

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, May 8, 2012 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CALL TO THE PUBLIC

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of April 24, 2012.
2. Ratify Proclamation for Cochise County Arizona Centennial Committee, presented on April 24, 2012.
3. Approve the revised Cochise County Organization Chart.
4. Ratify Proclamation for Law Day in Cochise County, presented on May 1, 2012.
5. Approve a Proclamation to declare June 7, 2012 as GED Recognition Day.

County Attorney

6. Approve the proposed settlement of the Tax Appeal in Dena Bloom v. Cochise County, ST2011-000161 (Assessor parcel No. 401-66-016), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.
7. Approve the proposed settlement of the Tax Appeal in Century L.L.C. v. Cochise County, ST2011-000545 (Assessor parcel No. 103-62-169), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Finance

8. Approve demands and budget amendments for operating transfers.

Health & Social Services

9. Accept donation of exercise equipment from Gayland and Sandy Davis to Cochise County for use by the Health and Social Services department.

Information Technologies

10. Approve the Arizona Department of Homeland Security Grant (77404-05) to Cochise County Sheriff's Office in the amount of \$59,800 to fill in the repeaters expansion project for the Northern area of the County (Cascabel) for the grant period of April 1, 2012 through March 31, 2013.

ACTION

Board of Supervisors

11. Approve over-the-counter sales of tax deed properties remaining unsold following the March 1, 2012 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached Exhibit A, plus related administrative fees.
12. Discussion and possible direction from the Board regarding potential ban on fireworks and open fires in unincorporated areas of the County.

Community Development

13. [ITEM TABLED FROM APRIL 10, 2012 MEETING]: Adopt Resolution 12-11 to abandon the Bachmann Springs Phase One Final Subdivision Plat, the Assurance Agreement, and the Final Plan.

County Sheriff

14. Approve the nominal use of county resources for the Sheriff's Office to conduct a Teen Driver Program in county schools through Fiscal Year 2013.

Court Administration

15. Adopt Resolution 12-13 modifying Resolution 08-24, Exhibit 1, Section 5.2 to revise the procedures for approval and use of the Justice Court Enhancement Fund.

Health & Social Services

16. Approve IGA number ADHS 12-020641 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$45,000 for the term 4/16/12 through 4/30/13.

STATE & FEDERAL LEGISLATION

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

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

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

Cochise County - 1415 Melody Lane, Building G - Bisbee, Arizona 85603
(520) 432-9200 - Fax (520) 432-5016 - Email: board@cochise.az.gov
www.cochise.az.gov

"PUBLIC PROGRAMS, PERSONAL SERVICE"

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

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 April 24, 2012.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Attachments

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR BOARD MEETING HELD ON
TUESDAY, APRIL 24, 2012**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, April 24, 2012 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; David Fifer, Deputy County Attorney; and Katie Howard, Clerk of the Board.

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL – All three supervisors present

CALL TO THE PUBLIC

Chairman Searle opened the Call to the Public.

Mr. Michael Trujillo addressed the Board representing thirteen property owners on Calle Del Naranja and cited concerns about the resident's health and welfare due to ingress/egress issues from the windmill commercial business. He read twelve points of concern and three possible solutions to the problem; that list was given to the Clerk of the Board as requested by Vice-Chairman Call.

Chairman Searle suspended the Call to the Public until later in the meeting.

CONSENT

Board of Supervisors

1. Approve an application for a permanent Extension of Premises liquor license submitted by Ms. Crystal Belle Miller for Western Junction Bar & Grill located on 5838 W. Double Adobe Road in McNeal.
2. Approve the Minutes of the regular meeting of the Board of April 10, 2012.

Community Development

3. Approve the appointment of Ms. Carmen Miller to the Planning and Zoning Commission, representing District 3, for a four-year term ending December 31, 2015.
4. Adopt Zoning Ordinance 12-06, conditionally approving Docket Z-12-04, a request to rezone five acres from RU-4 to Heavy Industry, pursuant to the application of Daniel Doberstein.

Facilities

5. Approve correction of funding source (from ADOT to Half-Cent Sales Tax) and approve County match, in the amount \$53,883, for the Joint Project Agreement previously approved by the Board on March 27, 2012.

Finance

6. Approve demands and budget amendments for operating transfers.

Warrant No. 57614-57622, 57629-57821, 57849-57878, and 57883-58026 were issued in the amount of \$1,603,187.82.

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

under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published.

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

Health

7. Approve second amendment of IGA# ADHS12-007884, Bioterrorism Preparedness Grant for Emergency Preparedness Program to increase the amount by \$43,575 for the period of August 31, 2011 and ending June 30, 2013, to a total of \$245,171.61.

Housing Authority

8. Ratify the signature of Chairman Searle on HUD-2991 Certification of Consistency with the Consolidated Plan, signed April 10, 2012.

