

Board of Supervisors

Richard R. Searle
Chairman
District 3

Patrick G. Call
Vice-Chairman
District 1

Ann English
Supervisor
District 2



Michael J. Ortega
County Administrator

James E. Vlahovich
Deputy County Administrator

Katie A. Howard
Clerk

AGENDA FOR REGULAR BOARD MEETING
Tuesday, January 10, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CONSENT

Board of Supervisors

1. Approve appointment of Mr. Raul Montano to the Planning and Zoning Commission, representing District 2, for a four-year term ending December 31, 2015.
2. Approve the appointments of the following persons as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #29 Pomerene/Dragoon, Maria A. Troutner and Arthur E. Troutner.
3. Approve the Minutes of the regular meeting of the Board of Supervisors of December 20, 2011.

Finance

4. Approve demands and budget amendments for operating transfers.

Health

5. Approve Amendment #1 to IGA: ADHS12-007884, Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in amount of \$201,596.61, for the period of August 31, 2011 and ending August 30, 2012.
6. Approve Amendment 6 to IGA # HG854563, County Tuberculosis Control Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$18,500 for the period of 7/1/2011 to 06/30/2012.
7. Approve Amendment 6, to IGA# HG852278, HIV Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$18,666 for the period of 1/1/12 – 12/31/12.
8. Approve Amendment 7, to IGA #HG854323, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$2,271 for the period of 1/1/12 – 12/31/12.

Juvenile Probation

9. Approve the Intergovernmental Agreement among the Arizona Supreme Court, County School Superintendent and Cochise County Superior Court for title funding to provide education programs to juvenile detainees in the classrooms at Juvenile Detention School effective as of the date of execution of the agreement by all parties through September 30, 2013.

STATE & FEDERAL LEGISLATION

Discussion and possible action regarding state and federal legislative matters, including but not limited to:

- HB 2043, ELECTION DATES; EVEN-NUMBERED YEARS: www.azleg.gov/legtext/50leg/2r/bills/hb2043p.pdf
- SB 1031, REDISTRICTING; 2012 CANDIDATES; PETITIONS; SIGNATURES: www.azleg.gov/legtext/50leg/2r/bills/sb1031p.pdf
- Digital Arizona Highways Act (*see attachment*)
- Digital Arizona Infrastructure Office (*see attachment*)

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

CALL TO THE PUBLIC

This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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"

State and Federal Legislation

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

State & Federal Legislation

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures: BOS Signature NOT Required

Recommendation:

of ORIGINALS 0
Submitted for Signature:

NAME
of PRESENTER:

TITLE
of PRESENTER:

Mandated Function?:

Source of Mandate
or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Discussion and possible action regarding state and federal legislative matters, including but not limited to:

- HB 2043, ELECTION DATES; EVEN-NUMBERED YEARS: www.azleg.gov/legtext/50leg/2r/bills/hb2043p.pdf
- SB 1031, REDISTRICTING; 2012 CANDIDATES; PETITIONS; SIGNATURES: www.azleg.gov/legtext/50leg/2r/bills/sb1031p.pdf
- Digital Arizona Highways Act (*see attachment*)
- Digital Arizona Infrastructure Office (*see attachment*)

Background:

Department's Next Steps (if approved):

Impact of NOT Approving/Alternatives:

To BOS Staff: Document Disposition/Follow-Up:

Attachments

- [Digital AZ Highways Act of 2012 v12](#)
- [Digital AZ Infrastructure OFFICE-Draft Bill v12c](#)
- [CSA e-mail re ASRS Contribution Rates](#)

AN ARIZONA LEGISLATIVE BILL
(Digital Arizona Highways)
REV. 12b

To amend Chapter 20 of title 28, Arizona Revised Statutes, to authorize the Director of the Arizona Department of Transportation to install broadband conduit as part of certain rural highway construction projects, and for other purposes if funding is received by the department to cover the cost.

SECTION 1. SHORT TITLE.

This Act may be cited as the "Digital Arizona Highways Act of 2012."

Sec. 2 Chapter 20 of title 28, Arizona Revised Statutes, is amended by adding the following:

Sec. 28-xxxx. Broadband conduit installation; rural highway construction projects

A. The Director may obtain information-transportation right of way as defined in Section 28-7092 and install broadband conduit in accordance with this section as part of any covered rural highway construction project if funding is received by the department to cover the cost. The Director may ensure with respect to a covered highway construction project that--

1. an appropriate number of broadband conduits each with an appropriate number of preinstalled innerducts and microducts, as determined by the Director, are installed along the highway to accommodate multiple broadband providers, with consideration given to the availability of existing conduits and future needs;
2. the size of each conduit is consistent with industry best practices and is sufficient to accommodate potential demand, as determined by the Director;
3. hand holes and manholes for fiber access and pulling cable for each conduit are placed at intervals consistent with industry best practices, as determined by the Director; and
4. each project allocates sufficient off-highway space for vaults and re-generation enclosures.

B. The Director may establish standards to carry out the purposes of this section that consider population density in the area of a covered rural highway construction project, the type of highway involved in the project, and existing broadband access in the area of the project.

C. The Director may ensure that each broadband conduit and/or innerduct/microduct installed pursuant to this section is capable of supporting fiber optic cable placement techniques consistent with industry best practices, as determined by the Director.

D. The Arizona department of administration is authorized to ensure that any Qualified Requesting Broadband Provider has access to broadband conduit installed pursuant to this section, which is not reserved for use by Arizona department of transportation, on a competitively neutral and nondiscriminatory

basis for a charge not to exceed its Cost-Based Rate. The Provider may lease at the conduit, innerduct, or microduct levels, for at least one lease-term and at a Cost-Based Rate determined by the Arizona department of administration. Such Provider access shall be for sole use of at least one microduct within the conduit for the at least one lease-term. Such access shall include provider-separated securable ingress and egress means.

E. In carrying out this section, the Director shall coordinate with other State entities charged with responsibility for broadband infrastructure or policy as the Director determines appropriate, including making determinations with respect to potential demand under subsection A, paragraph 2 of this section and coordinating with existing providers in the markets where conduit will be placed to determine actual need and demand and to work to minimize provider operational and cost impacts with the relocation of placed and utilized conduit.

F. For the purposes of this section:

(1) 'broadband service' means providing access and transport to the Internet, computer processing, information storage, or protocol conversion at a rate of at least one megabit per second in either the upstream or downstream direction. Broadband service does not include information content or service applications provided over the access service or any intrastate service that was subject to a tariff as of January 1, 2012.

(2) 'broadband conduit' means a conduit for fiber optic cables that support broadband or, where appropriate, wireless facilities for broadband service.

(3) 'covered highway construction project' means a project to construct a new rural highway or to construct/relocate an additional lane or shoulder for an existing rural highway that is commenced after the effective date of this section and that receives funding from state or federal funds. Also, covered highway construction project includes broadband conduit projects initiated separately from other highway construction, wherein such projects connect a discontinuous segment of broadband conduit to another segment of broadband conduit or as a last resort to facilitate connecting to Internet peering points or exchange points after provider has determined no existing providers can provide necessary conduit.

(4) 'Cost-Based Rate' means a lease rate that is only comprised of direct and associated indirect costs of obtaining and maintaining the associated right of way, broadband conduit, and innerduct/microduct.

(5) 'Qualified Requesting Broadband Provider' means any entity that provides for sale or resale of wholesale or retail broadband services in the State of Arizona and is recognized as an Eligible Telecommunications Carrier, as a qualified broadband provider by the Arizona Corporation Commission, or meets Federal Communications Commission and industry carrier class service guidelines.

(6) 'right of way' includes both an easement or a fee interest.

(7) 'rural highways' means that portion of any highway in Arizona that is 1) outside the municipal boundary of any Arizona city having a population of 10,000 or more persons, or 2) outside federal metropolitan and micropolitan statistical areas.

G. The Director may determine that conduit can also be installed without regard to the timing of a related existing construction project, but based on a particular

need for broadband infrastructure because of a broadband deficit situation, or an overriding security or redundancy need.

[Related Definitional Changes in Title 28—changes are underlined.]

28-7092. Land acquisition; transportation purposes

A. In the name of this state, the director may acquire, either in fee or a lesser estate or interest, real property that the director considers necessary for transportation purposes by purchase, donation, dedication, exchange, condemnation or other lawful means with monies from the state highway fund or any other monies appropriated to the department.

B. Property acquired for transportation purposes includes land or any interest in the land necessary for:

1. Rights-of-way, campsites, roadside rest areas, water or material needed in the construction, improvement or maintenance of state highways, airports, runways, taxiways or other property under the jurisdiction, possession or control of the department.
2. Spoil banks, rock quarries, gravel pits, sand or earth borrow pits.
3. Rights-of-way to the place where material required in the construction, improvement or maintenance of state highways, airports, runways or taxiways may be located.
4. Offices, shops, maintenance camps, storage yards, inspection or weighing stations or radio transmitter or repeater stations.
5. Rights-of-way for access to any location prescribed in this subsection.
6. Relocation of existing utility or irrigation facilities and rights-of-way that are required to be relocated to facilitate a transportation purpose.
7. Legal access to property acquired by the director through adjacent property.
8. Environmental mitigation or banking credits, if necessary to satisfy the requirements of federal or state environmental laws or regulations or requirements to obtain a permit, grant or right to use property from a federal or state agency. For the purposes of this paragraph:
 - (a) "Banking credits" means payment in lieu of costs of acquisition, preservation or maintenance of habitat or other environmentally protected locations.
 - (b) "Environmental mitigation" means replacement of habitat or other environmentally protected locations that are taken for or affected by a transportation facility.

9. Transportation of Information.

C. If part of a parcel of land is to be taken for transportation purposes and the remainder is to be left in such shape or condition as to be of little value to its owner or to give rise to claims or litigation concerning severance or other damage, the director may acquire the whole parcel by any means provided in subsection A, and the remainder may be sold, exchanged for other property needed for transportation purposes or used for rights-of-way for relocated utility or irrigation facilities.

28-7701. Definitions

In this chapter, unless the context otherwise requires:

1. "**Concession**" means any lease, ground lease, franchise, easement, permit or other binding agreement transferring rights for the use or control, in whole or in part, of an eligible facility by the department or other unit of government to a private partner in accordance with this chapter.
2. "**Eligible facility**" means any facility, whether real or personal property, developed or operated after September 30, 2009 in accordance with this chapter, including any existing, enhanced, upgraded or new facility that is any of the following:
 - (a) Used or useful for the safe transport of people, information, or goods via one or more modes of transport, whether involving highways, bridges, tunnels, conduit, railways, monorails, transit, bus systems, guided rapid transit, fixed guideways, ferries, boats, vessels, airports, intermodal or multimodal systems or any other mode of transport.
 - (b) Used by or useful to the department, including vehicle registration and driver licensing facilities, operating systems and information systems.
 - (c) Related or ancillary to, or used or useful to provide, operate, maintain or generate revenue for, a facility under subdivision (a) or (b), including administrative buildings and other buildings, structures, parking, rest areas, maintenance yards, rail yards, ports of entry or storage facilities, vehicles, rolling stock, energy systems or other related equipment, items or property.
3. "**Private partner**" means a person, entity or organization that is not the federal government, this state, a political subdivision of this state or a unit of government.
4. "**Unit of government**" means any agency, office or department of this state, city, county, district, commission, authority, entity, port or other public corporation organized and existing under statutory law or under a voter approved charter or initiative, and any intergovernmental entity.

Section 1. Title 40, Arizona Revised Statutes, is amended by adding chapter 8, to read:

CHAPTER 8

DIGITAL ARIZONA INFRASTRUCTURE OFFICE

ARTICLE 1. GENERAL PROVISIONS

REV. 12b

40-1401. Definitions

In this chapter, unless the context otherwise requires:

1. "Office" means the Digital Arizona Infrastructure Office established by this chapter.
2. "Board" means the board of directors of the Office.
3. "Broadband Infrastructure" means facilities and equipment, including cable, fiber, conduit, ducts, poles, towers, cabinets, vaults, manholes, handholes and other associated equipment and appurtenances and related rights-of-way that are used directly or indirectly in providing broadband services, telecommunications, telecommunications services or other wire and wireless communications.
4. "Broadband Infrastructure Project" means constructing, acquiring, providing, developing, operating, maintaining, leasing or improving broadband infrastructure, broadband service or technologies that constitute a part of, or are related to, broadband infrastructure or broadband service, to provide for broadband service in unserved, underserved, and rural areas of this state.
5. "Broadband Provider" ("Provider") means any entity that provides for sale or resale of wholesale or retail broadband services in the State of Arizona and is recognized as an Eligible Telecommunications Carrier, as a qualified broadband provider by the Arizona Corporation Commission, or meets Federal Communications Commission and industry carrier class service guidelines.
6. "Broadband Service" means providing access and transport to the Internet, computer processing, information storage, or protocol conversion at a rate of at least one megabit per second in either the upstream or downstream direction. Broadband service does not include information content or service applications provided over the access service or any intrastate service that was subject to a tariff as of January 1, 2012.
7. "Governmental Entity" means a county, special taxing district organized pursuant to title 48, city or town in Arizona that is 1) outside any municipal boundary having a population of 10,000 or more persons, or 2) outside federal metropolitan and micropolitan statistical areas.
8. "Right-of-Way" ("ROW") means any area on, below or above a public highway, road, street, alley, building, public easement or other corridor or space dedicated for public travel or use, that is subject to the jurisdiction or control of a unit of government.
9. "Rural Area" means an area, as confirmed by the latest decennial census of the Bureau of the Census, which is located: 1) outside the municipal boundary of any Arizona city having a population of 10,000 or more persons, or 2) outside federal metropolitan and micropolitan statistical areas.
10. "Service Charge" means any periodic charge imposed by the Office for any infrastructure project financed by the Office.
11. "Unserved Area" means an area that meets all of the following: 1) area outside federal metropolitan and micropolitan statistical areas; 2) if in an incorporated city or town, the population of that city or town does not exceed 10,000 persons; and 3) the area is not served by any fixed broadband provider providing broadband services in excess the minimum speeds adopted in Federal Communications Commission Publication, 11-161, paragraph 146, 768 kbps downstream and 200 kbps upstream.

40-1402. Digital Arizona Infrastructure Office

- A. The Digital Arizona Infrastructure Office is established.
- B. The Office is a public body for the purposes of Title 38, Chapter 3, Article 3.1.
- C. The Office is regarded as performing a governmental function in carrying out the purposes of this chapter and is not required to pay taxes or assessments on any property, activities, or monies derived from the activities of the Office.

40-1403. Board of directors; conflict of interest; classification

- A. The Office shall be governed by a Board consisting of members as follows:
 - 1. The State of Arizona Chief Information Officer (CIO), or the state CIO's designee, who shall serve as chairperson of the Board.
 - 2. A senior member of the Arizona Commerce Authority or designee.
 - 6. Five members appointed by the governor pursuant to Section 38-211 to staggered five-year terms of office. At least one appointed member must be an enrolled member of an Indian tribe in this state. An appointed member may not serve more than two consecutive terms, except that service for a partial term of less than three years does not count toward the two-term limitation.
- B. Members of the Board are not eligible to receive compensation for their services but are eligible for reimbursement of expenses pursuant to Title 38, Chapter 4, Article 2.
- C. Members of the Board are public officers for the purposes of Title 38, Chapter 3, Article 8.
- D. Members of the Board, employees of the Office and persons retained or under contract by the Office shall not participate in any direct discussions or actions related to any project financed under this chapter in which the person has any direct or indirect personal financial interest. For the purposes of this subsection, a member of the board who is an employee or official of a participant in or applicant shall not be considered to have a direct or indirect personal financial interest in a project by virtue of the member's service alone. A violation of this subsection is a class 1 misdemeanor.

40-1404. Administrative support

- A. The Arizona strategic enterprise technology (ASET) office of the Arizona department of administration (ADOA) shall provide:
 - 1. General administrative support, equipment and office and meeting space to the Office.
 - 2. Staff support for administrative and technical requirements of the Office.
- B. The office shall reimburse the ADOA for all direct costs incurred in supporting the Office.

40-1405. Advisory panel

The Board shall organize a Digital Arizona Council shall serve as an advisory council to the Office. The Digital Arizona Council shall be representative of broadband interests in the provider, government and user communities. In addition, the chairperson of the Board may appoint others to act in an advisory role to assist the Board as the chairperson considers necessary.

40-1406. Organizational and administrative powers and duties

- A. The Office shall have an official seal that is judicially noticed.
- B. As necessary to carry out its responsibilities under this chapter, the Office, through its Board, may:
 - 1. Sue and be sued.

