF009DQ
TIN #: 86-6000398

- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **annually**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

Cochise County Board of Supervisors

USGS Point of Contact

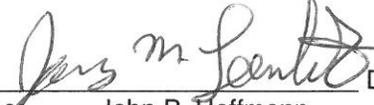
Customer Point of Contact

Name: John P. Hoffmann
Address: 520 N. Park Ave., #221
Tucson, AZ 85719
Telephone: 520-670-6671 x222
Email: jphoffma@usgs.gov

Name: Katie A. Howard
Address: 1415 W. Melody Lane, Bldg. G
Bisbee, AZ 85603
Telephone: 520-432-9200
Email: board@cochise.az.gov

Signatures

Signatures

By  Date 7/21/11
Name: John P. Hoffmann
Title: Acting Director

By _____ Date _____
Name: Patrick G. Call
Title: Chairman, Board of Supervisors

By _____ Date _____
Name:
Title:



United States Department of the Interior



U.S. GEOLOGICAL SURVEY

Arizona Water Science Center
520 North Park Avenue, Suite 221
Tucson, Arizona 85719

DUNS: 137882127 TIN: 53-0196958 ALC: 14-08-0001 CC: 9671
(520) 670-6671 FAX (520) 670-5592
<http://az.water.usgs.gov/>

July 21, 2011

(AZ042)

Katie A. Howard, Clerk
Cochise County Board of Supervisors
1415 W. Melody Lane, Building G
Bisbee, Arizona 85603

Dear Ms. Howard:

Enclosed are three copies of Joint Funding Agreement (JFA) No. 4 between the Cochise County Board of Supervisors and the U.S. Geological Survey for the period October 1, 2010 through September 30, 2011 for the operation and maintenance of a streamflow gage on the San Pedro River near Benson. The cost is \$16,000 with \$8,000 contributed by Cochise County and \$8,000 from the Cooperative Water Program. Billing will be on an annual basis and the bill will be mailed in August. Work performed with funds from this agreement will be conducted on a fixed-price basis. The results of all work under this agreement will be available for publication by the USGS.

Please return two signed copies of the JFA to this office. If you have any questions, please contact Chris Smith at (520) 671-6671 ext 251.

Sincerely,

John P. Hoffmann
Director

Acting

Enclosures (3)
cc: Mike Ortega

2011 JUL 22 P 3: 20
RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Cochise County 1843 Paseco San Luis Sierra Vista AZ 85003		2. CONTRACT ID NUMBER DE111004-001
		3. AMENDMENT NUMBER 4
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT The purpose of this amendment is to include additional paragraphs as required by the U.S. Department of Labor. Therefore: 1.) Section 34.0. AUDIT is amended to add Section 34.2 Section 34.2. The Contractor shall retain data, books and other records ("records") relating to this Agreement in accordance with 29 CFR 97.42. 2.) Section 35.0 APPLICABLE LAW is amended to add Section 35.2 Section 35.2. The Contractor shall, in response to the U.S. Department of Labor, Employment and Training Administration, Training and Employment Guidance Letter No. 11-10, report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRs database. Existing grants that are funded by the American Recovery and Reinvestment Act are not subject to this requirement.		
5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.		
6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.		
7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR Cochise County	
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL	
TYPED NAME Elizabeth Csaki	TYPED NAME Patrick G. Call	
TITLE Procurement Manager	TITLE Chairman	
DATE	DATE August 9, 2011	
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.		
ARIZONA ATTORNEY GENERAL'S OFFICE		
BY:	BY:	
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL	
DATE:	DATE:	



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

**Intergovernmental Agreement
CONTRACT AMENDMENT**

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ARIZONA ATTORNEY GENERAL'S OFFICE			
BY:		BY:	
ASSISTANT ATTORNEY GENERAL		PUBLIC AGENCY LEGAL COUNSEL	
DATE:		DATE:	

ZONING ORDINANCE 11 -__

REVERTING PARCEL #403-20-004E FROM GENERAL BUSINESS TO R-18, PURSUANT TO THE APPLICATION OF ROBERT BURK

WHEREAS, on June 3, 2008, the Cochise County Board of Supervisors approved Docket Z-08-06, rezoning a 2.89 acre portion of what was then known as parcel# 403-20-004A located at the southeast corner of W. Whispering Pines Lane and U.S. 191 in Elfrida from R-18 to General Business. The rezoning was requested by Robert and Anna Marie Burk representing property owners Alex and Peggy Hunt; and

WHEREAS, subsequent to the rezoning, the property was transferred from Alex and Peggy Hunt to Robert and Anna Marie Burk, and the 2.89 acre portion of parcel # 403-20-004A that was rezoned became parcel # 403-20-004E; and

WHEREAS, Robert and Anna Marie Burk transferred the property to the Burk Revocable Trust; and

WHEREAS, a condition of the rezoning provided that the zoning would revert if the applicants did not obtain a building permit for the proposed structures within 12 months of Board approval of the rezoning; and

WHEREAS, the applicants did not meet that condition of the rezoning and no longer desire to build the proposed structures. They have requested that the zoning revert from General Business to R-18; and

WHEREAS, A.R.S. § 11-832 allows the Board of Supervisors after a duly noticed public hearing to cause property to revert parcel # 403-20-004E to its former zoning classification; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on the request for reversion and finds that there is good cause to revert to the former zoning classification,

ZONING ORDINANCE 11-__

**Re: Reverting Parcel #403-20-004E from General Business to R-18,
pursuant to the Application of Robert Burk**

Page 2

NOW, THEREFORE, BE IT RESOLVED that the zoning of parcel 403-20-004E hereby reverts to R-18 from General Business.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 9th day of August, 2011.

Patrick G. Call, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie Howard,
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney

ZONING ORDINANCE 11 -__

REVERTING PARCEL #403-20-004E FROM GENERAL BUSINESS TO R-18, PURSUANT TO THE APPLICATION OF ROBERT BURK

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WHEREAS, Robert and Anna Marie Burk transferred the property to the Burk Revocable Trust; and

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Patrick G. Call, Chairman
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Katie Howard,
Clerk of the Board

Britt W. Hanson, Chief Civil
Deputy County Attorney