Workforce Development

9. Approve Amendment #6 to Title IB Adult, Youth, and Dislocated Worker Contract DE111004001 between Cochise County and the Arizona Department of Economic Security for the Workforce Investment Act (WIA) Service Delivery Area from April 1, 2010 to August 31, 2015.

Vice-Chairman Call made a motion to approve items 1-9 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

PUBLIC HEARINGS

Community Development

10. Adopt Zoning Ordinance 12-07 approving Docket Z-12-03, conditionally amending the Zoning District classification for Parcel 202-26-006A from R-36 (Residential, minimum lot size 36,000 square feet) to RU-2 (Rural, minimum lot size two-acres), with the three conditions recommended in the staff memorandum as well as the waivers and modifications.

Ms. Beverly Wilson, Senior Planner, presented the item using a PowerPoint presentation (available on the County's website). Ms. Wilson recounted the history of the site, showed a location map and site photos and recapped the three modifications requested by applicant. She reviewed the factors in favor of and against approval, explaining that the applicant received one letter and seven signatures of support, with no protests filed. She said staff is recommending that the Zoning Ordinance be adopted with the three recommended conditions by staff, which she reviewed.

Mr. Marshall Miles, applicant, indicated that all conditions will be met and everything will be done according to fire code.

Chairman Searle opened the public hearing. No one wished to address the Board and Chairman Searle closed the public hearing.

Supervisor English made a motion to Adopt Zoning Ordinance 12-07 approving Docket Z-12-03, conditionally amending the Zoning District classification for Parcel 202-26-006A from R-36 (Residential, minimum lot size 36,000 square feet) to RU-2 (Rural, minimum lot size two-acres), with the three conditions recommended in the staff memorandum as well as the waivers and modifications. Vice-Chairman Call seconded the motion.

Chairman Searle stated that the business has been there for 10 years and there have been no complaints. He then called for the vote and it carried 3-0.

11. [TABLED ITEM, FROM 4.10.2012 MEETING] Adopt Resolution 12-10 authorizing the abandonment of a portion of Cactus Lane public right-of-way south of Sierra Vista.

Vice-Chairman Call made a motion to remove this item from the item. Supervisor English seconded the motion and it carried unanimously.

Mr. Carlos De La Torre, Director presented this item using a PowerPoint presentation (available on the County's website). Mr. De La Torre explained that this item was a proposal for an abandonment to allow the old Ricardo's Restaurant which is being reconstructed after the fire destroyed it; the abandonment is necessary because of the requirements for placement of the septic tank. Mr. Aguirre requested that he have an opportunity to address the

Board regarding the cost of the right-of-way. The Planning and Zoning Department looked at the assessed value of land in the area and it is basically \$6 per square foot, resulting in an appraised value of \$1300 plus, but because the parcel is fragmented the value was reduced by approximately one-half. Mr. Aguirre is not in audience today to address the Board. Mr. De La Torre said staff is recommending approval of the abandonment.

Vice-Chairman Call said he spoke with the applicant after the Board's last meeting. The applicant was under the impression he had an opportunity to reduce the price further but he is in agreement with the assessed value and decided it was not necessary to address the Board today.

Chairman Searle opened the public hearing.

Mr. John Fritz addressed the Board, saying he owns property just south of the restaurant and was concerned about the utility company's access to run utility lines in the area being considered for abandonment and asked why he was not notified about the abandonment.

Mr. De La Torre stated that all pre-existing utilities will be protected and utilities restored and the septic will not interfere with any of the work to be done.

Mr. Fritz also asked regarding the requirements for paved parking on Cactus Lane for the restaurant.

Mr. De La Torre stated he would be working with Mr. Aguirre to ensure there is adequate parking.

Chairman Searle cautioned that this discussion is not the subject of today's agenda item.

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

Vice-Chairman Call asked Mr. De La Torre to address the question Mr. Fritz raised about notification of property owners.

Mr. Terry Couchenour, Highways and Floodplain Right-Of-Way Agent, said immediate adjacent property owners were notified by letter about the abandonment prior to the first Board meeting and explained that since Mr. Fritz was outside of abandonment area, he would not have received a notification.

Supervisor English made a motion to adopt Resolution 12-10 authorizing the abandonment of a portion of Cactus Lane public right-of-way south of Sierra Vista. Vice-Chairman Call seconded the motion.

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

ACTION

Community Development

12. Adopt Resolution 12-12 approving Docket S-07-06, a Substitute Assurance Agreement for the Morning Star Airpark Subdivision with First American Title Insurance Company as trustee under trust number 9307, and extending the deadline to complete improvements to April 24, 2017.

Ms. Beverly Wilson, Senior Planner, presented the item using a PowerPoint presentation (available on the County's website). Ms. Wilson reviewed details about the Morning Star Airpark Conservation Subdivision; showed location map and concept plan; displayed photos and reviewed the staff's recommendation to approve. She reviewed the standard for waiving a sub-division requirement.