2. Contract.
3. Employ, retain or contract for professional assistance.
4. Adopt and approve all policies and procedures of the Office.

40-1407. Functional and operational powers and duties

A. The Office, through its Board, may:

1. Apply for, accept, and administer grants and other financial assistance from the United States government and from all other public and private sources to carry out its responsibilities under this chapter.
2. Establish guidelines and best practices under applicable law for broadband infrastructure, permits, ROW and easements relating to Governmental Entities, and private rights-of-way holders.
3. Establish guidelines and best practices under applicable law for fairly sharing and pricing broadband infrastructure enabled by the use of public rights-of-way relating to Governmental Entities, and private rights-of-way holders.
4. Adjudicate disputes relating to broadband infrastructure, permits, ROW or easements among voluntarily participating Providers, Governmental Entities, private rights-of-way holders.

B. The Board shall:

1. Develop, prioritize, and adopt selection criteria for broadband infrastructure projects pursuant to this chapter and with consideration for recommendations submitted by governmental and educational entities, telecommunications businesses, information services, medical services and statewide trade and business organizations.
2. Impose administrative fees that are necessary to recover the costs incurred in connection with providing its duties. All monies collected as administrative fees shall be credited to the Office.
3. Adopt administrative rules pursuant to Title 41, Chapter 6 to carry out the requirements of this chapter.

40-1408. State rights-of-way and easements

A. The Office, through its Board, shall adopt rules for the use of state owned rights-of-way for broadband infrastructure requirements. All such rules shall be consistent with applicable law including court decisions governing rights-of-way under the stewardship of the department of transportation.

B. Excepting the State Land Trust land any agency of this state shall allow the use of any rights-of-way and easements it controls at cost, including administrative cost recovery, for installation of broadband infrastructure for serving Unserved and underserved areas of this state as determined by the Office.

C. The State Land Commissioner shall allow for use of state agency rights-of-way and easements over state trust land consistent with its governing statutes and court decisions.

Article 2. Technical assistance

40-1431. ROW; application; priority; approval or disapproval

A. The Office shall:

1. Establish forms for broadband providers to make application to the Office for access to broadband infrastructure, permits, ROW and easements under the jurisdiction of the Office.
2. Establish a procedure for receiving, reviewing, evaluating and approving or disapproving on its merits each administratively complete and correct application for access to broadband infrastructure, permits, ROW and easements under the jurisdiction of the Office.

3. Adopt rule criteria by which access to broadband infrastructure, permits, ROW and easements will be determined. The rule criteria must include an assessment of the technical and financial applications on a fair and equitable basis.

4. Adopt rules for establishing priority of applications for access to broadband infrastructure, permits, ROW and easements as provided by Section 40-1407, Subsection B, Paragraph 1.

B. The Board shall:

1. Approve or disapprove applications for broadband infrastructure, permits, ROW and easements and notify the applicant of the action within a reasonable period after the date of the application.

2. Determine order and priority of the applications under this chapter based on merits of the applications.

C. If an application is approved the Board may condition the approval on assurances it considers necessary for ensuring that the broadband infrastructure, permits, ROW or easements will be used according to applicable law and terms of the application.

D. The Office may assess fees sufficient to cover the Office's costs related to the application.

Article 3. Financial provisions

40-1451. Annual budget

A. On or before June 30 of each year the Board shall hold a public hearing to adopt a budget for the following fiscal year.

40-xxxx. Alternative dispute resolution means and rules

A. The Office shall establish alternative dispute resolution means and rules for mediating, arbitrating for resolving disputes under its scope of activities.

Howard, Katie

From: Todd Madeksza [toddm@countysupervisors.org]
Sent: Friday, January 06, 2012 5:00 PM
To: toddm@countysupervisors.org; craigs@countysupervisors.org
Cc: rebeccal@countysupervisors.org; Penny Adams; yvonneo@countysupervisors.org
Subject: ASRS Contribution Rates

Dear Managers,

CSA wanted to make you aware that the legislature will consider a measure this session that returns the ASRS contribution split to an equal fifty-fifty split between the employers and the employees.

You will recall that as part of the budget last session, the contribution rate was altered to have employees' contribute 53 percent and the employers contribute 47 percent and that change has been in effect since July of this year.

Questions remain, however. First, it is unclear whether the fifty-fifty split is only going forward, or if is retroactive. Second, it's not clear yet whether the fifty-fifty split is for existing employees and future employees or whether new employees will have a different contribution rate than current employees at this point. As more information becomes available, we'll make sure you all are made aware of that information. The change is being endorsed and sponsored by Senate leadership and we wanted to make sure you all were aware of the measure your county's budget takes shape in the coming weeks.

Best Regards,

Todd Madeksza
Director of Legislative Affairs
County Supervisors Association of Arizona
1905 W Washington Street, Ste 100
Phoenix, AZ 85009
Office: (602) 452-4504 Fax: (602) 595-8574
Cell: (602) 320-3186
ToddM@countysupervisors.org
www.countysupervisors.org

Board of Supervisors

Regular Board of Supervisors Meeting**Meeting Date:** 01/10/2012

Appoint Raul Montano to the Planning and Zoning Commission

Submitted By: Kim Lemons, 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:**

Approve appointment of Mr. Raul Montano to the Planning and Zoning Commission, representing District 2, for a four-year term ending December 31, 2015.

Background:

The Planning and Zoning Commission consists of nine members, three members appointed by each District Supervisor and residing in their respective Supervisorial District. Planning Commissioners serve staggered four year terms and, as such, three Commissioners' terms expire each December 31st. On December 31, 2011, the term of District 2 Planning Commissioner Mr. Cruz Silva expired. District 2 Supervisor Ann English is recommending appointment of Mr. Raul Montano for a four-year term ending December 31, 2015.

Department's Next Steps (if approved):

Send appointment letter, oath of office and opening meeting law (see BOS staff notes).

Impact of NOT Approving/Alternatives:

There will be a vacancy on the Planning Commission for District 2.

To BOS Staff: Document Disposition/Follow-Up:

Please send Mr. Montano the standard letter from the Board of Supervisor's Office affirming his appointment along with an Oath of Office and Opening Meeting Laws and provide a copy to the Planning Department. The Planning Department will send the appropriate By-Laws and training materials.

Raul Montano
PO Box 694
Pirtleville, AZ 85626
520-234-8771
marinam@q.com

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Precinct Committee Members

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 appointments of the following persons as Precinct Committee persons for the Democratic Party of Cochise County: Precinct #29 Pomerene/Dragon, Maria A. Troutner and Arthur E. Troutner.

Background:

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

Send letters to committee members.

Attachments

Approvals



Cochise County Democratic Committee
PO Box 3233
Sierra Vista, AZ 85836

Rich Brownell, Chair
seelifedive@gmail.com 520-456-7160

December 19, 2011

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

Dear Ann, Pat, and Richard,

As Chair of the Cochise County Democratic Committee, I would like to nominate the following as additional Precinct Committee Members for the Democratic Party of Cochise County:

Precinct 29, POMERENE/DRAGOON ✓

Maria A. Troutner
6590 N. Cascabel Rd.
Benson, AZ 85602
[\(520\) 212-5288](tel:5202125288)

Arthur E. Troutner ✓
6590 N. Cascabel Rd.
Benson, AZ 85602
[\(520\) 212-5288](tel:5202125288)

I appreciate your assistance in this matter.

Sincerely,

Rich Brownell
Chair, Cochise County Democratic Committee

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2011 DEC 20 P 1:07

RECEIVED DEC 21 2011

PRECINCT COMMITTEEPERSON VERIFICATION FORM

NAME MARIA A. TROUTNEIR
ADDRESS 6590 N. CASCABEL RD
BENSON, AZ 85602
PARTY DEM PRECINCT #29 POMERENE/DRAGON
NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED 3
NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 0
APPROVE APPOINTMENT X
DO NOT APPROVE APPOINTMENT _____
DATE 12-21-2011 BY Martha Domam

PRECINCT COMMITTEEPERSON VERIFICATION FORM

NAME ARTHUR E. TROUTNEIR
ADDRESS 6590 N. CASCABEL RD
BENSON AZ 85602
PARTY DEM PRECINCT #29 POMERENE/DRAGON
NUMBER OF PRECINCT COMMITTEEPERSONS NEEDED 3
NUMBER OF CURRENT PRECINCT COMMITTEEPERSONS 0
APPROVE APPOINTMENT X
DO NOT APPROVE APPOINTMENT _____
DATE 12-21-2011 BY Martha Domam

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: n/a

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: n/a

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of December 20, 2011.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, DECEMBER 20, 2011**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 20, 2011 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Patrick Call, Chairman; Ann English, Vice-Chairman; Richard Searle, Supervisor; Michael Ortega, County Administrator; David Fifer, Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

Chairman Call called the meeting to order at 10:00 a.m.

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL – All three supervisors present

CONSENT

Board of Supervisors

1. Approve the Annual Joint Funding Agreement (JFA No. 2) with United States Geological Survey (USGS) in the amount of \$56,500 for the period of October 1, 2011 to September 30, 2012 for the ongoing hydrologic investigations and data collection in the Upper San Pedro Basin.
2. Adopt Resolution 11-61 to approve the substitution and transfer of the current holder of a cable television franchise in Cochise County, CoxCom, LLC, with the recently established Cox Communications Arizona, LLC, a wholly-owned subsidiary of Cox, effective December 31, 2011.
3. Approve the Minutes of the regular meeting of the Board of Supervisors of December 6, 2011.

Court Administration

4. Approve the Judicial Funding Agreements for fiscal year 2011-2012 in the amount of \$3,572,392 as set forth in the attached exhibit.

Finance

5. Approve demands and budget amendments for operating transfers.

Warrant No. 53804-53846, 53848-54016, 54018-54044, and 54079-54285 were issued in the amount of \$1,249,740.92.

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

Housing Authority

6. Approve the Memorandum of Understanding between the Housing Authority of Cochise County and Cochise County Planning and Zoning to administer the Owner-Occupied Housing Rehabilitation, Weatherization, and Emergency Home Repair Programs.

Juvenile Probation

7. Approve submission of an online application to the School Garden Grant Program in order to receive a \$2000 grant to develop a garden project at the Juvenile Detention Center School.

Vice-Chairman English made a motion to approve items 1-7 of the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

8. Adopt Resolution 11-60 extending the Copper Sky Master Development Plan (MDP) and Rezoning to three years, pursuant to the application of Paul Fiel of Ardent Investments, LLC.

Supervisor Searle made a motion to Adopt Resolution 11-60 extending the Copper Sky Master Development Plan (MDP) and Rezoning to three years, pursuant to the application of Paul Fiel of Ardent Investments, LLC. Vice-Chairman English seconded the motion.

Mr. Michael Turisk, Interim Planning Director, presented the item using a PowerPoint presentation. Mr. Tuisk said this extension request from the applicant is triggered by entitlements approved in August, 2008 and associated condition of approval to provide an executed development agreement for potable water and waste water services for the Copper Sky Master Development Plan (MDP). Mr. Turisk provided a brief overview of actions back in 2008, along with an aerial photo of the project area that is 369 acres located 3-1/2 miles west of Douglas, just south of the Border Patrol station. He also reviewed the conditions of approval of the phased and mix use project that includes diverse zoning and various residential densities. There are approximately 1300 residential units planned—includes school sites, fire station and mixed commercial use with 12% open space and full build out expected by 2024. He showed the concept map of the MDP and described attributes of each area within site with density calculations and lot size. The applicant has requested a three year extension in order to secure capital and development agreement for potable water and wastewater services and make on-ground progress. Staff is recommending approval with amended Condition 2, basically requiring the applicant to provide statement of water adequacy within next three years. If applicant does not do that, it will come back to the Board. This is first request for extension for the project.

Mr. Paul Fiel, Owner and Principal of Ardent Investments on phone presenting for Copper Sky. Mr. Fiel reviewed the project scope and plans: 368.5 acres of a comprehensive residential and business community designed to be built in phases located west of City of Douglas, AZ and between the area's three primary economic drivers. He presented the project objective, initial target market, and economic drivers: MDP will allow developers to react to changing market analysis; Border Patrol, Customs, Port of Entry, law enforcement and other government agents and families; local workers/commuters; partnership with Douglas Regional Economic Development Corporation; employment associated with extension of the Canmex Corridor (North American Super Corridor); opportunities for investors/developers; opportunities for partnerships. He has retained the services of a real estate investment attorney; he spoke next.

Andrew Spitler, Attorney and Realtor, spoke to the Board about his experience with projects of this type; the economy in the past three years; and nervous investors. He said the challenge with this type of project is that it is not a typical urban area and requires more of a push of information to investors. He estimated 12-24 months to get players together for this project.

Mr. Paul Fiel concluded with a summary and requested a five-year extension.

Supervisor Searle asked regarding discrepancy between applicant's request for five year extension and staff's recommendation for three year extension.

Mr. Turisk explained that a three year extension was the initial discussion; applicant later changed the request to a five year extension.

Vice-Chairman English said the Board has been taking a tighter stance on developments out there and after a 3 year extension the real estate market should give an indication whether this project should be amended, changed or discarded.

Chairman Call opened the public hearing.

Mr. Gonzales addressed the Board on this item representing the Douglas Regional Economic Development Corporation in the City of Douglas that fully supports the Copper Sky project and request. They are well aware of the challenges noted—finding adequate housing for Border Patrol is particularly difficult and the organization is working to attract new partnerships and said a project of this nature requires a long-term investor.

No one else wished to address the Board and Chairman Call closed the public hearing.

Vice-Chairman English said this is a well thought out MDP. Even when initially presented she wondered about the timing and is not surprised that the developers are now requesting a three-year extension.

Vice-Chairman English suggested a three year extension; Chairman Call agreed.

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

ACTION

Board of Supervisors

9. Approve the bids of the highest bidder for the Tax Deeded Land parcels listed in the attached Exhibit A; this over-the-counter bid was received subsequent to the Cochise County Tax Deed Land Auction of June 6, 2011 for properties remaining unsold as of the conclusion of the auction and subsequent over-the-counter sales.

Ms. Katie Howard, Clerk of the Board, presented this item. Ms. Howard stated this bid is for Unit 26A, parcel number 122-04-017, received in the office on October 28th via e-mail, prior to the cutoff for over-the-counter sales for 2011. However, due to the Clerk's absence in November, the OTC bid was not placed on a Board agenda for approval. The bid amount of \$258 exceeds the minimum bid required for the parcel and the bidder has submitted full payment for the parcel as well as the \$75 administrative fee. The bidder had submitted a bid originally on October 24th for another parcel; however a bid for that parcel had already been received and was processed in a previous OTC sale, on September 13th. After contacting the bidder to advise that the original parcel was no longer available, she opted to use her bid funds instead on this property.

Vice-Chairman asked for any counter bids; there were none.

Vice-Chairman English made a motion to approve the bid of the highest bidder for the Tax Deeded Land parcels listed in the attached Exhibit A; this over-the-counter bid was received subsequent to the Cochise County Tax Deed Land Auction of June 6, 2011 for properties remaining unsold as of the conclusion of the auction and subsequent over-the-counter sales. Supervisor Searle seconded the motion.

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

10. Renew and/or revise committee appointments for members of the Board of Supervisors and executive staff for the 2012 Calendar Year and approve continuing annual memberships for 2012, with payment of associated dues as described herein.

Chairman Call stated there are only a couple of changes. Vice-Chairman English volunteered to be the representative for the County Supervisors Association Legislative Policy Committee and the Arizona Association of Counties, and to continue as the SouthEastern Arizona Governments Organization (SEAGO) Executive Committee Representative.

Mr. Ortega's stated that the memberships/fees information provided with this item are approved as part of the annual operating budget process.

Supervisor Searle made a motion to revise committee appointments for members of the Board of Supervisors (to change the CSA Legislative Policy Committee member from Chairman Call to Vice-Chairman English) and executive staff for the 2012 Calendar Year and approve continuing annual memberships for 2012, with payment of associated dues as described herein. Vice-Chairman English seconded the motion.

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

Community Development

11. Approve renewal of an IGA with the Arizona Department of Fire, Building and Life Safety Office of Manufactured Housing to enforce installation standards and provide inspection services to the City of Tombstone for a five-year term, effective December 20, 2011.

Vice-Chairman English made a motion to approve renewal of an IGA with the Arizona Department of Fire, Building and Life Safety Office of Manufactured Housing to enforce installation standards and provide inspection services to the City of Tombstone for a five-year term, effective December 20, 2011. Supervisor Searle seconded the motion.

Mr. Carlos De La Torre, Community Development Director, presented this item. Mr. De La Torre told the Board that this is a renewal of IGA between the County and the state allowing the County to take care of inspections for the state, and this year to extend those services for the City of Tombstone.