Mr. Curry, applicant, addressed the Board on this item saying that he purchased this land to farm and if the economy turns around, would like to develop it into an airpark which would be good for the local economy. He suggested the Board could extend the deadline to ten years, rather than five and added that the well is the only thing that has been established, to-date.

The Board discussed the time period extension for the assurance agreement and agreed to approve the extension for five years only as stated in the following motion.

Vice-Chairman Call made a motion to adopt Resolution 12-12 approving Docket S-07-06, a Substitute Assurance Agreement for the Morning Star Airpark Subdivision with First American Title Insurance Company as trustee under

trust number 9307, and extending the deadline to complete improvements to April 24, 2017. Supervisor English seconded the motion.

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

Facilities

13. Approve Change Order Requests 26, 42, 44, 47, 48, 49, 50, 52, 55, 57, 58, 59, 60, 61, 62, 63, and 64 for Concord General Contracting in the amount of \$79,650.09 for the Douglas Government Center Construction Project.

Mr. Dave Seward, Procurement Director presented the item. Mr. Seward stated this item is for seventeen change orders that include some errors and omissions on the part of the architect and some that need to be changed by the City of Douglas.

Mr. Ortega said there are \$35,000 in architect errors and omissions and the City of Douglas will be responsible for some of the change orders but he did not want to delay the project. He added there still needs to be a discussion with the City of Douglas regarding liability insurance for the building.

Vice-Chairman Call asked if these change orders put us above the contingency reserve.

Mr. Ortega addressed by saying that they are expending contingency, but it is under the ten percent. He is hopeful that this is the extent of the change orders with a move-in date the middle of next week and a ribbon cutting ceremony in the first or second week of June.

Supervisor English made a motion to approve Change Order Requests 26, 42, 44, 47, 48, 49, 50, 52, 55, 57, 58, 59, 60, 61, 62, 63, and 64 for Concord General Contracting in the amount of \$79,650.09 for the Douglas Government Center Construction Project. Vice-Chairman Call seconded the motion.

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

Health

14. Approve inter-departmental transfer of \$120,000 from Cochise Health Systems contingency fund to Title 36 Mental Health Department.

Mr. Ortega presented this item. He said Title 36 normally expends approximately \$180,000 and the costs are not something the County can control. This year costs have been higher and he will not be recommending an increase in budget, but will come to the Board in the future if next year's costs run high again.

Vice-Chairman Call made a motion to approve inter-departmental transfer of \$120,000 from Cochise Health Systems contingency fund to Title 36 Mental Health Department. Supervisor English seconded the motion.

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

STATE & FEDERAL LEGISLATION

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

Supervisor English reported that the Governor vetoed the firearms bill which was a huge win for public agencies and commended the letter that the Governor wrote in issuing her veto. She discussed the status of other bills including the state's request to the federal government to return lands to the state; the elections bill regarding consolidated elections; the flood control bill, and others.

Mr. Ortega pointed out that SB1040, which Cochise County requested regarding the County Engineer making recommendations was amended at the last minute to allow property owners to object to the abandonment roadways and could cause delays in the process.

No action was taken on this agenda item.

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

Mr. Ortega had no report.

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

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1

Vice-Chairman Call reported that the BLM has sent a letter to the Arizona Department of Water Resources regarding small individual well owners, and he will keep the Board informed about that and other future water issues affecting the County.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2

Supervisor English deferred her report.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3

Chairman Searle stated that the AZ /NM Coalition of Counties are working on their determination of whether they will weigh in on the Tombstone Forest Service issue.

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

Richard Searle, Chairman

ATTEST:

Katie Howard, Clerk of the Board

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

Cochise Co. Demands 4.24.12

57419	04/05/2012	Carondelet Heart & Vascular Institute	\$446.39	57495	04/05/2012	B & D Lumber & Hardware	\$1,120.62
57420	04/05/2012	Community Provider Enrichment Serv (CPES)	\$348.91	57496	04/05/2012	Baker & Taylor, Inc.	\$1,633.46
57421	04/05/2012	Kindred Nursing Centers West, LLC	\$79.14	57497	04/05/2012	Benson Unified School District	\$792.05
57422	04/05/2012	Northern Cochise Community Hospital, Inc.	\$476.34	57498	04/05/2012	Bisbee Unified School District #2	\$1,401.31
57423	04/05/2012	Sierra Vista Regional Health Center	\$500.39	57499	04/05/2012	Bisbee, City of (Ambulance)	\$974.97
57424	04/04/2012	Arizona Public Service (APS)	\$167.50	57500	04/05/2012	Cable One	\$299.85
57425	04/04/2012	Arizona Public Service (APS)	\$4,293.80	57501	04/05/2012	Campillo, Gustavo	\$200.00
57426	04/04/2012	Arizona Public Service (APS)	\$305.92	57502	04/05/2012	Canyon State Wireless Inc.	\$133.50
57427	04/04/2012	Arizona Public Service (APS)	\$1,753.07	57503	04/05/2012	Cardinal Health Inc.	\$304.10
57428	04/04/2012	Bella Vista Water Company-Liberty Water	\$1,195.86	57504	04/05/2012	CDW Government	\$2,128.09
57429	04/04/2012	CenturyLink	\$31.03	57505	04/05/2012	CEMEX Construction Materials South, LLC	\$626.53
57430	04/04/2012	CenturyLink	\$139.89	57506	04/05/2012	Center for Disease Detection, LLC	\$1,142.00
57431	04/04/2012	CenturyLink	\$60.60	57507	04/05/2012	CenturyLink	\$247.71
57432	04/04/2012	CenturyLink	\$61.12	57508	04/05/2012	CenturyLink	\$102.38
57433	04/04/2012	Douglas, City of	\$219.02	57509	04/05/2012	Certified Folder Display Services, Inc.	\$420.00
57434	04/04/2012	Douglas, City of	\$322.52	57510	04/05/2012	Cochise Elementary School District #26	\$182.78
57435	04/04/2012	Southwest Gas Corporation	\$126.90	57511	04/05/2012	Cochise Enterprises, LLC	\$5,167.20
57436	04/04/2012	Southwest Gas Corporation	\$1,399.81	57512	04/05/2012	Copper Queen Community Hospital	\$8,036.77
57437	04/04/2012	Sparkletts	\$68.50	57513	04/05/2012	Desert Hawk Publications, Inc.	\$1,200.00
57438	04/04/2012	Sparkletts	\$263.50	57514	04/05/2012	Double Adobe Elementary School	\$91.39
57439	04/04/2012	Sulphur Springs Valley Electric Coop, Inc.	\$247.79	57515	04/05/2012	Douglas Unified Schools	\$1,401.31
57440	04/04/2012	Sulphur Springs Valley Electric Coop, Inc.	\$197.15	57516	04/05/2012	Elfrida Elementary School District #12	\$121.85
57441	04/04/2012	Sulphur Springs Valley Electric Coop, Inc.	\$50.85	57517	04/05/2012	Ellis Towing LLC	\$257.00
57442	04/04/2012	Valley Security Service, Inc.	\$75.00	57518	04/05/2012	Emergency Room Associates	\$137.84
57443	04/04/2012	Verizon Wireless	\$658.57	57519	04/05/2012	Empire Southwest LLC	\$18,174.28
57444	04/04/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$199.98	57520	04/05/2012	ePoly Star, Inc.	\$1,685.00
57445	04/04/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$214.11	57521	04/05/2012	Federal Express Corporation	\$80.05
57446	04/04/2012	Willcox, City of	\$1,809.33	57522	04/05/2012	Fesler & Chapman P.C.	\$13,200.00
57447	04/04/2012	Willcox, City of	\$775.67	57523	04/05/2012	Frank Tadeo's Chevron Service	\$12.50
57448	04/04/2012	AOC Corrections Officer Retire	\$17,266.13	57524	04/05/2012	Gale Group	\$38.92
57449	04/04/2012	Arizona Department of Revenue	\$50.00	57525	04/05/2012	Geodesy	\$10,200.00
57450	04/04/2012	Burse & Associates, P.C.	\$253.24	57526	04/05/2012	Giles, Vanessa	\$100.00
57451	04/04/2012	Citibank (South Dakota), N.A.	\$20.88	57527	04/05/2012	Guinane, Christina Ann	\$168.00
57452	04/04/2012	CitiFinancial-Chandler	\$48.94	57528	04/05/2012	Hillyard Inc.	\$249.31
57453	04/04/2012	Colonial Supplemental Insurance	\$29.50	57529	04/05/2012	Honeman, Van G. RDR	\$500.00
57454	04/04/2012	Correction Officers	\$250.53	57530	04/05/2012	International Enzymes, Inc.	\$12,500.00
57455	04/04/2012	DCS	\$352.27	57531	04/05/2012	Kathy N. Bell, N.P.	\$1,800.00
57456	04/04/2012	DeConcini McDonald Yetwin	\$280.62	57532	04/05/2012	Keefe Supply Company	\$6,797.51