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

County Attorney

12. Approve the lease of Hospital Facility to Community Healthcare of Douglas, Inc. for Southeast Arizona Medical Center for a one-year period effective January 2, 2012, with automatic one-year renewals for up to a total of five years.

Supervisor Searle made a motion to approve the lease of Hospital Facility to Community Healthcare of Douglas, Inc. for Southeast Arizona Medical Center for a one-year period effective January 2, 2012, with automatic one-year renewals for up to a total of five years. Vice-Chairman English seconded the motion.

Mr. Michael Ortega, County Administrator, presented this item. Mr. Ortega stated that the Executive Summary described item well—renewal for one year, with up to five years renewal with a 90-day termination notice clause. The lease is \$1 per year, with County annual review of financials. At this time that review shows a difficult cash flow situation. Last year Sierra Vista Regional Health Care took over management and that infusion of cash has been used for paying off existing debt.

Supervisor Searle asked how large the property is and asked Mr. Ortega to provide information to the Board for possible future discussion of the property.

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

Elections and Special Districts

13. Adopt Resolution 11-52 establishing forty-nine (49) elections precincts for Cochise County and defining their boundaries, effective March 1, 2012.

Vice-Chairman English made a motion to adopt Resolution 11-52 establishing forty-nine (49) elections precincts for Cochise County and defining their boundaries, effective March 1, 2012. Supervisor Searle seconded the motion.

Ms. Juanita Simmons, Elections & Special Districts Director, presented this item. Ms. Simmons updated the Board regarding Bisbee ward realignment to move 63 people from Ward 1 to Ward 2 to meet charter requirements, a difference from what the Board adopted at the Special Meeting held on November 21, 2011.

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

14. Adopt Resolution 11-55 establishing precincts for the Cochise County Community College and defining their boundaries, effective March 1, 2012.

Supervisor Searle made a motion to adopt Resolution 11-55 establishing precincts for the Cochise County Community College and defining their boundaries, effective March 1, 2012. Vice-Chairman English seconded the motion.

Ms. Juanita Simmons, Elections & Special Districts Director, presented this item. Ms. Simmons said there were no changes from what the Board adopted at the Special Meeting held on November 21, 2011.

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

15. Adopt Resolution 11-53 defining the boundaries of the Cochise County Supervisorial Districts, effective March 1, 2012.

Vice-Chairman English made a motion to adopt Resolution 11-53 defining the boundaries of the Cochise County Supervisorial Districts, effective March 1, 2012. Supervisor Searle seconded the motion.

Ms. Juanita Simmons, Elections & Special Districts Director, presented this item. Ms. Simmons said there were no changes from what the Board adopted at the Special Meeting held on November 21, 2011.

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

16. Adopt Resolution 11-54 defining the Cochise County Justice of the Peace Precinct boundaries, effective March 1, 2012.

Supervisor Searle made a motion to adopt Resolution 11-54 defining the Cochise County Justice of the Peace Precinct boundaries, effective March 1, 2012. Vice-Chairman English seconded the motion.

Ms. Juanita Simmons, Elections & Special Districts Director, presented this item. Ms. Simmons said there were no changes from what the Board adopted at the Special Meeting held on November 21, 2011.

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

17. Adopt Resolution 11-59 designating polling places within Cochise County for the Presidential Preference Election to be held February 28, 2012.

Vice-Chairman English made a motion to adopt Resolution 11-59 designating polling places within Cochise County for the Presidential Preference Election to be held February 28, 2012. Supervisor Searle seconded the motion.

Ms. Juanita Simmons, Elections & Special Districts Director, presented this item. Ms. Simmons stated that at the last Presidential Preference Election there were several areas with long wait times, particularly around the Benson area. The voting regions have been reviewed with the political parties and there are a couple of differences from the last Presidential Preference Election – this one will only include the Republicans and the Green Party which will reduce the number of voters at the polls. The number of voting regions has been increased from 18 in 2008 to 23 for 2012. Ms. Simmons said we will also be adding additional Board workers in precincts where there is a larger turnout expected. She reviewed the statutory requirements and said we do not anticipate a lot of changes in voter registration numbers but the January 2012 numbers could require some changes.

Supervisor Searle stated that there were not enough polling places in 2008 and he appreciates that there have been changes made this year. He still has a concern regarding Willcox with the proposal to combine all Willcox precincts into one. He recommended combining Bowie and San Simon and adding another polling place in Willcox. The Board concurred and Vice-Chairman English commented that those of us in rural areas have to make a commitment to vote and know/expect to travel longer distances.

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

Procurement

18. Adopt Resolution 11-58 implementing the County's trial local vendor preference policy into a permanent county procurement policy.

Supervisor Searle made a motion to adopt Resolution 11-58 implementing the County's trial local vendor preference policy into a permanent county procurement policy. Vice-Chairman English seconded the motion.

Mr. Dave Seward, Procurement Director, presented this item. Mr. Seward said a year ago a trial local vendor preference policy was approved and this resolution would make this policy permanent.

Supervisor Searle said this is a good policy and it has shown it can make a difference. He said at the County Supervisors Association's (CSA) legislative summit, there were legal opinions voiced about whether we have the authority to do this.

Mr. Ortega spoke of the CSA's effort to pursue legislation to clarify this issue for counties statewide.

Vice-Chairman English's said as long as this is legal she is in favor and Chairman Call agreed.

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

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

Mr. Ortega deferred his report.

CALL TO THE PUBLIC

Chairman Call opened the Call to the Public.

Mr. Jack Cook addressed the Board on matters of personal concern.

No one else wished to address the Board and Chairman Call closed the Call to the Public.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS -- deferred

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1
Chairman Call deferred his report.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2
Vice-Chairman English deferred her report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3
Supervisor Searle deferred his report.

PRESENTATION

19. Thank you to county residents for donation of foodstuffs to help local food banks and recognition of employee and non-County employee volunteers involved with the Thanksgiving Year 'Round food drive project.

Chairman Call read a thank you letter to Cochise County residents, participating stores, and County volunteers.

This presentation was done by Ms. Mary Gomez, Health and Social Services Director. Ms. Gomez talked about how this project started after the tragedy in Tucson and Gabriel Giffords and the decision to concentrate the County's efforts locally; she thanked all the volunteers.

Supervisor Searle spoke of the appreciation expressed by the communities of Benson and Bowie; this project was successful in feeding those in need when they had no other resources.

Chairman Call thanked all the volunteers and asked the Emergency Food and Shelter Program representatives in the audience to join the volunteers for a group photo.

Chairman Call adjourned the meeting at 11:26 a.m.

Patrick Call, Chairman

ATTEST:

Katie Howard, Clerk of the Board

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

Cochise Co. Demands 12.20.11

53535	12/01/2011	AccentCare	\$12,755.82	53610	12/01/2011	AZ Department of Corrections - Douglas	\$328.00
53536	12/01/2011	Apria Healthcare, Inc.	\$948.30	53611	12/01/2011	AZ Department of Corrections - Douglas	\$99.75
53537	12/01/2011	AZ Cardiovascular Specialist	\$2.66	53612	12/01/2011	AZ Department of Corrections - Douglas	\$34.00
53538	12/01/2011	Bisbee, City of (Ambulance)	\$247.21	53613	12/01/2011	AZ Department of Corrections - Douglas	\$102.00
53539	12/01/2011	Carondelet Health Care Corp	\$3,642.20	53614	12/01/2011	AZ Department of Corrections ASPC-Tucson	\$493.50
53540	12/01/2011	CDE Transport & Services, Inc.	\$8,041.74	53615	12/01/2011	AZ Department of Environmental Quality	\$17,982.85
53541	12/01/2011	Community Healthcare of Douglas, Inc.	\$358.67	53616	12/01/2011	AZ Public Service (APS)	\$188.24
53542	12/01/2011	Emergency Room Associates	\$6.54	53617	12/01/2011	AZ Public Service (APS)	\$30,271.19
53543	12/01/2011	Family Medical Center, PLLC	\$2.45	53618	12/01/2011	AZ Public Service (APS)	\$1,224.86
53544	12/01/2011	Fry Fire District	\$100.35	53619	12/01/2011	AZ Public Service (APS)	\$843.19
53545	12/01/2011	Legacy Home Health Care of Southern AZ, LLC	\$68.89	53620	12/01/2011	AZ Radiation Regulatory Agency	\$42.00
53546	12/01/2011	Millennium Medical Supply, Inc	\$2,353.15	53621	12/01/2011	AZ State Land Department	\$122.98
53547	12/01/2011	Mt Graham Community Hospital	\$1,156.81	53622	12/01/2011	AZ State Prison Complex - Fort Grant	\$267.45
53548	12/01/2011	Old Pueblo Anesthesia	\$237.57	53623	12/01/2011	AZ State Prison Complex - Fort Grant	\$1,919.40
53549	12/01/2011	Parvez, Jessani P. MD	\$27.68	53624	12/01/2011	AZ State Prison Complex - Fort Grant	\$145.00
53550	12/01/2011	Physiatry Assoc Ltd	\$17.80	53625	12/01/2011	AZ State Treasurer	\$1,729.52
53551	12/01/2011	Radiology Ltd	\$34.95	53626	12/01/2011	AZ Supreme Court	\$1.00
53552	12/01/2011	Roosbeh Rassadi, MD	\$41.08	53627	12/01/2011	AZ Water Company	\$2,275.80
53553	12/01/2011	Saguaro Podiatry Associates	\$28.80	53628	12/01/2011	AZ Water Company	\$160.36
53554	12/01/2011	Saguaro Surgical PC	\$63.87	53629	12/01/2011	Asphalt Busters	\$5,008.00
53555	12/01/2011	Schmaling, John NP	\$105.05	53630	12/01/2011	Assessment Technology, Inc.	\$1,500.00
53556	12/01/2011	Sierra Vista, City of	\$3,048.32	53631	12/01/2011	Baker & Taylor, Inc.	\$2,652.54
53557	12/01/2011	Therapeutic Solutions, PLLC - Blunt, Pamela R.	\$182.70	53632	12/01/2011	Beal Investigations	\$3,233.86
53558	12/01/2011	University Physicians, Inc.	\$18.69	53633	12/01/2011	Bella Vista Water Company-Liberty Water	\$1,106.25
53559	11/30/2011	AOC Corrections Officer Retire	\$27,114.38	53634	12/01/2011	Benson, City of	\$497.68
53560	11/30/2011	AZ Department of Revenue	\$50.00	53635	12/01/2011	Bisbee Glass Company	\$466.44
53561	11/30/2011	Aron & Associates,P.C.	\$290.32	53636	12/01/2011	Bisbee Observer	\$171.35
53562	11/30/2011	Burse & Associates, P.C.	\$252.65	53637	12/01/2011	Bisbee, City of	\$358.84
53563	11/30/2011	Citibank (South Dakota), N.A.	\$103.15	53638	12/01/2011	Bowden Engineering, Inc	\$1,500.00
53564	11/30/2011	CitiFinancial-Chandler	\$48.94	53639	12/01/2011	Brown & White Inc	\$98,194.27
53565	11/30/2011	CK Ventures, LLC	\$240.07	53640	12/01/2011	Brown and Caldwell	\$4,996.03
53566	11/30/2011	Colonial Supplemental Insurance	\$51.63	53641	12/01/2011	Buchella, Jeffrey G	\$2,064.10
53567	11/30/2011	Correction Officers	\$21,280.57	53642	12/01/2011	Burick Esq, Bernadette	\$9,218.98
53568	11/30/2011	Correction Officers	\$370.53	53643	12/01/2011	Capital Mitigation & Investigation Services, LLC	\$1,402.00
53569	11/30/2011	DCS	\$352.27	53644	12/01/2011	Carson, Stephen L PhD	\$700.00
53570	11/30/2011	DeConcini McDonald Yetwin	\$280.37	53645	12/01/2011	CDW Government	\$8,955.58
53571	11/30/2011	General Revenue Corporation	\$434.36	53646	12/01/2011	CEMEX Construction Materials South, LLC	\$758.83
53572	11/30/2011	GMAC, c/o Jennifer A. Christie	\$73.09	53647	12/01/2011	CenturyLink	\$439.94
53573	11/30/2011	Guglielmo, Paul D.	\$173.96	53648	12/01/2011	CenturyLink	\$66.03
53574	11/30/2011	Internal Revenue Service	\$537.56	53649	12/01/2011	CenturyLink	\$143.67
53575	11/30/2011	JP Morgan Chase	\$1,477,764.93	53650	12/01/2011	CenturyLink	\$31.58
53576	11/30/2011	JP Morgan Chase	\$436,345.69	53651	12/01/2011	CenturyLink	\$2,344.66
53577	11/30/2011	JP Morgan Chase	\$57,569.08	53652	12/01/2011	CenturyLink	\$32.55
53578	11/30/2011	NACO West	\$31,631.94	53653	12/01/2011	CenturyLink	\$412.31
53579	11/30/2011	Nadine Lockhart - c/o Flager Law	\$299.23	53654	12/01/2011	CenturyLink	\$683.10
53580	11/30/2011	National Bank	\$5,898.40	53655	12/01/2011	CenturyLink	\$64.05
53581	11/30/2011	Opal Financial, LLC	\$213.99	53656	12/01/2011	Clary	\$1,245.00
53582	11/30/2011	Pre-paid Legal Services, Inc.	\$2,687.24	53657	12/01/2011	Clear Springs Utility, Inc.	\$47.12
53583	11/30/2011	Public Safety Retirement Syst	\$16,975.84	53658	12/01/2011	Cochise Enterprises, LLC	\$14,620.00
53584	11/30/2011	Public Safety Retirement Syst	\$84,227.69	53659	12/01/2011	Cochise Private Industry Council	\$61,954.00
53585	11/30/2011	Public Safety Retirement Syst	\$198.07	53660	12/01/2011	County Supervisors Assoc	\$96.80
53586	11/30/2011	Public Safety Retirement Syst	\$758.56	53661	12/01/2011	CRM of America LLC	\$10,314.12
53587	11/30/2011	SEAFUCU	\$83.51	53662	12/01/2011	Dell Marketing L.P.,	\$105,148.13
53588	11/30/2011	Seidberg Law Offices, P.C.	\$313.82	53663	12/01/2011	DeRienzo & Williams, PLLC	\$1,961.78
53589	11/30/2011	Seidberg Law Offices, P.C.	\$322.27	53664	12/01/2011	DiRoberto, Joseph	\$4,719.35
53590	11/30/2011	Sheakley Pension Administratio	\$481.75	53665	12/01/2011	Dorado Personnel, Sierra Vista Personnel	\$1,108.80
53591	11/30/2011	Support Payment Clearinghouse	\$6,150.96	53666	12/01/2011	Durham Communication	\$6,081.72
53592	11/30/2011	TIAA-CREF as agent for JPMorgan Chase	\$1,456.00	53667	12/01/2011	Edward Charles Henry Lewis, Esq.	\$3,858.30
53593	11/30/2011	U.S. Department of Education	\$159.91	53668	12/01/2011	Emily Lorna Danies, Esq.	\$682.25
53594	11/30/2011	United States Treasury	\$100.00	53669	12/01/2011	Empire Southwest LLC	\$21,049.18
53595	11/30/2011	United Way	\$95.00	53670	12/01/2011	Federal Express Corporation	\$72.14
53596	11/30/2011	Westlake Services, Inc.	\$274.67	53671	12/01/2011	Federal Express Corporation	\$47.82
53597	12/01/2011	AACPD-AZ Assoc County Planning Director	\$100.00	53672	12/01/2011	Federal Express Corporation	\$25.36
53598	12/01/2011	Adele Drumlevitch, Attorney-At-Law	\$1,075.08	53673	12/01/2011	Fort Huachuca 50	\$200.00
53599	12/01/2011	AL-JON, Manufacturing LLC	\$3,371.68	53674	12/01/2011	Frank's Fix It Shop	\$51.00
53600	12/01/2011	ALTA Land Survey, Inc.	\$5,020.00	53675	12/01/2011	Gale Group	\$98.37
53601	12/01/2011	ALTA Land Survey, Inc.	\$5,040.00	53676	12/01/2011	Granite Construction Company	\$2,183.21
53602	12/01/2011	Alternative Counseling Service, Inc	\$645.00	53677	12/01/2011	Hamilton, Linda T.	\$375.00
53603	12/01/2011	American Correctional Assoc	\$300.00	53678	12/01/2011	Heinzl, Joe Lawrence Esq.	\$2,336.81
53604	12/01/2011	AmeriPride Linen and Apparel Service	\$274.21	53679	12/01/2011	Hertz Equipment Rental Corporation	\$1,439.97
53605	12/01/2011	AmeriPride Linen and Apparel Service	\$80.88	53680	12/01/2011	Hillyard Inc.	\$600.00
53606	12/01/2011	Animal Rural Clinic (ARK)	\$47.00	53681	12/01/2011	Hobart Service ITW Food Equip Group, LLC	\$207.00
53607	12/01/2011	ARAMARK Services, Inc.	\$5,078.50	53682	12/01/2011	Hodges Glass Co Inc	\$1,236.94
53608	12/01/2011	AZ Department of Corrections - Douglas	\$957.81	53683	12/01/2011	Honeman, Van G. RDR	\$250.00
53609	12/01/2011	AZ Department of Corrections - Douglas	\$783.25	53684	12/01/2011	HP Iron, Inc. dba Hitchin Post Iron	\$1,057.46
				53685	12/01/2011	Inter-State Investigative Services, Inc.	\$3,739.16