57457	04/04/2012	GMAC, c/o Jennifer A. Christie	\$73.09	57533	04/05/2012	Kuttner, Barbara L	\$14.56
57458	04/04/2012	JP Morgan Chase	\$38,212.81	57534	04/05/2012	LightSquared LP	\$246.84
57459	04/04/2012	JP Morgan Chase	\$940,263.64	57535	04/05/2012	Logicalis, Inc.	\$2,625.00
57460	04/04/2012	JP Morgan Chase	\$303,210.86	57536	04/05/2012	Long, Jerrod D. DDS	\$1,144.00
57461	04/04/2012	NACO West	\$25,151.98	57537	04/05/2012	Madrid, Isabel	\$190.00
57462	04/04/2012	National Bank	\$770.92	57538	04/05/2012	Madrid, Martha	\$133.87
57463	04/04/2012	NYS Child Support Processing Center	\$48.00	57539	04/05/2012	Mattson, Luanne	\$2,402.44
57464	04/04/2012	NYS Child Support Processing Center	\$543.96	57540	04/05/2012	McNeal Elementary School District #55	\$243.71
57465	04/04/2012	NYS Child Support Processing Center	\$4.99	57541	04/05/2012	Melinda Haun, R.N. CHPN	\$100.00
57466	04/04/2012	Opal Financial, LLC	\$211.97	57542	04/05/2012	Merle's Automotive Supply, Inc.	\$1,073.64
57467	04/04/2012	Pre-paid Legal Services, Inc. dba LegalShield	\$2,619.56	57543	04/05/2012	Monken, George	\$200.00
57468	04/04/2012	Public Safety Retirement Syst	\$199.58	57544	04/05/2012	Norment Security Group Inc.	\$336.25
57469	04/04/2012	Public Safety Retirement Syst	\$758.56	57545	04/05/2012	O'Rielly Chevrolet, Inc.	\$24,012.64
57470	04/04/2012	Seidberg Law Offices, P.C.	\$341.17	57546	04/05/2012	Office of Vital Records	\$526.48
57471	04/04/2012	Seidberg Law Offices, P.C.	\$319.93	57547	04/05/2012	Oil Price Information Services, LLC	\$258.00
57472	04/04/2012	Support Payment Clearinghouse	\$7,214.41	57548	04/05/2012	Palominas Public School District #49	\$60.93
57473	04/04/2012	TIAA-CREF as agent for JPMorgan Chase	\$2,265.00	57549	04/05/2012	Pearce Elementary School District #22-3	\$243.71
57474	04/04/2012	U.S. Department of Education	\$159.91	57550	04/05/2012	Pitney Bowes, Inc.	\$423.82
57475	04/04/2012	United States Treasury	\$100.00	57551	04/05/2012	Pro Petroleum, Inc.	\$124,931.79
57476	04/04/2012	United Way	\$95.00	57552	04/05/2012	Recorded Books, LLC	\$183.97
57477	04/05/2012	AA EAGLE TOWING	\$956.00	57553	04/05/2012	Reed, Cynthia - Court Reporter	\$750.00
57478	04/05/2012	Able Ribbon Technology, Inc.	\$179.42	57554	04/05/2012	Ricoh Production Print Solutions LLC - (RPPS)	\$3,071.53
57479	04/05/2012	ACE Hardware - Bisbee	\$200.49	57555	04/05/2012	RSC Equipment Rental, Inc.	\$4,086.60
57480	04/05/2012	Ambrose, Adam	\$225.00	57556	04/05/2012	RWC International, LTD	\$868.70
57481	04/05/2012	AmeriPride Linen and Apparel Service	\$215.20	57557	04/05/2012	Safeway Stores Inc	\$76.44
57482	04/05/2012	Arizona Department of Corrections - Douglas	\$22.50	57558	04/05/2012	Sierra Vista Public Schools District #68	\$60.93
57483	04/05/2012	Arizona Department of Corrections - Douglas	\$68.00	57559	04/05/2012	Sierra Vista Regional Health Center	\$166.81
57484	04/05/2012	Arizona Department of Corrections - Douglas	\$1,214.25	57560	04/05/2012	Simmons, Sylvia	\$330.00
57485	04/05/2012	Arizona Department of Corrections - Douglas	\$627.50	57561	04/05/2012	Sparkletts	\$31.50
57486	04/05/2012	Arizona Department of Corrections - Douglas	\$665.00	57562	04/05/2012	Sparkletts	\$65.00
57487	04/05/2012	Arizona Department of Corrections - Douglas	\$798.25	57563	04/05/2012	Sparkletts	\$18.00
57488	04/05/2012	Arizona Department of Corrections - Douglas	\$153.25	57564	04/05/2012	Sparkletts	\$40.50
57489	04/05/2012	Arizona Department of Corrections - Douglas	\$107.25	57565	04/05/2012	Sparkletts	\$18.00
57490	04/05/2012	Arizona Department of Corrections - Douglas	\$12.75	57566	04/05/2012	Speigner, Jefferson A.	\$606.15
57491	04/05/2012	Arizona Department of Revenue	\$1,597.96	57567	04/05/2012	St. David Unified School District #21	\$60.93
57492	04/05/2012	Arizona Smoke School, LLC	\$200.00	57568	04/05/2012	Stamback Septic Service	\$447.32
57493	04/05/2012	Arizona State Prison Complex - Fort Grant	\$155.00	57569	04/05/2012	Stantec Consulting Services, Inc.	\$1,393.00
57494	04/05/2012	Arizona State Prison Complex - Fort Grant	\$84.25	57570	04/05/2012	Stantec Consulting Services, Inc.	\$1,838.00

57571	04/05/2012	Stericycle Inc.	\$256.17	57648	04/11/2012	Valley Telephone Cooperative, Inc.	\$106.14
57572	04/05/2012	T A S C Inc	\$18.00	57649	04/11/2012	Verizon Wireless	\$205.32
57573	04/05/2012	Technical Resource Management, Inc.	\$1,262.80	57650	04/11/2012	West Press	\$12,590.82
57574	04/05/2012	Thompson Publishing Group	\$428.50	57651	04/11/2012	Willcox, City of	\$265.23
57575	04/05/2012	Thompson West - West Payment Center	\$105.00	57652	04/11/2012	Arizona Department of Transportation	\$53,883.00
57576	04/05/2012	Tombstone Unified School District #01	\$16,797.56	57653	04/12/2012	A Check America	\$186.25
57577	04/05/2012	U.S. Healthworks Medical Group of AZ, PC	\$318.00	57654	04/12/2012	AFLAC	\$11,174.72
57578	04/05/2012	UniFirst Corporation	\$627.10	57655	04/12/2012	AGE AZ General Engineering Contracting, Inc.	\$47,917.00
57579	04/05/2012	Union Distributing Company of Tucson	\$11,264.63	57656	04/12/2012	ALTA Land Survey, Inc.	\$745.00
57580	04/05/2012	United Pathology Inc.	\$15,000.00	57657	04/12/2012	American Jail Association	\$300.00
57581	04/05/2012	United States Department of the Interior	\$14,125.00	57658	04/12/2012	Andrew, Kathryn	\$250.00
57582	04/05/2012	United States Department of the Interior	\$3,750.00	57659	04/12/2012	Andrew, Kathryn	\$250.00
57583	04/05/2012	Valley Telephone Cooperative, Inc.	\$52.50	57660	04/12/2012	Aqua Life	\$45.00
57584	04/05/2012	Valley Telephone Cooperative, Inc.	\$737.19	57661	04/12/2012	Arizona Counties Insurance Pool	\$2,968.10
57585	04/05/2012	Verizon Wireless	\$252.07	57662	04/12/2012	Arizona Department of Education (ADE)	\$250.00
57586	04/05/2012	Verizon Wireless	\$121.23	57663	04/12/2012	Arizona Department of Public Safety	\$587.50
57587	04/05/2012	Verizon Wireless	\$22.81	57664	04/12/2012	Arizona Department of Revenue	\$109.47
57588	04/05/2012	Verizon Wireless	\$3,649.61	57665	04/12/2012	Arizona Department of Transportation	\$1,519.66
57589	04/05/2012	Verizon Wireless	\$151.02	57666	04/12/2012	Arizona Range News	\$92.28
57590	04/05/2012	VICaP	\$594.60	57667	04/12/2012	Arizona State Library	\$885.00
57591	04/05/2012	Willcox Unified School District #13	\$91.39	57668	04/12/2012	Arizona State Library	\$980.00
57592	04/05/2012	Williams, Nancy N.	\$52.64	57669	04/12/2012	Arizona State Treasurer	\$184,567.00
57593	04/05/2012	Wood, Amanda M.	\$200.00	57670	04/12/2012	August, Kimberly Ann	\$200.00
57594	04/05/2012	WR Ryan Company	\$1,002.92	57671	04/12/2012	Bahn, James C.	\$232.30
57595	04/05/2012	Yavapai College Library	\$14.00	57672	04/12/2012	Baker & Taylor, Inc.	\$1,007.46
57596	04/05/2012	Zumar Industries Inc	\$16,723.12	57673	04/12/2012	Bank of America	\$145,073.24
57597	04/05/2012	Bunnell, Dave	\$681.82	57674	04/12/2012	Bisbee Observer	\$106.11
57598	04/05/2012	Cleveland, Ricardo	\$572.78	57675	04/12/2012	Bisbee Observer	\$117.43
57599	04/05/2012	Cochise County Finance Revolving Fund	\$28.00	57676	04/12/2012	Bisbee Observer	\$20.93
57600	04/05/2012	English, Ann	\$797.90	57677	04/12/2012	Brown's Partsmaster, Inc.	\$3,270.83
57601	04/05/2012	Parker, Talmadge	\$700.00	57678	04/12/2012	Budget Towing	\$1,640.00
57602	04/05/2012	Ryan, Collett	\$84.03	57679	04/12/2012	Bug-Wiser Exterminating, Inc.	\$45.00
57603	04/05/2012	Sierra Vista Magistrate Court	\$125.00	57680	04/12/2012	Bug-Wiser Exterminating, Inc.	\$180.00
57604	04/05/2012	Skok-Lewis, Patricia A	\$595.00	57681	04/12/2012	Bug-Wiser Exterminating, Inc.	\$645.00
57605	04/05/2012	Wilson, Beverly Jean	\$160.00	57682	04/12/2012	Burk's Towing & Auto Repair LLC	\$610.00
57606	04/05/2012	Houston, Bruce	\$90.00	57683	04/12/2012	CEMEX Construction Materials South, LLC	\$2,182.77
57607	04/05/2012	Kovach, Shean	\$65.80	57684	04/12/2012	Center for Disease Detection, LLC	\$692.00
57608	04/05/2012	Larson, Joel A.	\$217.48	57685	04/12/2012	Center for Disease Detection, LLC	\$225.00