53686	12/01/2011	JB Investigations, LLC	\$371.54	53763	12/01/2011	Union Distributing Company of Tucson	\$3,353.60
53687	12/01/2011	John R. Gustafson, Esq.	\$582.80	53764	12/01/2011	Union Distributing Company of Tucson	\$21,311.50
53688	12/01/2011	John William Lovell, PC	\$3,230.80	53765	12/01/2011	United Fire Equipment Co	\$468.97
53689	12/01/2011	Keefe Supply Company	\$2,319.41	53766	12/01/2011	United Fire Equipment Co	\$159.59
53690	12/01/2011	Kelly, Peter A.	\$18,751.73	53767	12/01/2011	United States Department of the Interior	\$13,400.00
53691	12/01/2011	Kennedy Partners, LLC	\$2,301.07	53768	12/01/2011	University Physicians, Inc.	\$500.00
53692	12/01/2011	Klump Materials, LLC	\$321.30	53769	12/01/2011	Valley Telephone Cooperative, Inc.	\$279.61
53693	12/01/2011	Kone Inc.	\$659.55	53770	12/01/2011	Valley Telephone Cooperative, Inc.	\$1,974.88
53694	12/01/2011	Laura E. Udall, Esq. dba Cooper & Udall	\$1,112.50	53771	12/01/2011	Valley Telephone Cooperative, Inc.	\$191.37
53695	12/01/2011	Law Office of William F. Lakosil	\$9,544.50	53772	12/01/2011	Valley Telephone Cooperative, Inc.	\$52.50
53696	12/01/2011	Law Offices of Joseph Mendoza PLLC	\$8,392.61	53773	12/01/2011	Verhelst Recovery House	\$930.00
53697	12/01/2011	Law Offices of Ruben Teran S.	\$3,061.56	53774	12/01/2011	Verizon Wireless	\$726.52
53698	12/01/2011	Levitt, Harriette P.	\$356.77	53775	12/01/2011	Visual Images Production, Inc.	\$309.55
53699	12/01/2011	LexisNexis Matthew Bender	\$42.61	53776	12/01/2011	Waste Mgmt of AZ- Sierra Vista Hauling	\$198.67
53700	12/01/2011	LexisNexis Matthew Bender	\$6,233.32	53777	12/01/2011	Waste Mgmt of AZ- Sierra Vista Hauling	\$212.74
53701	12/01/2011	LightSquared LP	\$244.47	53778	12/01/2011	Waxie Sanitary Supply	\$875.06
53702	12/01/2011	Lindstrom, Jason A.	\$2,248.38	53779	12/01/2011	Wells, Doris	\$840.00
53703	12/01/2011	Little Caesars	\$63.03	53780	12/01/2011	West & Zickerman, PLLC	\$5,298.03
53704	12/01/2011	Lopez Towing	\$250.00	53781	12/01/2011	West Press	\$383.44
53705	12/01/2011	Lowell A. Jensen, PLC	\$1,458.16	53782	12/01/2011	West Press	\$95.46
53706	12/01/2011	Matchett, Edward W.	\$563.82	53783	12/01/2011	Western Detention Products, Inc.	\$873.00
53707	12/01/2011	McGowan, Mark J.	\$4,241.50	53784	12/01/2011	Western Emulsion, Inc	\$25,193.37
53708	12/01/2011	Merle's Automotive Supply, Inc.	\$377.04	53785	12/01/2011	Wood, Patel & Associates, Inc.	\$14,695.00
53709	12/01/2011	Merle's Automotive Supply, Inc.	\$3,046.54	53786	12/01/2011	Bisbee, City of	\$5,947.45
53710	12/01/2011	Miller, Robert G.	\$100.00	53787	12/01/2011	Bisbee, City of	\$78.61
53711	12/01/2011	Modern Marketing, Inc.	\$332.00	53788	12/01/2011	Bondwriter Southwest	\$135.00
53712	12/01/2011	Myron Corp.	\$357.85	53789	12/01/2011	Call, Pat	\$107.98
53713	12/01/2011	Natale, Gail Gianasi	\$359.99	53790	12/01/2011	Cutright, Travis	\$46.15
53714	12/01/2011	Nina L. Caples, P.C.	\$553.96	53791	12/01/2011	Debusk, Chuck	\$100.00
53715	12/01/2011	OCLC Online Computer Library Center, Inc.	\$1,550.88	53792	12/01/2011	Dotson, James	\$100.00
53716	12/01/2011	Oldcastle Precast, Inc.	\$38,170.44	53793	12/01/2011	Mike's Cowboy Barbeque	\$1,260.00
53717	12/01/2011	Palominas Public School District #49	\$287.35	53794	12/01/2011	State of AZ	\$10,407.47
53718	12/01/2011	Pesticides Training Resources	\$85.00	53795	12/01/2011	Berry, Trudy	\$82.00
53719	12/01/2011	Pima County Public Defender's Office	\$600.00	53796	12/01/2011	De La Torre, Carlos	\$86.72
53720	12/01/2011	Poliquin, Angela C.	\$1,792.84	53797	12/01/2011	Gilligan, Judith	\$149.52
53721	12/01/2011	Pueblo del Sol Water Company	\$101.80	53798	12/01/2011	Honorable Joseph Knoblock	\$57.12
53722	12/01/2011	Pueblo Mechanical & Controls, Inc.	\$10,104.64	53799	12/01/2011	Luck, Kelli	\$37.52
53723	12/01/2011	Puff, Diane M. (Dee)	\$284.10	53800	12/01/2011	Motter, Kay L.	\$113.78
53724	12/01/2011	Puff, Diane M. (Dee)	\$1,455.04	53801	12/01/2011	Sotelo, Ana	\$19.32
53725	12/01/2011	Purcell's Western State Tire Company	\$9,197.26	53802	12/01/2011	Steiger, Jennifer	\$361.18
53726	12/01/2011	Ralph Malanga, PC	\$315.00	53803	12/01/2011	Stoner, Patrick T.	\$27.00
53727	12/01/2011	Recorded Books, LLC	\$1,704.79	53804	12/08/2011	Bank One	\$4,724.81
53728	12/01/2011	Robert J. Zohlmann, Esq.	\$1,398.40	53805	12/08/2011	Apria Healthcare, Inc.	\$2,226.62
53729	12/01/2011	Romisco Sign Systems	\$8.03	53806	12/08/2011	AZ Ambulance of Douglas, Inc.	\$190.59
53730	12/01/2011	Ronald Zack PLC	\$3,128.43	53807	12/08/2011	AZ Community Surgeons PC	\$82.49
53731	12/01/2011	RWC International, LTD	\$2,719.63	53808	12/08/2011	Carondelet Health Care Corp	\$742.50
53732	12/01/2011	Ryan, Carla G.	\$25,969.91	53809	12/08/2011	Carondelet Specialist Group, Inc.	\$75.10
53733	12/01/2011	Safeway Stores Inc	\$28.77	53810	12/08/2011	Chiricahua Community Health Centers, Inc.	\$59.61
53734	12/01/2011	Service Solutions Group	\$349.33	53811	12/08/2011	Community Healthcare of Douglas, Inc.	\$66.84
53735	12/01/2011	Simmons, Sylvia	\$315.00	53812	12/08/2011	Comm Provider Enrichment Services (CPES)	\$712.98
53736	12/01/2011	Slaton Law Office, P.C.	\$688.26	53813	12/08/2011	Diagnostic Pathology Consultants PC	\$11.46
53737	12/01/2011	Solid Waste Assoc of North America (SWANA)	\$1,090.00	53814	12/08/2011	Dialysis Center Inc. dba Desert Dialysis Center	\$1,430.00
53738	12/01/2011	Southeastern AZ Contractors Assoc (SACA)	\$45.00	53815	12/08/2011	Douglas Family Care PLLC	\$8.05
53739	12/01/2011	Southwest Gas Corporation	\$176.01	53816	12/08/2011	Eldercare for Life	\$900.06
53740	12/01/2011	Southwest Laboratories, Inc.	\$29.25	53817	12/08/2011	Emergency Room Associates	\$3.56
53741	12/01/2011	Sparkletts	\$18.00	53818	12/08/2011	Evangelical Lutheran Good Samaritan Society	\$2,688.50
53742	12/01/2011	Sparkletts	\$40.50	53819	12/08/2011	Fry Fire District	\$97.14
53743	12/01/2011	Sparkletts	\$31.50	53820	12/08/2011	GAMBRO Healthcare-Sierra Vista	\$1,908.34
53744	12/01/2011	Sparkletts	\$9.00	53821	12/08/2011	Gila Valley Clinic, PC	\$136.81
53745	12/01/2011	Sparkletts	\$28.80	53822	12/08/2011	Hospitalists of AZ	\$572.57
53746	12/01/2011	Sparkletts	\$27.00	53823	12/08/2011	Inpatient Medical Consultants PLLC	\$86.56
53747	12/01/2011	Stantec Consulting Services, Inc.	\$4,762.00	53824	12/08/2011	Mt Graham Community Hospital	\$41.97
53748	12/01/2011	Stericycle Inc.	\$251.52	53825	12/08/2011	North Mountain Medical & Rehab	\$10,778.07
53749	12/01/2011	Stericycle Inc.	\$373.41	53826	12/08/2011	Patel Medical Clinic, PLLC	\$50.85
53750	12/01/2011	Streitfeld, Stephen V. MD PC	\$500.00	53827	12/08/2011	Pathology Specialists of Az	\$11.29
53751	12/01/2011	Sulphur Springs Valley Elec Coop, Inc.	\$14,300.07	53828	12/08/2011	Petropolis, Angelo, MD PLLC	\$73.07
53752	12/01/2011	Sulphur Springs Valley Elec Coop, Inc.	\$1,804.92	53829	12/08/2011	Pima Heart Physicians PC	\$332.35
53753	12/01/2011	Sulphur Springs Valley Elec Coop, Inc.	\$917.81	53830	12/08/2011	Progressive Healthcare Group	\$187.54
53754	12/01/2011	Sun Devil Fire Equipment, Inc.	\$297.50	53831	12/08/2011	Providers Direct, PLLC	\$27.46
53755	12/01/2011	SWCA Environmental Consultants	\$452.17	53832	12/08/2011	Radiologists of Sierra Vista	\$34.03
53756	12/01/2011	Technical Resource Management, Inc.	\$24.80	53833	12/08/2011	Radiology Ltd	\$4.23
53757	12/01/2011	Tex-Net, Inc.	\$6,796.08	53834	12/08/2011	Rapidsound, Inc.	\$119.60
53758	12/01/2011	The Professional Group Public Consulting Inc.	\$6,000.00	53835	12/08/2011	Saguaro Podiatry Associates	\$3.55
53759	12/01/2011	Thomson West	\$1,740.00	53836	12/08/2011	Saguaro Surgical PC	\$397.84
53760	12/01/2011	Thomson West	\$318.58	53837	12/08/2011	Santa Cruz Radiology, LLC	\$69.17
53761	12/01/2011	Tombstone Unified School District #01	\$769.00	53838	12/08/2011	Schryver Medical AZ	\$35.78
53762	12/01/2011	U.S. Healthworks Medical Group of AZ, PC	\$318.00	53839	12/08/2011	Sierra Vista Emergency Physicians	\$7.48