57609	04/05/2012	Phillower, Elizabeth C.	\$86.00	57686	04/12/2012	Central Alarm Inc	\$538.56
57610	04/05/2012	Troup, Benna	\$226.80	57687	04/12/2012	CenturyLink	\$30.15
57611	04/05/2012	Urcadez, Susana	\$156.55	57688	04/12/2012	CenturyLink	\$734.78
57612	04/05/2012	Welch, Catherine	\$156.24	57689	04/12/2012	CenturyLink	\$272.28
57613	04/05/2012	Wilson, Beverly Jean	\$34.00	57690	04/12/2012	CenturyLink	\$419.81
57614	04/12/2012	Agave Surgical Associates, PC	\$9.62	57691	04/12/2012	Christine Whitney Sanchez LLC	\$1,437.44
57615	04/12/2012	Associated Internists of Tucson	\$28.38	57692	04/12/2012	Cochise County Justice Court #3	\$20.00
57616	04/12/2012	Benson Hospital Corporation	\$210.27	57693	04/12/2012	Cochise Enterprises, LLC	\$8,560.00
57617	04/12/2012	Michael B. Bayless & Associates	\$20.29	57694	04/12/2012	Copper Queen Community Hospital	\$1,073.76
57618	04/12/2012	Northern Cochise Community Hospital, Inc.	\$105.85	57695	04/12/2012	Coronado Veterinary Hospital	\$170.00
57619	04/12/2012	RLC, LLC	\$50.65	57696	04/12/2012	Custodial Accounting for Allan R Rhodes	\$450.00
57620	04/12/2012	Sierra Vista Regional Health Center	\$405.64	57697	04/12/2012	Dell Marketing L.P.,	\$7,578.14
57621	04/12/2012	Tucson Medical Center	\$560.72	57698	04/12/2012	Demco Inc.	\$389.43
57622	04/10/2012	Colorado CustomWare, Inc.	\$68,503.00	57699	04/12/2012	Direct TV	\$23.00
57623	04/10/2012	Arizona Counties Insurance Pool	\$140,555.30	57700	04/12/2012	Douglas Police Department	\$3,106.35
57624	04/10/2012	Arizona Dept of Administration-Risk Mgmt	\$5,659.07	57701	04/12/2012	Douglas, City of	\$6,450.00
57625	04/10/2012	Correction Officers	\$12,534.41	57702	04/12/2012	Einstoss, Alan	\$115.00
57626	04/10/2012	JP Morgan Chase	\$213,396.86	57703	04/12/2012	Elkins, Martha R	\$260.00
57627	04/10/2012	Public Safety Retirement Syst	\$16,975.77	57704	04/12/2012	Esplin, Phillip W. PC	\$2,600.00
57628	04/10/2012	Public Safety Retirement Syst	\$58,248.02	57705	04/12/2012	Figueroa, Jeffrey Anthony	\$119.84
57629	04/11/2012	Arizona Water Company	\$1,361.32	57706	04/12/2012	Galvez, Juan	\$150.00
57630	04/11/2012	Benson, City of	\$40.34	57707	04/12/2012	Granite Construction Company	\$15,039.98
57631	04/11/2012	Bisbee, City of	\$7,346.95	57708	04/12/2012	Graves, Brigitte	\$150.00
57632	04/11/2012	Bowie Water Improvement District	\$39.79	57709	04/12/2012	Hall Signs, Inc.	\$2,178.94
57633	04/11/2012	Bowie Water Improvement District	\$79.58	57710	04/12/2012	HealthCare Systems Development	\$12,000.00
57634	04/11/2012	CenturyLink	\$73.94	57711	04/12/2012	Hobart Service ITW Food Equip Group, LLC	\$161.00
57635	04/11/2012	CenturyLink	\$92.67	57712	04/12/2012	Holcombe, Susan	\$345.00
57636	04/11/2012	CenturyLink	\$92.64	57713	04/12/2012	Honeman, Van G. RDR	\$250.00
57637	04/11/2012	CenturyLink	\$5,035.47	57714	04/12/2012	HP Iron, Inc. dba Hitchin Post Iron	\$1,424.92
57638	04/11/2012	CenturyLink	\$6,219.44	57715	04/12/2012	Instrument Development Corporation	\$103.65
57639	04/11/2012	Clear Springs Utility, Inc.	\$47.12	57716	04/12/2012	JE Fuller/Hydrology & Geomorphology, Inc.	\$22,786.90
57640	04/11/2012	Culligan of Tucson	\$109.07	57717	04/12/2012	Kennedy Partners, LLC	\$2,816.00
57641	04/11/2012	Douglas, City of	\$81.24	57718	04/12/2012	Kone Inc.	\$423.13
57642	04/11/2012	Elfrida Water Improvement	\$28.10	57719	04/12/2012	Language Line Services, Inc.	\$51.75
57643	04/11/2012	Federal Express Corporation	\$26.10	57720	04/12/2012	Legal Transcription Services Plus, Inc.	\$269.50
57644	04/11/2012	Southwest Disposal LC	\$68.37	57721	04/12/2012	Lorenz, Nellie	\$85.19
57645	04/11/2012	Southwest Gas Corporation	\$971.77	57722	04/12/2012	Maddux & Sons Inc	\$1,465.38
57646	04/11/2012	Sulphur Springs Valley Electric Coop, Inc.	\$106.14	57723	04/12/2012	Maddux & Sons Inc	\$53,970.77
57647	04/11/2012	Sulphur Springs Valley Electric Coop, Inc.	\$288.07	57724	04/12/2012	Melinda Haun, R.N. CHPN	\$100.00