53840	12/08/2011	Sierra Vista Regional Health Center	\$2,554.29	53917	12/08/2011	Compass Health Care, Inc.	\$1,655.00
53841	12/08/2011	Sierra Vista, City of	\$3,911.00	53918	12/08/2011	Copper Queen Community Hospital	\$43.00
53842	12/08/2011	Southwest Ambulance	\$834.03	53919	12/08/2011	Copygraph Inc.	\$17,472.35
53843	12/08/2011	Tucson Inpatient Medicine PLLC	\$642.96	53920	12/08/2011	Craft Bookbinding Company	\$3,050.00
53844	12/08/2011	United Pathology Inc.	\$93.34	53921	12/08/2011	Craft Bookbinding Company	\$140.00
53845	12/08/2011	University Physicians, Inc.	\$812.55	53922	12/08/2011	CRM of America LLC	\$1,533.17
53846	12/07/2011	Ortega, Michael J.	\$1,159.20	53923	12/08/2011	Dell Marketing L.P.,	\$17,090.10
53847	12/07/2011	JP Morgan Chase	\$333,338.31	53924	12/08/2011	Desert Hawk Publications, Inc.	\$1,200.00
53848	12/07/2011	AZ Public Service (APS)	\$7,521.66	53925	12/08/2011	Dirks, Richard	\$52.08
53849	12/07/2011	AZ Public Service (APS)	\$258.62	53926	12/08/2011	Dorado Personnel, Sierra Vista Personnel	\$534.60
53850	12/07/2011	Benson, City of	\$290.01	53927	12/08/2011	Dotson, James M.	\$200.00
53851	12/07/2011	Bisbee, City of	\$7,037.31	53928	12/08/2011	Douglas, City of	\$47.36
53852	12/07/2011	Bowie Water Improvement District	\$79.58	53929	12/08/2011	Douglas, City of	\$92.72
53853	12/07/2011	Bowie Water Improvement District	\$39.79	53930	12/08/2011	Durham Communication	\$143.18
53854	12/07/2011	CenturyLink	\$121.66	53931	12/08/2011	Durham Communication	\$237.50
53855	12/07/2011	CenturyLink	\$64.70	53932	12/08/2011	Election Systems & Software	\$47,155.40
53856	12/07/2011	Douglas, City of	\$213.60	53933	12/08/2011	Frank's Fix It Shop	\$51.00
53857	12/07/2011	Douglas, City of	\$301.77	53934	12/08/2011	Gale Group	\$76.52
53858	12/07/2011	Elfrida Water Improvement	\$27.95	53935	12/08/2011	Granite Construction Company	\$2,498.78
53859	12/07/2011	LPB Energy Management	\$45.22	53936	12/08/2011	Granite Construction Company	\$1,983.92
53860	12/07/2011	Southwest Gas Corporation	\$956.38	53937	12/08/2011	HealthCare Systems Development	\$12,000.00
53861	12/07/2011	Sparkletts	\$317.29	53938	12/08/2011	Hillyard Inc.	\$963.90
53862	12/07/2011	Sulphur Springs Valley Elec Coop, Inc.	\$304.51	53939	12/08/2011	Honorable Christopher T. Whitten	\$266.96
53863	12/07/2011	Sulphur Springs Valley Elec Coop, Inc.	\$259.81	53940	12/08/2011	Instrument Development Corporation	\$103.65
53864	12/07/2011	Sulphur Springs Valley Elec Coop, Inc.	\$402.38	53941	12/08/2011	Keefe Supply Company	\$2,653.60
53865	12/07/2011	Verizon Wireless	\$889.18	53942	12/08/2011	La Quinta Motor Inn-Phoenix	\$315.50
53866	12/07/2011	Whetstone Water Improvement District	\$31.29	53943	12/08/2011	Latimer, David	\$37.50
53867	12/07/2011	Willcox, City of	\$1,255.10	53944	12/08/2011	LexisNexis Matthew Bender	\$85.89
53868	12/07/2011	Willcox, City of	\$639.71	53945	12/08/2011	LifeLine Training	\$129.00
53869	12/08/2011	ACE Hardware - Bisbee	\$174.66	53946	12/08/2011	Martin, Thelma	\$37.50
53870	12/08/2011	AFLAC	\$11,612.32	53947	12/08/2011	Mattson, Luanne	\$1,685.39
53871	12/08/2011	Alternative Counseling Service, Inc	\$1,985.50	53948	12/08/2011	Mundt, Lester E.	\$29.12
53872	12/08/2011	Ames, Rhonda	\$3.50	53949	12/08/2011	Nichols Tourism Group, Inc.	\$1,500.00
53873	12/08/2011	APCO International	\$92.00	53950	12/08/2011	Print & Stitch LLC	\$289.34
53874	12/08/2011	Aqua Life	\$45.00	53951	12/08/2011	Pro Petroleum, Inc.	\$19,230.95
53875	12/08/2011	ARAMARK Services, Inc.	\$33,945.89	53952	12/08/2011	Pro Petroleum, Inc.	\$79,289.15
53876	12/08/2011	AZ Dept of Administration-Risk Managemt	\$7,420.29	53953	12/08/2011	ProForce Law Enforcement	\$739.80
53877	12/08/2011	AZ Department of Corrections - Douglas	\$1,244.00	53954	12/08/2011	Recorded Books, LLC	\$622.55
53878	12/08/2011	AZ Department of Corrections - Douglas	\$103.50	53955	12/08/2011	Reed, Cynthia - Court Reporter	\$1,750.00
53879	12/08/2011	AZ Department of Corrections - Douglas	\$34.00	53956	12/08/2011	Rivers Farms and Trucking	\$265.00
53880	12/08/2011	AZ Department of Corrections - Douglas	\$1,644.00	53957	12/08/2011	SHI International Corp.	\$713.71
53881	12/08/2011	AZ Department of Public Safety	\$235.75	53958	12/08/2011	Sierra Animal Hospital	\$40.00
53882	12/08/2011	AZ Department of Transportation	\$2,187.55	53959	12/08/2011	Sierra Vista Volunteer Caregiver Program	\$947.07
53883	12/08/2011	AZ Justice of the Peace Assoc	\$100.00	53960	12/08/2011	Southwest Hazard Control Incorporated	\$4,355.00
53884	12/08/2011	AZ Public Service (APS)	\$849.25	53961	12/08/2011	Sparkletts	\$13.50
53885	12/08/2011	AZ Range News	\$30.00	53962	12/08/2011	Sparkletts	\$27.00
53886	12/08/2011	AZ State Land Department	\$2,400.00	53963	12/08/2011	Stamback Septic Service	\$1,175.00
53887	12/08/2011	AZ State Prison Complex - Fort Grant	\$200.00	53964	12/08/2011	Sulphur Springs Valley Elec Coop, Inc.	\$588.10
53888	12/08/2011	AZ State Prison Complex - Fort Grant	\$89.52	53965	12/08/2011	Tucson Old Pueblo Credit Union	\$160.00
53889	12/08/2011	AZ State Treasurer	\$184,567.00	53966	12/08/2011	UniFirst Corporation	\$726.45
53890	12/08/2011	B & D Lumber & Hardware	\$622.53	53967	12/08/2011	Union Distributing Company of Tucson	\$13,355.84
53891	12/08/2011	Baker & Taylor, Inc.	\$557.98	53968	12/08/2011	United Pathology Inc.	\$15,000.00
53892	12/08/2011	Bank of America	\$99,994.99	53969	12/08/2011	Valencia, Francisco J.	\$1,050.00
53893	12/08/2011	Bank of New York	\$2,700.00	53970	12/08/2011	Valley Telephone Cooperative, Inc.	\$717.76
53894	12/08/2011	Benson, City of	\$40.34	53971	12/08/2011	Verizon Wireless	\$22.64
53895	12/08/2011	Bisbee Observer	\$35.39	53972	12/08/2011	Verizon Wireless	\$52.18
53896	12/08/2011	Brown & White Inc	\$1,569.25	53973	12/08/2011	Verizon Wireless	\$120.29
53897	12/08/2011	Bug-Wiser Exterminating, Inc.	\$645.00	53974	12/08/2011	Verizon Wireless	\$3,172.68
53898	12/08/2011	Bug-Wiser Exterminating, Inc.	\$70.00	53975	12/08/2011	Voyager Fleet System, Inc.	\$3,967.50
53899	12/08/2011	Burk's Towing & Auto Repair LLC	\$535.00	53976	12/08/2011	Waxie Sanitary Supply	\$3,636.53
53900	12/08/2011	Cable One	\$299.85	53977	12/08/2011	Waxie Sanitary Supply	\$379.30
53901	12/08/2011	Carson, Stephen L PhD	\$3,150.00	53978	12/08/2011	West Group	\$8,826.95
53902	12/08/2011	Carson, Stephen L PhD	\$300.00	53979	12/08/2011	Aegis Communications	\$100.00
53903	12/08/2011	CenturyLink	\$131.80	53980	12/08/2011	Almada, Victor	\$100.00
53904	12/08/2011	CenturyLink	\$41.00	53981	12/08/2011	Ballesteros, Monica	\$70.00
53905	12/08/2011	CenturyLink	\$65.37	53982	12/08/2011	Bonham, Marsha	\$10.00
53906	12/08/2011	CenturyLink	\$252.18	53983	12/08/2011	Circle K Store	\$188.73
53907	12/08/2011	CenturyLink	\$32.14	53984	12/08/2011	Clemson, Lyle	\$100.00
53908	12/08/2011	CenturyLink	\$1,748.00	53985	12/08/2011	Cochise County Justice Court #2	\$16.68
53909	12/08/2011	CenturyLink	\$33.13	53986	12/08/2011	Cochise County Sheriff / Contingency	\$636.85
53910	12/08/2011	Certified Folder Display Services, Inc.	\$7,070.69	53987	12/08/2011	English, Ann	\$1,064.93
53911	12/08/2011	Chaffin, David	\$200.00	53988	12/08/2011	Godfrey, Marilyn	\$120.00
53912	12/08/2011	Charles Court Construction, Inc.	\$4,431.88	53989	12/08/2011	Gojkovich, Theresa	\$75.00
53913	12/08/2011	Chivers North America, Inc. dba AudioGO	\$287.84	53990	12/08/2011	Housh, Pamela	\$146.73
53914	12/08/2011	CNS Business Forms	\$911.30	53991	12/08/2011	Jones, Dale	\$100.00
53915	12/08/2011	Cochise County BOS / Petty Cash	\$766.12	53992	12/08/2011	Office of Justice Programs	\$70,255.00
53916	12/08/2011	Cochise Enterprises, LLC	\$4,648.00	53993	12/08/2011	PBW Fire District	\$70.00

53994	12/08/2011	Pioneer Title Agency	\$3,500.00	54071	12/13/2011	Seidberg Law Offices, P.C.	\$349.68
53995	12/08/2011	State Farm Insurance	\$80.00	54072	12/13/2011	Support Payment Clearinghouse	\$6,352.75
53996	12/08/2011	Wells Fargo Bank	\$70.00	54073	12/13/2011	TIAA-CREF as agent for JPMorgan Chase	\$1,456.00
53997	12/08/2011	Anderson, Angela	\$32.48	54074	12/13/2011	U.S. Department of Education	\$159.91
53998	12/08/2011	Anderson, Elizabeth	\$141.68	54075	12/13/2011	United States Treasury	\$789.76
53999	12/08/2011	Ash, Debra	\$156.02	54076	12/13/2011	United States Treasury	\$100.00
54000	12/08/2011	Berg, Nancy	\$226.52	54077	12/13/2011	United Way	\$95.00
54001	12/08/2011	Gilligan, Judith	\$16.80	54078	12/13/2011	Westlake Services, Inc.	\$284.09
54002	12/08/2011	Godfrey, Marilyn	\$137.60	54079	12/14/2011	AZ Constables State Assoc	\$125.00
54003	12/08/2011	Honorable Joseph Knoblock	\$57.12	54080	12/14/2011	AZ Department of Revenue	\$62,478.95
54004	12/08/2011	Lueck, Elizabeth	\$83.92	54081	12/14/2011	AZ State Prison Complex - Fort Grant	\$1,644.00
54005	12/08/2011	Macedo, Margarita	\$44.00	54082	12/14/2011	AZ Water Company	\$423.28
54006	12/08/2011	Madden, Jessica	\$35.84	54083	12/14/2011	AZ Water Company	\$5,547.10
54007	12/08/2011	McCall, Monica	\$14.00	54084	12/14/2011	Bisbee Observer	\$134.25
54008	12/08/2011	Moore, Kristi	\$43.68	54085	12/14/2011	Bisbee, City of	\$928.92
54009	12/08/2011	Oertel, Brian	\$54.88	54086	12/14/2011	CenturyLink	\$94.62
54010	12/08/2011	Porter, Radi Ann	\$147.84	54087	12/14/2011	CenturyLink	\$118.53
54011	12/08/2011	Riksheim, Renee A	\$209.24	54088	12/14/2011	CenturyLink	\$1,747.60
54012	12/08/2011	Ruelas, Maribel	\$55.89	54089	12/14/2011	CenturyLink	\$139.92
54013	12/08/2011	Searle, Richard	\$44.00	54090	12/14/2011	Culligan of Tucson	\$109.07
54014	12/08/2011	Streeter, Randy	\$98.00	54091	12/14/2011	Sierra Vista Herald/Bisbee Daily Review	\$410.08
54015	12/08/2011	Truitt, Pamela	\$64.40	54092	12/14/2011	Southwest Disposal LC	\$64.68
54016	12/08/2011	Welch, Catherine	\$85.40	54093	12/14/2011	Southwest Gas Corporation	\$8,197.91
54017	12/09/2011	Manring, Donald Gene	\$316.42	54094	12/14/2011	Sparkletts	\$50.60
54018	12/12/2011	Bank One	\$1,259.21	54095	12/14/2011	Sulphur Springs Valley Elec Coop, Inc.	\$138.51
54019	12/12/2011	AccentCare	\$689.68	54096	12/14/2011	Sulphur Springs Valley Elec Coop, Inc.	\$173.41
54020	12/12/2011	Advantage Medical & Oxygen Supply	\$233.74	54097	12/14/2011	Sulphur Springs Valley Elec Coop, Inc.	\$3,026.42
54021	12/12/2011	Apria Healthcare, Inc.	\$2,549.29	54098	12/14/2011	Valley Telephone Cooperative, Inc.	\$105.42
54022	12/12/2011	AZ Community Surgeons PC	\$20.33	54099	12/14/2011	Valley Telephone Cooperative, Inc.	\$549.89
54023	12/12/2011	AZ Minimally Invasive Urologic Surgery PLLC	\$22.28	54100	12/14/2011	Verizon Wireless	\$62.87
54024	12/12/2011	Benson Hospital Corporation	\$3.46	54101	12/14/2011	Verizon Wireless	\$766.71
54025	12/12/2011	Canyonlands Community Healthcare	\$34.60	54102	12/14/2011	West Press	\$206.17
54026	12/12/2011	Carondelet Specialist Group, Inc.	\$10.88	54103	12/14/2011	Western Mental Health & Restoration Services, LLC	\$715.00
54027	12/12/2011	Community Healthcare of Douglas, Inc.	\$50.15	54104	12/14/2011	Wick Communications	\$261.00
54028	12/12/2011	Diagnostic Pathology Consultants PC	\$13.08	54105	12/14/2011	Willcox, City of	\$269.11
54029	12/12/2011	Douglas Family Care PLLC	\$13.50	54106	12/14/2011	Monson, Marcia	\$2,271.99
54030	12/12/2011	Gila Valley Clinic, PC	\$63.88	54107	12/14/2011	Streeter, Katja	\$98.00
54031	12/12/2011	Hospitalists of AZ	\$43.45	54108	12/14/2011	US Postal Service	\$10,000.00
54032	12/12/2011	Kords Ambulance Service	\$129.94	54109	12/15/2011	AJP Electric, Inc.	\$221.83
54033	12/12/2011	Millennium Medical Supply, Inc	\$256.75	54110	12/15/2011	AZ Department of Corrections - Douglas	\$85.00
54034	12/12/2011	Mt Graham Community Hospital	\$10.30	54111	12/15/2011	AZ Department of Corrections - Douglas	\$29.75
54035	12/12/2011	Northern Cochise Community Hospital, Inc.	\$1,237.50	54112	12/15/2011	AZ Department of Corrections - Douglas	\$1,079.00
54036	12/12/2011	Providers Direct, PLLC	\$105.05	54113	12/15/2011	AZ Department of Corrections - Douglas	\$91.00
54037	12/12/2011	Radiologists of Sierra Vista	\$7.69	54114	12/15/2011	AZ Department of Corrections - Douglas	\$256.00
54038	12/12/2011	Radiology Ltd	\$5.73	54115	12/15/2011	AZ Department of Corrections - Douglas	\$595.50
54039	12/12/2011	Sierra Vista Regional Health Center	\$3,974.45	54116	12/15/2011	AZ Department of Corrections - Douglas	\$85.50
54040	12/12/2011	Southeastern AZ Comm Unique Svcs-SEACUS	\$1,119.00	54117	12/15/2011	AZ Department of Environmental Quality	\$2,000.00
54041	12/12/2011	Southwest Kidney Institute PLC	\$15.25	54118	12/15/2011	AZ Department of Revenue	\$2.37
54042	12/12/2011	United Pathology Inc.	\$18.95	54119	12/15/2011	AZ Family Care Associates (AFCA)	\$1,611.20
54043	12/12/2011	University Physicians, Inc.	\$68.77	54120	12/15/2011	AZ Range News	\$25.11
54044	12/12/2011	Urological Associates / Southern AZ	\$242.00	54121	12/15/2011	AZ Range News	\$3.26
54045	12/13/2011	AOC Corrections Officer Retire	\$17,520.79	54122	12/15/2011	AZ Range News	\$61.34
54046	12/13/2011	AZ Department of Revenue	\$50.00	54123	12/15/2011	AZ State Land Department	\$2,572.93
54047	12/13/2011	Aron & Associates,P.C.	\$290.33	54124	12/15/2011	AZ State Prison Complex - Fort Grant	\$90.00
54048	12/13/2011	Bursey & Associates, P.C.	\$252.64	54125	12/15/2011	AZ State Prison Complex - Fort Grant	\$67.00
54049	12/13/2011	Citibank (South Dakota), N.A.	\$18.63	54126	12/15/2011	AZ State Prison Complex - Fort Grant	\$117.48
54050	12/13/2011	CitiFinancial-Chandler	\$48.94	54127	12/15/2011	AZ State Prison Complex - Fort Grant	\$57.11
54051	12/13/2011	Colonial Supplemental Insurance	\$51.63	54128	12/15/2011	AZ State Prison Complex - Fort Grant	\$764.40
54052	12/13/2011	Correction Officers	\$12,090.16	54129	12/15/2011	AT&T	\$147.42
54053	12/13/2011	Correction Officers	\$250.53	54130	12/15/2011	Azlan Language Services	\$450.00
54054	12/13/2011	DCS	\$352.27	54131	12/15/2011	B&S Supply Co, Inc	\$1,518.09
54055	12/13/2011	DeConcini McDonald Yetwin	\$285.08	54132	12/15/2011	Baker & Taylor, Inc.	\$245.12
54056	12/13/2011	General Revenue Corporation	\$234.85	54133	12/15/2011	Benco, Inc.	\$1,285.74
54057	12/13/2011	GMAC, c/o Jennifer A. Christie	\$19.88	54134	12/15/2011	Benson Police Department	\$706.50
54058	12/13/2011	Guglielmo, Paul D.	\$173.96	54135	12/15/2011	Bilingual Workshops, LLC	\$200.00
54059	12/13/2011	JP Morgan Chase	\$954,760.43	54136	12/15/2011	Bisbee Police Department	\$16,926.60
54060	12/13/2011	JP Morgan Chase	\$39,086.77	54137	12/15/2011	Bisbee Towing	\$200.00
54061	12/13/2011	JP Morgan Chase	\$305,029.18	54138	12/15/2011	Bisbee, City of (Ambulance)	\$2,025.54
54062	12/13/2011	NACO West	\$25,191.94	54139	12/15/2011	Bug-Wiser Exterminating, Inc.	\$150.00
54063	12/13/2011	Nadine Lockhart - c/o Flager Law	\$155.93	54140	12/15/2011	Bug-Wiser Exterminating, Inc.	\$45.00
54064	12/13/2011	National Bank	\$5,898.40	54141	12/15/2011	Cardinal Health Inc.	\$32.10
54065	12/13/2011	Opal Financial, LLC	\$211.97	54142	12/15/2011	CenturyLink	\$721.46
54066	12/13/2011	Public Safety Retirement Syst	\$16,975.84	54143	12/15/2011	CenturyLink	\$32.25
54067	12/13/2011	Public Safety Retirement Syst	\$55,199.50	54144	12/15/2011	CenturyLink	\$66.03
54068	12/13/2011	Public Safety Retirement Syst	\$198.07	54145	12/15/2011	Cochise County Assoc for the Handicapped	\$1,354.80
54069	12/13/2011	Public Safety Retirement Syst	\$758.56	54146	12/15/2011	Cochise County Sheriff / Contingency	\$1,055.99
54070	12/13/2011	Seidberg Law Offices, P.C.	\$313.82				

54147	12/15/2011	Cochise County Sheriff / Contingency	\$67.73	54222	12/15/2011	Verizon Wireless	\$47.13
54148	12/15/2011	Cochise Enterprises, LLC	\$4,648.00	54223	12/15/2011	Verizon Wireless	\$70.23
54149	12/15/2011	Copper Queen Community Hospital	\$7,370.04	54224	12/15/2011	Verizon Wireless	\$250.13
54150	12/15/2011	Cottingham, Ed	\$47.60	54225	12/15/2011	Waxie Sanitary Supply	\$181.07
54151	12/15/2011	CRM of America LLC	\$3,629.87	54226	12/15/2011	West Group	\$2,692.62
54152	12/15/2011	D & L Towing	\$77.00	54227	12/15/2011	Willcox Against Substance Abuse (WASA)	\$7,000.00
54153	12/15/2011	Deirdre A. Gorman, PC	\$9,343.60	54228	12/15/2011	Willcox Auto Parts Inc.	\$5.98
54154	12/15/2011	Deluxe Business Forms	\$49.82	54229	12/15/2011	WR Ryan Company	\$5,318.96
54155	12/15/2011	Demco Inc.	\$286.81	54230	12/15/2011	American Screening Corporation	\$2,851.97
54156	12/15/2011	Diamond Drugs Inc.	\$9,989.83	54231	12/15/2011	Barber, Ruth	\$50.00
54157	12/15/2011	Direct TV	\$23.00	54232	12/15/2011	Bone, William	\$50.00
54158	12/15/2011	DiRoberto, Joseph	\$4,679.44	54233	12/15/2011	Bonham, Marsha	\$2,815.31
54159	12/15/2011	Durham Communication	\$95.00	54234	12/15/2011	Bredeson, Clemens	\$50.00
54160	12/15/2011	Edward Charles Henry Lewis, Esq.	\$6,662.80	54235	12/15/2011	Brofer, Duane R	\$50.00
54161	12/15/2011	Ettinger, Dean D MD PC	\$300.00	54236	12/15/2011	Call, Pat	\$49.99
54162	12/15/2011	Federal Express Corporation	\$51.65	54237	12/15/2011	Celaya, Vickie	\$50.00
54163	12/15/2011	Federal Express Corporation	\$5.95	54238	12/15/2011	DeFord, Andy	\$100.00
54164	12/15/2011	Frank's Fix It Shop	\$61.00	54239	12/15/2011	Evans, Tara A	\$50.00
54165	12/15/2011	GM Propane	\$2,441.88	54240	12/15/2011	Fowler, Robert	\$50.00
54166	12/15/2011	Guinane, Christina Ann	\$140.00	54241	12/15/2011	Giles, Vanessa	\$96.00
54167	12/15/2011	Hardware.Com	\$30,911.55	54242	12/15/2011	Gojkovich, Ronald	\$185.18
54168	12/15/2011	Heinzl, Joe Lawrence Esq.	\$2,249.68	54243	12/15/2011	Grady, Carolyn J.	\$50.00
54169	12/15/2011	Hillyard Inc.	\$739.21	54244	12/15/2011	Graham, Margaret A	\$50.00
54170	12/15/2011	Holcombe, Susan	\$307.50	54245	12/15/2011	Heeren, Joan	\$15.92
54171	12/15/2011	HP Iron, Inc. dba Hitchin Post Iron	\$2,105.00	54246	12/15/2011	Ingram Sr., David	\$168.06
54172	12/15/2011	Keefe Supply Company	\$2,129.09	54247	12/15/2011	Jansen, Keith M	\$50.00
54173	12/15/2011	Kuttner, Barbara L	\$12.32	54248	12/15/2011	Kindt, Kay M.	\$50.00
54174	12/15/2011	La Quinta Motor Inn-Phoenix	\$144.20	54249	12/15/2011	Kuttner, Lou G. (Ludwig)	\$50.00
54175	12/15/2011	Language Line Services, Inc.	\$51.75	54250	12/15/2011	Masters, Susan	\$50.00
54176	12/15/2011	Law Office of William F. Lakosil	\$8,555.27	54251	12/15/2011	McGee, Michael	\$10.00
54177	12/15/2011	Legend Technical Services, Inc.	\$89.00	54252	12/15/2011	Meracle, Tim	\$100.00
54178	12/15/2011	Little Caesars	\$76.73	54253	12/15/2011	Moreno, Luis Fernando Serrano	\$80.00
54179	12/15/2011	McGowan, Mark J.	\$3,496.00	54254	12/15/2011	Pioneer Title Agency	\$300.00
54180	12/15/2011	Merle's Automotive Supply, Inc.	\$1,325.22	54255	12/15/2011	Pioneer Title Agency	\$300.00
54181	12/15/2011	Mills County Clerk	\$120.00	54256	12/15/2011	Rivera, Lupe	\$50.00
54182	12/15/2011	MME Consulting Services LLC	\$225.00	54257	12/15/2011	Rodriguez, Edna M.	\$50.00
54183	12/15/2011	Natale, Gail Gianasi	\$268.94	54258	12/15/2011	Sanchez, George	\$10.00
54184	12/15/2011	National Assoc for Court Management	\$125.00	54259	12/15/2011	Searle, Richard	\$656.32
54185	12/15/2011	National Assoc for Search & Rescue (NASAR)	\$54.00	54260	12/15/2011	Sears	\$16.81
54186	12/15/2011	North American Media Group dba History Channel Mag	\$2,125.00	54261	12/15/2011	Sierra Vista Magistrate Court	\$282.00
54187	12/15/2011	OCLC Online Computer Library Center, Inc.	\$58.50	54262	12/15/2011	Sine, Evie M.	\$50.00
54188	12/15/2011	Oldcastle Precast, Inc.	\$605.88	54263	12/15/2011	Skaggs, Carletta	\$50.00
54189	12/15/2011	Orkin Exterminating Co, Inc.	\$55.32	54264	12/15/2011	Sullivan, Jean	\$50.00
54190	12/15/2011	Palominas Public School District #49	\$250.54	54265	12/15/2011	Urbalejo, Edward	\$50.00
54191	12/15/2011	Panayiotis A. Ellinas, MD MPH	\$625.00	54266	12/15/2011	US Postmaster	\$8.36
54192	12/15/2011	Pima County Treasurer	\$8.40	54267	12/15/2011	Vander-Heyden, Laura T.	\$50.00
54193	12/15/2011	Poliquin, Angela C.	\$919.74	54268	12/15/2011	Vander-Heyden, Leon J.	\$50.00
54194	12/15/2011	Porta-Pot	\$787.50	54269	12/15/2011	Wilhoit, Mary	\$50.00
54195	12/15/2011	Pro Petroleum, Inc.	\$8,172.34	54270	12/15/2011	Wisniewski, Anthony	\$50.00
54196	12/15/2011	Recorded Books, LLC	\$6,000.00	54271	12/15/2011	Arndt, Susan	\$172.98
54197	12/15/2011	Reed, Cynthia - Court Reporter	\$500.00	54272	12/15/2011	Bennett, Brad	\$34.00
54198	12/15/2011	Ross, Ramiro	\$91.11	54273	12/15/2011	Berry, Trudy	\$1,506.00
54199	12/15/2011	Safeway Stores Inc	\$66.86	54274	12/15/2011	Graeme, Nina Sue	\$196.00
54200	12/15/2011	Service Solutions Group	\$145.25	54275	12/15/2011	Honorable Alma Vildosola	\$29.99
54201	12/15/2011	SHI International Corp.	\$64,998.99	54276	12/15/2011	Honorable Joseph Knoblock	\$58.00
54202	12/15/2011	Sierra Vista Diagnostics	\$93.75	54277	12/15/2011	Housh, Pamela	\$140.84
54203	12/15/2011	Simmons, Sylvia	\$330.00	54278	12/15/2011	Jefferson, Brandie	\$34.00
54204	12/15/2011	Southeastern AZ Behavioral Health Svs- SEABHS, Inc.	\$600.00	54279	12/15/2011	Kennedy, Megan R	\$34.00
54205	12/15/2011	Southwest Laboratories, Inc.	\$29.25	54280	12/15/2011	McCleave, Keturah	\$72.24
54206	12/15/2011	Southwest Polygraph Services, Inc.	\$150.00	54281	12/15/2011	Pones, Rochelle	\$393.96
54207	12/15/2011	Sparkletts	\$18.25	54282	12/15/2011	Reyna, Benjamin Michael	\$1,034.34
54208	12/15/2011	St. Patrick Church	\$900.00	54283	12/15/2011	Ruelas, Maribel	\$29.99
54209	12/15/2011	Stronghold Signs, Inc.	\$582.35	54284	12/15/2011	Schnee, Jonathan	\$204.96
54210	12/15/2011	Sulphur Springs Valley Historical Society, Inc.	\$343.00	54285	12/15/2011	Young, Valerie	
54211	12/15/2011	SWEA, P.C.	\$162.42				
54212	12/15/2011	Thomson West	\$136.38				
54213	12/15/2011	Trebilcock, Robert Esq.	\$5,009.00				
54214	12/15/2011	Tucson Tallow Co., Inc.	\$375.00				
54215	12/15/2011	Union Distributing Company of Tucson	\$1,663.37				
54216	12/15/2011	United Truck & Equipment	\$73,231.00				
54217	12/15/2011	University Medical Center	\$1,605.95				
54218	12/15/2011	University Physicians, Inc.	\$1,000.00				
54219	12/15/2011	University Physicians, Inc.	\$630.59				
54220	12/15/2011	Valley Telephone Cooperative, Inc.	\$32.18				
54221	12/15/2011	Verizon Wireless	\$867.46				

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Emergency Preparedness Program, Amendment 1

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?:

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Amendment #1 to IGA: ADHS12-007884, Emergency Preparedness Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in amount of \$201,596.61, for the period of August 31, 2011 and ending August 30, 2012.

Background:

The Bioterrorism Preparedness Contract for the Cooperative Agreement (PHEP) Grant, beginning August 31, 2011 and ending August 30, 2016, was approved during the September 27, 2011 Board Meeting. A new Purchase Order was received on November 14, 2011. This amendment adjusts the scope of work under Section 3, Activities, of that contract, to reflect amended epidemiological planning deliverables. Amendment #1 mainly involves subtracting a planning deliverable for a sampling and shipping protocol revision and adding a requirement to submit a Public Health population registry algorithm and template.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

The Bioterrorism Preparedness Program would adhere to the previously sanctioned scope of work and not be able to accomplish the additional Public Health registry planning outlined in the amendment.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 11-12
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 160,453.88
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

Amendment #1 involves no increase or decrease to BP 2011/2012 funding and does not impact County subsidy.

Attachments

BT Amend 1 12-11

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/BT

Date Prepared: 12/23/11 Telephone: 520-432-9402

Grantor: ADHS Grant Title: Emergency Preparedness Program

Grant Term From: 8/31/11 To: 8/30/12

Fund No/Dept. No: 222 Note: Fund No. will be assigned by the Finance Department if new.

New Grant Yes No Amendment No. 1 Increase \$ 0 Decrease \$ 0

Briefly describe purpose of grant:

The BT Preparedness Program delivers the Public Health Emergency Preparedness Program to Cochise County.

If amendment, provide reason:

This amendment adjusts the scope of work under Section 3, Activities to reflect amended epidemiological planning deliverables.

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

This IGA is administered to counties within Arizona by the ADHS on behalf of the CDC.

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$201,596.61			\$201,596.61
Remaining Years					
Total Revenue		\$201,596.61			\$201,596.61

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

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

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

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

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

a) Total A-87 cost allocation \$ 160,453.88

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$ 73,350

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

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

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 7

Executive Summary Form

Executive Summary Form

Agenda Number: HLT--

Recommendation:

Approve Amendment #1 to IGA: ADHS12-007884, Bioterrorism Preparedness Grant, between the Arizona Department of Health Services and Cochise Health & Social Services, in amount of \$201,596.61, for the period of August 31, 2011 and ending August 30, 2012.

Background:

The Bioterrorism Preparedness Contract for the Cooperative Agreement (PHEP) Grant, beginning August 31, 2011 and ending August 30, 2016, was approved during the September 27, 2011 Board Meeting. A new Purchase Order was received on November 14, 2011. This amendment adjusts the scope of work under Section 3, Activities, of that contract, to reflect amended epidemiological planning deliverables. Amendment #1 mainly involves subtracting a planning deliverable for a sampling and shipping protocol revision and adding a requirement to submit a Public Health population registry algorithm and template.

Fiscal Impact & Funding Sources:

Amendment #1 involves no increase or decrease to BP 2011/2012 funding and does not impact County subsidy.

Next Steps/Action Items/Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

The Bioterrorism Preparedness Program would adhere to the previously sanctioned scope of work and not be able to accomplish the additional Public Health registry planning outlined in the amendment.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No: ADHS12-007884

Amendment No. 1

Procurement Specialist
Cindy Sullivan

Emergency Preparedness Program

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

- 1. Attachment A, Section 3, Activities, Pages Eighteen (18) through Twenty (20), replace with Attachment A, Section 3, Activities, Pages Two (2) through Three (3), Amendment One (1).

All other provisions of this agreement remain unchanged.

Cochise County Health Department

Contractor Name

1415 West Melody Lane, Building A

Address

Bisbee AZ 85603
City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Printed Name

Title

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

Signature

Date

Printed Name

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

State of Arizona

Signed this ___ day of ___ 2011

Procurement Officer

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

Signature

Date

Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT Attachment A		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007884	Amendment No. 1	Procurement Specialist Cindy Sullivan

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

3.1.3 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.4 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions

Epidemiology

3.1.5 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed.

3.1.6 CIFOR Evaluation: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.7 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT Attachment A		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS12-007884	Amendment No. 1	Procurement Specialist Cindy Sullivan

3.2 Tiers I & II Partners

Epidemiology

- 3.2.1 Communicable Disease Reporting: (County Only) Percent of infectious disease reports entered into MEDSIS by county health department staff within three business days of receiving report. Goal: Fifty percent or more
- 3.2.2 Communicable Disease Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, responses with epidemiologist involvement for and average time from initiation of investigation to recommendation of interventions in suspected outbreaks; suspect cases of select agents, measles, meningococcal disease, shiga toxin-producing *E. coli*, and hepatitis A; and non-communicable disease incidents.
- 3.2.3 Registry Planning: Develop a plan for initiating a registry, including plans for exchanging information between health care facilities and a registry, during an emergency that involves within jurisdiction mass evacuation.
- 3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.
- 3.2.5 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers

3.3 Tier I Partners

Epidemiology

- 3.3.1 Communicable Disease Reporting Validation: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide reporting gaps identified.
- 3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving activation of a registry during a mass evacuation.
- 3.3.3 Planning: (County Only) Develop a written protocol on the use of mortality data for the surveillance of major causes of morbidity and mortality due to reportable conditions.
- 3.3.4 Gap Assessment: (County Only): Develop a plan to address any gaps found in the assessment of communicable disease communications to health care providers conducted during BP10X.

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Tuberculosis Control Program, Amendment 6

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ADHS

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

Information

Agenda Item Text:

Approve Amendment 6 to IGA # HG854563, County Tuberculosis Control Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$18,500 for the period of 7/1/2011 to 06/30/2012.

Background:

The Health Department has the responsibility to investigate and treat suspected and active cases of Tuberculosis in Cochise County. The ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, and the Health Dept. is paying 10% of the TB Coordinator's salary (\$3,121 + EREs).

The ADHS has funded this program for many years and the amounts of the grants have ebbed and flowed with the fortunes of the State's revenues. The Health Dept. has amended the Price Sheet due to the increased costs of lab fees and travel/fuel costs. This Amendment is for a revised Price Sheet. The amount of the grant increases from \$12,000 to 18,500.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this grant will cause the Health Dept. to rely on County General Funds to meet the mandatory requirements of TB case investigation and treatment in Cochise County.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 11-12
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 2,051
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, fixed price program through the Arizona Department of Health Services, amended by the amount of \$6,500 for at total of \$18,500 dollars. Travel Expense increased from 2,500 to 3,750, Other Operating Expense increased from 2,699 to 6,793 to cover incentive/enable processes for the binational TB program, and Other increased from 0 to 1,156 to cover the increased cost of chest radiographs.

Salary's & ERE's = \$ 4,200 (unchanged)
A-87 OH Rate @48.83 % = \$ 2051
OH Authorized = \$ 0
Net County Subsidy = \$ 2051

Attachments

TB Amend 6 12-2011

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/NCHS
 Date Prepared: 12/23/11 Telephone: 520-432-9402
 Grantor: ADHS Grant Title: Tuberculosis Control Program
 Grant Term From: 7/1/11 To: 6/30/12
 Fund No/Dept. No: 234 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. 6 Increase \$ 6,500 Decrease \$ 0

Briefly describe purpose of grant:

CHSS has the responsibility to investigate and treat suspected and active cases of Tuberculosis in Cochise County. The ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, which is currently done at 10% of one position.

If amendment, provide reason:

This amendment is intended to increase the grant funding from \$12,000 to \$18,500 for the FY11/12. This funding is intended to increase the travel, other operating, and radiograph amounts available to the grant.

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

Mandated by ADHS

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$18,500			\$18,500
Remaining Years					
Total Revenue		\$18,500			\$18,500

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

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

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

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

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

a) Total A-87 cost allocation \$ 2,051

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$ 2,051

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

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

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 1

Executive Summary Form

Agenda Number: HLT-- (Tuberculosis Control Program)

Recommendation:

Approval of Amendment 6, IGA# HG854563, County Tuberculosis Control Program, between the Arizona Department of Health Services and the Cochise County Health Department, in the amount of \$18,500, for the period of 7/1/2011 to 06/30/2012.

Background (Brief):

The Health Department has the responsibility to investigate and treat suspected and active cases of Tuberculosis in Cochise County. The ADHS supports the County's efforts by means of grant funding to pay for consulting physician services, necessary testing, and medication. Salaries may also be paid from these grant funds, and the Health Dept. is paying 10% of the TB Coordinator's salary (\$3,169 + EREs).

The ADHS has funded this program for many years and the amounts of the grants have ebbed and flowed with the fortunes of the State's revenues.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost-reimbursement program through the Arizona Department of Health Services in the amount of \$18,500.

Salary's & ERE's =	\$ 4,200
A-87 OH Rate @48.83% =	\$ 2051
OH Authorized =	\$ 0
Net County Subsidy =	\$ 2051

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this grant will cause the Health Dept. to rely on County General Funds to meet the mandatory requirements of TB case investigation and treatment in Cochise County.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

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

Contract No: HG854563

Amendment No 6

Procurement Specialist
Cindy Sullivan

Tuberculosis Control Program

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

- 1. The Price Sheet, Amendment Five (5), Page Five (5), is replaced by revised Price Sheet, Amendment Six (6), Page Two (2). The Price Sheet total increased \$6,250.00 for a total of \$18,500.00. The Line Item changes are as follows:
1.1 Travel Expenses increased \$1,250.00 to attend in-state TB training;
1.2 Other Operating increased \$4,094.00 to purchase incentive/enable cards to encourage completion of therapy for binational active TB cases; and
1.3 Other increased \$1,156.00 to cover the costs of chest radiographs at County clinic sites.

All other provisions of this agreement remain unchanged.

Cochise County Health Department

Contractor Name

1415 Melody Lane, Bldg A

Address

Bisbee AZ 85603

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

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

Signature

Date

Printed Name

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

State of Arizona

Signed this ___ day of ___ 2011

Procurement Officer

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

Signature

Date

Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

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



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

Error! Main Document Only. ARIZONA
DEPARTMENT OF
HEALTH SERVICES
1740 W Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Cindy Sullivan

Contract No: HG854563

Amendment No 6

**PRICE SHEET
COCHISE COUNTY – TB CONTROL
COST REIMBURSEMENT - CONTRACT HG854563
Effective July 1, 2011**

Cost Reimbursement Category	Amount
a. PERSONAL SERVICES AND ERE	\$4,200.00
b. PROFESSIONAL AND OUTSIDE SERVICES	\$2,600.00
c. TRAVEL EXPENSES	\$3,750.00
d. OTHER OPERATING	\$6,793.00
e. CAPITAL OUTLAY EXPENSES	\$1.00
f. OTHER	\$1,156.00
TOTAL	\$18,500.00

Note: With prior approval from ADHS Program Manager, the Contractor is authorized to transfer up to a maximum of thirty-five percent (35%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding thirty-five percent (35%) percent or to a non-funded item shall require a Contract Amendment.

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

HIV Prevention Program, Amendment 6

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Amendment 6, to IGA# HG852278, HIV Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$18,666 for the period of 1/1/12 – 12/31/12.

Background:

Amendment 6 of the contract revises Special Terms and Conditions, Page Eleven (11), Provision Nine (9), with the following:

Pandemic Contractual Performance

9.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

Sections 9.2 and 9.3 have also been updated. Please see the attached IGA for specifics on both sections.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for HIV testing services from the ADHS and would cause cessation of this service to the community.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 11-12

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 2,023

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

A-87 overhead rate @48.83%, based on ADHS approved personnel costs of \$5854, is \$2,859. No overhead is authorized by this IGA making the Net County Subsidy \$2,859.

Attachments

HIV Amend 6 12-2011

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/NCHS
 Date Prepared: 12/23/11 Telephone: 520-432-9402
 Grantor: ADHS Grant Title: HIV Prevention Program
 Grant Term From: 1/1/12 To: 12/31/12
 Fund No/Dept. No: 233 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. 6 Increase \$0 Decrease \$0

Briefly describe purpose of grant:

The HIV Prevention Program provides HIV testing and counseling to Cochise County residents.

If amendment, provide reason:

This amendment is intended to renew the annual funding for 2012.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$18,666			\$18,666
Remaining Years					
Total Revenue		\$18,666			\$18,666

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

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

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

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

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

a) Total A-87 cost allocation \$ 2,023

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$ 2,023

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

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

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 1

Executive Summary Form

Agenda Number : HLT- (HIV Prevention Program, Amend.6)

Recommendation:

Approve Amendment 6, to IGA# HG852278, HIV Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$18,666.00 for the period of 1/1/12 – 12/31/12.

Background (Brief):

Amendment 6 of the contract revises Special Terms and Conditions, Page Eleven (11), Provision Nine (9), with the following:

Pandemic Contractual Performance

9.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

Sections 9.2 and 9.3 have also been updated. Please see the attached IGA for specifics on both sections.

Fiscal Impact & Funding Sources:

A-87 overhead rate @48.83%, based on ADHS approved personnel costs of \$5854, is \$2,859. No overhead is authorized by this IGA making the Net County Subsidy \$2,859.

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for HIV testing services from the ADHS and would cause cessation of this service to the community.



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Elena Beeman

Contract No: HG852278

Amendment No. 6

HIV Prevention Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature, as follows:

- 1. Pursuant to Special Terms and Conditions, Page Ten (10), Provision Two (2), Contract Extension (4 Years), this Contract is hereby extended, for the final year, through December 31, 2012.

The following changes are effective July 1, 2011:

- 2. Add to Special Terms and Conditions, Page Eleven (11), Provision Nine (9), with the following:

Pandemic Contractual Performance

- 9.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.

All other provisions shall remain unchanged.

Cochise County Health Department

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Mary Gomez (handwritten signature)

Contractor Authorized Signature

MARY GOMEZ (handwritten printed name)

Contractor Name
1415 West Melody Lane, Building A

Printed Name

CHHS DIRECTOR (handwritten printed name)

Address
Bisbee AZ 85603

City State Zip

Title

CONTRACTOR ATTORNEY SIGNATURE

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

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

State of Arizona

Signed this ___ day of ___ 2011

Signature Date
Terry Bannan 12-14-11

Printed Name
Terry Bannan DCA

Procurement Officer

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

RESERVED FOR USE BY THE SECRETARY OF STATE

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

Signature Date
Assistant Attorney General
Printed Name: Ronald E. Johnson

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG852278	Amendment No.6	Procurement Specialist Elena Beeman

- b) Alternative methods to ensure there are products in the supply chain.
- c) An up to date list of company contacts and organizational chart.

- 9.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 9.3 The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

STD Services, Amendment 7

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?: ADHS

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

Information

Agenda Item Text:

Approve Amendment 7, to IGA #HG854323, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$2,271 for the period of 1/1/12 – 12/31/12.

Background:

The Health Department has received funds for the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract the CCHD is funded to ensure availability of STD care, treatment and services to our community.

These grant funds primarily pay for the laboratory testing and treatment regimens for STDs. General Funded nursing staff provides these services free of charge. The Nursing Division will continue to use ingenuity and other (limited) sources of funding to avoid impact on its General Fund budget in order to continue providing these services. The Health Director will inform the Board in advance of the time when this is no longer possible.

This amendment deletes in its entirety, Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract Administration and Operation, Item 3.3, Non-Discrimination, and replaces it with the following:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act., plus the changes in scope of work affecting items 3-8 as seen in the attached IGA.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for STD testing services from the ADHS and would cause cessation of this service to the community.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year: 11-12
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$):
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 2,271.00
Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

Small grant rate used for the subsidy calculation since there are no salaries/ere's or overhead authorized by the IGA. The total grant amount of \$2,271 @ 5% is \$114, making the Net County Subsidy \$114.

Attachments

STD Services, Amend 7 12-11

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/NCHS
 Date Prepared: 12/23/11 Telephone: 520-432-9402
 Grantor: ADHS Grant Title: STD SERVICES
 Grant Term From: 1/1/12 To: 12/31/12
 Fund No/Dept. No: 237 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. 7 Increase \$0 Decrease \$0

Briefly describe purpose of grant:

TO PROVIDE STD TESTING FREE OF CHARGE TO COCHISE COUNTY RESIDENTS.

If amendment, provide reason:

ANNUAL AMENDMENT TO PROVIDE FUNDING THROUGH 2012.

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

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$2,271.00			\$2,271.00
Remaining Years					
Total Revenue		\$2,271.00			\$2,271.00

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

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

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

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

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

a) Total A-87 cost allocation \$114 (SMALL GRANT OH @ 5%)

b) Amount of overhead allowed by grant 0 County subsidy (a-b) \$114

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

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

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

Executive Summary Form

Agenda Number: HLT- (STD Services. Amend.7)

Recommendation:

Approve Amendment 7, to IGA #: HG854323, STD Services, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of \$2,271 for the period of 1/1/12 – 12/31/12.

Background (Brief):

The Health Department has received funds for the ADHS for many years to provide screening, laboratory testing, treatment, and follow-up for sexually transmitted diseases (STDs) primarily Gonorrhea, Chlamydia, and Syphilis. Through this contract the CCHD is funded to ensure availability of STD care, treatment and services to our community.

These grant funds primarily pay for the laboratory testing and treatment regimens for STDs. General Funded nursing staff provides these services free of charge. The Nursing Division will continue to use ingenuity and other (limited) sources of funding to avoid impact on its General Fund budget in order to continue providing these services. The Health Director will inform the Board in advance of the time when this is no longer possible.

This amendment deletes in its entirety, Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract Administration and Operation, Item 3.3, Non-Discrimination, and replaces it with the following:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act., plus the changes in scope of work affecting items 3-8 as seen in the attached IGA.

Fiscal Impact & Funding Sources:

Grant	Amount	Salaries + ERE's	Authorized OH	Small-Grant OH at 5%*	Net Co. Subsidy
STD	\$2,271	\$0	\$0	\$114	\$114

* Small-grant rate used for subsidy calculation since there are no salaries/EREs

Next Steps/Action Items/ Follow-up:

Your approval is respectfully requested.

Impact of Not Approving:

Not approving this amendment may cause the inability of the Health Department to collect the reimbursement for STD testing services from the ADHS and would cause cessation of this service to the community.



INTERGOVERNMENTAL AGREEMENT (IGA)
AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax
Procurement Specialist
Elena Beeman

Contract No: HG854323

Amendment No. 7

STD Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective upon final signature, as follows:

- 1. Pursuant to Special Terms and Conditions, Page Ten (10), Provision Two (2), Contract Extension (4 Years), this Contract is hereby extended, for the final year, through December 31, 2012.

The following changes are effective July 1, 2011:

- 2. Delete in its entirety, Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract Administration and Operation, Item 3.3, Non-Discrimination, and replace it with the following:

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

All other provisions shall remain unchanged.

Cochise County Department of Health & Social Services

Contractor Name
1415 W. Melody Lane, Building A

Address
Bisbee, AZ 85603-3090

City State Zip

CONTRACTOR SIGNATURE

In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Mary Gomez (handwritten signature)

Contractor Authorized Signature

MARY GOMEZ (handwritten name)

Printed Name

CHSS DIRECTOR (handwritten title)

Title

CONTRACTOR ATTORNEY SIGNATURE

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

Jerrey Bannan (handwritten signature) 12-14-11 (handwritten date)

Signature Date

Jerrey Bannan DCA (handwritten name and initials)

Printed Name

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

State of Arizona

Signed this ___ day of ___ 2011

Procurement Officer

Attorney General Contract No. PIGA2010000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name: Ronald E. Johnson

RESERVED FOR USE BY THE SECRETARY OF STATE

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

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG854323	Amendment No. 7	Procurement Specialist Elena Beeman

3. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.11, with the following:

E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.12, with the following:

Scrutinized Businesses

In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

5. Add to the Uniform Terms and Conditions, Page Four (4), Provision 3.13, with the following:

Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

6. Delete in its entirety, Special Terms and Conditions, Page Ten (10), Provision Five (5), Health Insurance Portability and Accountability Act (HIPAA) of 1996, and replace it with the following:

Health Insurance Portability and Accountability Act of 1996

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

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No. HG854323	Amendment No. 7	Procurement Specialist Elena Beeman

7. Delete in its entirety, Special Terms and Conditions, Page Ten (10), Provision Six (6), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from Amendment One (1), Page One (1), and replace it with the following:

Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

8. Add to Special Terms and Conditions, Page Eleven (11), Provision Eight (8), with the following:

Pandemic Contractual Performance

- 8.1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
- a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
- 8.2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
- a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 8.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

Juvenile Probation

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2012

Intergovernmental Agreement for Title Funding FY2012 - Juvenile Detention Education

Submitted By: Tracey Rocco, Juvenile Probation

Department: Juvenile Probation

Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature Required	# of ORIGINALS Submitted for Signature:	3
NAME of PRESENTER:	Delcy G. Scull	TITLE of PRESENTER:	Director
Mandated Function?:	Federal or State Mandate	Source of Mandate or Basis for Support?:	NCLB Act of 2001

Docket Number (If applicable):

Information
Agenda Item Text:

Approve the Intergovernmental Agreement among the Arizona Supreme Court, County School Superintendent and Cochise County Superior Court for title funding to provide education programs to juvenile detainees in the classrooms at Juvenile Detention School effective as of the date of execution of the agreement by all parties through September 30, 2013.

Background:

Annual federal funding that includes but is not limited to "No Child Left Behind" and is awarded by the Arizona Dept of Education for distribution by the Arizona Supreme Court-Administrative Office of the Courts (AOC). This IGA for title funding is for FY2012 for the juvenile detention education programs.

Total funding available is: \$123,779.06 including carry-forward funds from FY2011 (see Fiscal Impact tab for additional detail).

Department's Next Steps (if approved):

Juvenile Court Services will return the approved IGA to the Arizona Supreme Court-Administrative Office of the Courts for signature. Juvenile Court Services will return an original signed document to the BOS office once all signatures are completed.

Impact of NOT Approving/Alternatives:

If not approved, the FY2012 funding will not be provided. Total funding available is: \$123,779.06 including carry-forward funds from FY2011.

To BOS Staff: Document Disposition/Follow-Up:

Upon Chairman Searle's BLUE INK signature on three original pages, please call Tracey Rocco 432-7523 for pick-up of three original signed pages. Please do not send through the inter-office mail.

Fiscal Impact

Fiscal Year:	2012
---------------------	------

One-time Fixed Costs? (\$\$\$): 0
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$): 0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?: Az Dept of Education

Fiscal Impact & Funding Sources (if known):

Current budget as stated for FY2012 in New World Financial System is an estimate. Upon BOS approval, the budget for Title fund 551-1200 will be amended to match this award of \$84,475.00 and the carry-forward balance from June 30, 2011 of \$39,304.06 for a total of \$123,779.06 awarded for FY2012.

Attachments

Title Fund IGA FY2012

Attorney General Approval

**INTERGOVERNMENTAL AGREEMENT AMONG
THE ARIZONA SUPREME COURT,
THE COCHISE COUNTY SCHOOL SUPERINTENDENT AND
THE COCHISE COUNTY SUPERIOR COURT**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA", among the Arizona Supreme Court through the Administrative Office of the Courts, hereinafter referred to as "AOC", the Cochise County Board of Supervisors, hereinafter referred to as "Board", the Cochise County School Superintendent, hereinafter referred to as "Superintendent", and the Cochise County Superior Court through the Juvenile Court, hereinafter referred to as "Court", subject to the following terms and conditions:

1. Recitals

The AOC, on behalf of the Superior Courts for all counties in Arizona and the superintendents of schools for each county, applied for and received \$1,306,718.55 as a sub-grant from the Arizona Department of Education (ADE) pursuant to PL 107-110, No Child Left Behind Act of 2001 (NCLB), 20 USCA Ch. 70, Subch. I, Improving the Academic Achievement of the Disadvantaged, 20 USCA Ch. 70, Subch. I, § 6301 et. seq. and 34 CFR 76, as applicable. The specific sections of 20 USCA Ch. 70, Subch. I include Part D- Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent or At-Risk (20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq.). Additional sources of funding include: 20 USCA Ch. 70, Subch. II, Part A (Teacher and Principal Training and Recruiting Fund); Part B IDEA Basic; P.L. 108-446, 20 USCA, Sections 1400-1409, 1411-1419, 1431-1444, 1450-1455, 1461-1466, 1470-1475 and 1481-1482, Special Education Secure Care Grant, and other associated funds.

2. Purpose

The purpose of the IGA is to define the responsibilities of the parties in the development of education programs and the use of funds in the amount of \$ 84,475 which represents a portion of the funds sub-granted to the AOC and is set forth in the attached Exhibits A-1 and A-2.

3. Authority

The AOC and the Court have the authority to enter into this IGA pursuant to Article VI, section 3, of the Arizona Constitution, A.R.S. §§ 11-952, 8-371 (as applicable), and § 15-913. The Superintendent has the authority to enter into this IGA pursuant to A.R.S. §§ 15-302, 15-308 (as applicable), 15-913, 15-342, (as applicable), and § 11-952. The Board has the authority to enter into this IGA pursuant to § 11-952.

4. Term and Renewal

This IGA shall become effective on the date of final signature, and shall terminate on September 30, 2013.

5. Duties of the AOC

The AOC shall:

- a. Provide technical assistance regarding Title I and associated other funds, including its purpose, appropriate use of funds, reporting requirements and the development of appropriate Title I and associated fund programs
- b. Provide Cochise County \$84,475 to the Superintendent to be spent as outlined in Exhibit A-1 and A-2.
- c. Provide administrative support services for the application, budget and reporting to the Arizona Department of Education for the sub-grant which was obtained on behalf of the parties.
- d. Provide administrative support for the preparation of the application to the Department of Education for a new sub-grant for funds to be applied for on behalf of the parties for fiscal years 2011/2012 and 2012/2013, respectively.
- e. Provide training, education and support for detention educators regarding appropriate education remediation.
- f. Review contracts with third parties relating to this IGA and school operations, as necessary to carry out obligations as the fiscal pass-through agent. Maintain documentation of contracts at the AOC and the Superintendent's office.
- g. Make financial distributions as approved by the Arizona Department of Education (ADE) to the Superintendent within 10 business days after all of the following conditions have been met:
 - 1. receipt of funds from the ADE,
 - 2. a current original executed IGA or Amendment,

6. Duties of the Court

The Court shall:

- a. Pursuant to A.R.S. § 15-913, the Court shall work in cooperation with the Superintendent and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the court's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Court shall:
 - 1. Work in cooperation with the Superintendent to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval

by the United States Department of Education (USDOE) on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.

2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Carry out the duties of the court in a manner that assists and supports the Superintendent's duties as enumerated in section 7 of this IGA.
 - c. Work in cooperation with the superintendent to provide a minimum of 225 total instructional days in the juvenile detention center.
 - d. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation.
 - e. Should the Court and Superintendent agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

7. Duties of the Superintendent

The Superintendent shall:

- a. Pursuant to A.R.S. § 15-913, the Superintendent shall work in cooperation with the Court and shall agree on the method of delivery of the juvenile detention center education program. Pursuant to the superintendent's statutory obligation to agree on the method of delivery of juvenile detention education programs, the Superintendent shall:
 1. Work in cooperation with the Court to develop and deliver programs which are in accordance with the Arizona Consolidated State Application which received approval by the USDOE on June 10, 2003, the State Plan (20 USCA Ch. 70, Subch. I, § 6311) and the Title Funds Budget Application, attached as Exhibit A-1.
 2. Comply with any applicable requirements of No Child Left Behind Act of 2001 (NCLB) P L 107-110, 20 USCA Ch. 70, Subch. I, § 6301 et. seq.; 20 USCA Ch. 70, Subch. I, Part D, § 6421 et. seq. and applicable CFRs, Titles II-A; Part B IDEA Basic, Special Education Secure Care Grant, and other associated funds.
- b. Work with the Court and the AOC in the preparation of the application for NCLB and associated funds for fiscal years 2011/2012 and 2012/2013, respectively.
- c. Work with the Court to implement eligible program activities and maintain adequate documentation to fulfill all statutory program requirements.

- d. Implement appropriate supplemental instructional activities in keeping with the intent and purpose of Title I (as described in PL 107-110 “No Child Left Behind Act of 2001” as amended and CFR) and shall provide program reports as requested to the AOC and the Court.
- e. Spend Title I funds for salaries which reflect at least 12%, but no more than 35%, in benefits.
- f. Follow requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, and published in a manual by the Arizona Department of Education and the Auditor General.
- g. Work in cooperation with the Court to ensure that the total instructional days in juvenile detention centers shall have a minimum threshold of 225 days.
- h. Maintain a comprehensive inventory of all capital equipment purchased and file an annual financial report with the AOC using the forms supplied by the AOC, which include the "Capital Outlay" worksheet.
- i. Maintain and provide to the AOC upon request job descriptions, certification information, annual teacher assessments, salary schedules, and documented performance initiatives, if applicable.
- j. Ensure that the funds are not used to supplant already existing funds that would, in the absence of Title I and all related funds, be available from non-federal sources for the education of these juveniles.
- k. Work with the Court to provide services to students in secure care settings that:
 - 1. provide for an academic assessment and survey of educational status while in the detention education program,
 - 2. attempt to coordinate the program with each pupil’s school district of residence to assist the pupil’s transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913 this includes assisting pupils to re-enter or re-enroll into a public school after leaving the detention education program,
 - 3. ensure students successfully complete assigned work while in the detention facility,
 - 4. ensure transfer credits for work completed while in the detention facility,
 - 5. assist students to transition to public and/or alternative education placements, including assisting the pupil’s transition back to the school district at the appropriate time pursuant to A.R.S. § 15-913.
- l. Complete an annual program evaluation report on forms supplied by the AOC and submit to the AOC by August 31st of each fiscal year, and include it in the final report required in paragraph 9.

- m. Document the results of an assessment of basic academic skills for each student and summarize the results, and include it in the final reports required in paragraph 9.
- n. Ensure that funds are spent in accordance with all state and federal Title I and associated funds rules and regulations.
- o. Ensure that funds are spent in accordance with Exhibit A-1 and A-2.
- p. Ensure that funds are spent and programs are developed which are in accordance with the Arizona Consolidated State Application approved by the USDOE on June 10, 2003.
- q. Provide program reports, as requested, and maintain adequate documentation for purposes of fiscal audit, monitoring and program evaluation and shall adhere, in particular, to assurances given pursuant to Title II-A.
- r. Retain contracts with third parties relating to this IGA and school operations. Documentation of contracts shall be maintained at the Superintendent's office and will be provided as requested. Adequate documentation will be maintained for audit and monitoring purposes.
- s. Should the Superintendent and the Court agree that the Court rather than the Superintendent perform these duties; a written agreement shall record such intent and operations. Such an agreement shall be presented by the Court to the AOC for review and approval as the pass-through fiscal agent for funds associated with this IGA, prior to the execution of the IGA.

8. Fund Accounting

Funds distributed to the Superintendent shall be deposited in a Special Reserve Fund *and each program must be accounted for separately*. Any interest earned on these monies while in the possession of the Superintendent shall accrue to *each separate program account* and must be reverted to the AOC when the Fiscal Closing Report is submitted in accordance with Exhibit A and the terms of this IGA.

9. Expenditures

- a. **Reporting Requirements.** A closing report is required. The Superintendent shall submit a final report no later than August 31st of each fiscal year. The final report shall include a closing financial statement, a final report outlining program achievements (progress toward goals identified) and a check/warrant for any unexpended funds and interest as requested.
- b. **Unexpended Funds.** The Superintendent may carry over no more than 15% for Title I funds unencumbered and unexpended as of June 30th of each fiscal year, upon request of AOC, and if approved by the ADE. However, if the AOC determines that the funds have been misspent or that the Superintendent shall not be approved to receive funds for the next fiscal cycle, or the AOC shall not receive funds from the ADE for the next fiscal cycle, all unexpended funds and interest shall be returned within 30 days of written notification. A closing financial statement shall be signed

by the Superintendent and Director of Juvenile Court Services. Unexpended funds shall be handled pursuant to federal and state requirements.

- c. **Inappropriate Expenditures.** The Superintendent shall expend funds only for the purposes and uses specified in the budgets which were approved by the AOC. The Superintendent agrees to reimburse the AOC for any unauthorized or inappropriate expenditures which are not in compliance with this IGA. Funds may be used to pay county or city administrative costs for legitimate services associated with receipt of these funds to not exceed a combination of 8%, if approved in the budget, attached as Exhibit A-1. All equipment purchased with these funds shall be used solely for purposes identified in this IGA unless written permission is received from the AOC to utilize such equipment for other specified purposes, as appropriate within the guidelines and intent of the funds as defined in this agreement.
- d. **Budget Modifications.** The Superintendent shall not shift funds from, to, or within budgeted categories of the approved budgets by more than 10% without prior written authorization from the AOC. All budget modifications shall be in accordance with federal and state budget policies.
- e. **Termination of Funding.** In the event that this IGA is terminated prior to September 30, 2013 all unexpended funds in the possession of the Superintendent shall be returned to the AOC within 30 days of such termination, along with, but not limited to: (1) a closing financial statement; (2) a final report outlining the program achievements and progress toward identified goals; and (3) an inventory, including serial numbers, of all equipment purchased with these funds. If termination is due to failure of the Superintendent to comply with the approved plan or the terms of this IGA, the AOC may require return of equipment and supplies purchased with these funds.

10. Books and Records

- a. **Financial Records and Examination.** The Superintendent shall maintain and shall require its subcontractors to maintain acceptable accounting systems, records, and documents to properly reflect all funds expended in the performance of this IGA. All books, records and other documents relevant to this IGA shall be retained by the Superintendent and subcontractors for a period of 5 years after the final payment has been made, or until after the resolution of any audit questions or contract disputes, whichever is longer. AOC, state, or federal auditors, as applicable, and any other persons duly authorized by the AOC shall have full access to, and the right to examine, audit, copy and make use of any and all said materials. All subcontracts shall include a provision acknowledging the authority of the AOC to conduct such audits or examinations.
- b. **Program Records and Evaluation.** The AOC shall monitor and evaluate compliance with this IGA. The Superintendent and Court agree to maintain and provide to the AOC such data and statistics as may be required by the AOC for purposes of evaluation. The Superintendent and Court further agree that authorized agents of the AOC shall have the right to conduct on-site visits for purposes of compliance monitoring and program evaluation. All subcontracts shall include a

provision acknowledging the authority of the AOC to conduct such inspections and evaluations.

11. Inventory

The Superintendent shall retain ownership of equipment purchased with funds received pursuant to and in compliance with this IGA, and shall maintain written inventory and property control policies and procedures in accordance with applicable federal requirements and requirements of USFR.

12. Use, Loss and Disposition of Equipment

Equipment must be used as required by this IGA for five years, unless written permission is given by the AOC. After this time, the equipment may be transferred upon agreement between the presiding judge and the Superintendent. The Superintendent is responsible for any maintenance, loss or damage to the equipment. Equipment which is no longer needed or usable shall be surplus as required by local surplus property procedures and may be utilized as long as the procedures are consistent with federal and state requirements.

Property purchased from funds disbursed pursuant to this IGA shall belong to the Superintendent upon the termination or cancellation of the IGA or upon its expiration without further renewal, but shall remain at the detention center as long as the property is being used in a manner similar and consistent with its original intent.

13. Confidentiality

- a. There shall be no disclosure of personally identifiable information from any student's education records except in compliance with A.R.S. § 15-141, the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act, the Individuals with Disabilities Education Act (IDEA) and regulations adopted thereunder, and applicable school board policies.
- b. The parties shall establish and maintain procedures and controls that are acceptable to the AOC for the purpose of assuring that no information contained in court records or obtained for the Court shall be disclosed by anyone except as is necessary in the performance of the duties as described herein. No information pertaining to juveniles shall be divulged, other than as required in the performance of the duties as described herein.
- c. The provision and use of all information covered by the terms of this Agreement shall be in strict compliance with federal and state statutes, court rules and regulations concerning confidentiality, in particular, Rule 19, Rules of Procedure Juvenile Court, and Rule 123, Rules of the Supreme Court. The parties shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the IGA shall be used or disclosed by it, its agents, officers, or employees, except as is necessary in the performance of duties under this IGA. Persons requesting such information shall be referred to the Court. The parties also agree that any information pertaining to probationers or juveniles shall not be divulged, other than to employees or officers of

Contractor as required of the performance of duties under the Contract, except upon the prior, written consent of the Court.

14. Modification and Termination

- a. This IGA may be terminated for any reason by any party upon thirty (30) days written notice to all parties. Notice of termination must be in writing and delivered personally to the designated representative or sent by certified mail.
- b. Any modification to this IGA must be done in writing and executed by all parties, including transfer of funds to another county.

15. Indemnity

Each party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts or omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this IGA.

16. Rights and Duties of Party Only

The provisions of this IGA govern the duties and responsibilities of the parties to the IGA and are not intended to confer any right, entitlement, privilege or benefit on any third party.

17. Entire IGA

This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made only in writing and signed by the parties to this IGA.

18. Incorporation by Reference and Invalidity of Part of the IGA

The parties agree that should any part of this IGA be held to be invalid or void, the remainder of the IGA shall remain in full force and effect. This IGA shall be deemed to have incorporated by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order and shall be construed accordingly.

19. Compliance with Non-Discrimination Laws

All parties shall comply with applicable provisions of Title VII of the Civil Rights Act of 1964, as amended by the Age Discrimination in Employment Act, and State Executive Order No. 2009-9 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities. The parties shall also comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement of qualified persons because of physical or mental disability, and the Americans with Disabilities Act.

20. Conflict of Interest

The parties acknowledge that this IGA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part thereof.

21. Legal Authority

Neither party warrants to the other its legal authority to enter into this Agreement. If a court, at the request of a third person, should declare that either party lacks authority to enter in this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

22. Worker's Compensation

Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

23. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the employees of one Party to another Party. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

24. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

25. Availability of Funds

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

26. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401.

- a. Each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”). If this compliance requirement disqualifies any of the parties’ key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Court may terminate this contract.
- b. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- c. The Court retains the legal right to audit and inspect the papers of any of the parties’ employees or subcontractor’s employees who work on the contract to ensure that the parties’ personnel and any person working at the direction of any party is complying with the warranty under subparagraph A.

27. Scrutinized Business Operations.

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term “scrutinized business operations” shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that any of the parties submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

28. Audits.

Pursuant to A.R.S. §§ 35-214 and 35-215, the parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request of either party, the other party shall produce the original of any or all such records at the offices of the requesting party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

29. Notice

All notices, requests for payment, or other correspondence between the parties regarding this IGA shall be mailed or delivered personally to the respective parties to the following addresses:

AOC:

Teasie Colla
Arizona Supreme Court
Juvenile Justice Services Division
1501 West Washington, Suite 337
Phoenix, AZ 85007

COURT:

Delcy Scull
Director of Juvenile Court Services
Cochise County Juvenile Court
PO Box 4219
Bisbee, Arizona 85603

SUPERINTENDENT:

Trudy Berry
Cochise County Superintendent of Schools
100 Clawson Avenue
Bisbee, Arizona 85603

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court
Date _____

Superior Court of Arizona in and for Cochise County:

By: Honorable Donna M. Beumler
Presiding Juvenile Court Judge
Date _____

Superintendent:
DO NOT SIGN THIS COPY

By: Trudy Berry, Cochise County School
Date _____

Board of Supervisors:
DO NOT SIGN THIS COPY

By: Chairman, Richard Searle
Date _____

Superintendent's Counsel:

Not Applicable

By: _____
Date _____

Board of Supervisors Counsel:
DO NOT SIGN THIS COPY

By: _____
Date _____

Cochise



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR11-0109 which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 12th Day of December, 20 11

THOMAS C. HORNE
The Attorney General


Assistant Attorney General