57725	04/12/2012	Merle's Automotive Supply, Inc.	\$510.14	57802	04/12/2012	Lueck, Elizabeth	\$57.68
57726	04/12/2012	Morris, Patricia	\$150.00	57803	04/12/2012	Mackey, Deborah	\$44.00
57727	04/12/2012	OCLC Online Computer Library Center, Inc.	\$386.49	57804	04/12/2012	Manzanares, Marina J.	\$44.00
57728	04/12/2012	OCLC Online Computer Library Center, Inc.	\$293.95	57805	04/12/2012	McCleave, Keturah	\$81.20
57729	04/12/2012	Panayiotis A. Ellinas, MD MPH	\$100.00	57806	04/12/2012	Munoz, Ana Angelica	\$355.88
57730	04/12/2012	Panayiotis A. Ellinas, MD MPH	\$525.00	57807	04/12/2012	Oertel, Brian	\$51.00
57731	04/12/2012	Patel Medical Clinic, PLLC	\$6.00	57808	04/12/2012	Oertel, Brian	\$63.28
57732	04/12/2012	Patel Medical Clinic, PLLC	\$110.00	57809	04/12/2012	Porter, Radi Ann	\$250.88
57733	04/12/2012	Porta-Pot	\$829.50	57810	04/12/2012	Rivera, Christina G.	\$81.00
57734	04/12/2012	Potters Industries, Inc.	\$14,325.70	57811	04/12/2012	Shevock, Katherine	\$160.56
57735	04/12/2012	Pro Petroleum, Inc.	\$19,966.99	57812	04/12/2012	Shreve, Virginia	\$158.88
57736	04/12/2012	Public Risk Management Assoc (PRIMA-AZ)	\$50.00	57813	04/12/2012	Taylor, Lakeyshia	\$304.24
57737	04/12/2012	Quality Carpet & Tile	\$1,068.15	57814	04/12/2012	Truitt, Pamela	\$29.68
57738	04/12/2012	Ramada Inn Foothills	\$164.16				
57739	04/12/2012	Raymond J. Schumacher MDPC	\$1,150.00				
57740	04/12/2012	Recorded Books, LLC	\$1,007.88				
57741	04/12/2012	Redington Livestock LLP	\$240.00				
57742	04/12/2012	Reed, Cynthia - Court Reporter	\$500.00				
57743	04/12/2012	Ross, Ramiro	\$71.35				
57744	04/12/2012	SHI International Corp.	\$207.12				
57745	04/12/2012	Sierra Vista Herald/Bisbee Daily Review	\$418.82				
57746	04/12/2012	Sierra Vista Regional Health Center	\$251.56				
57747	04/12/2012	Sparkletts	\$86.40				
57748	04/12/2012	Thompson West - West Payment Center	\$114.56				
57749	04/12/2012	Tres Rios Consulting Engineers	\$20,130.00				
57750	04/12/2012	U.S. Healthworks Medical Group of AZ, PC	\$159.00				
57751	04/12/2012	Urbina, Henry	\$150.00				
57752	04/12/2012	Valley Telephone Cooperative, Inc.	\$472.55				
57753	04/12/2012	VCA Apache Animal Hospital	\$44.05				
57754	04/12/2012	Verizon Wireless	\$938.33				
57755	04/12/2012	Verizon Wireless	\$37.61				
57756	04/12/2012	Verizon Wireless	\$47.60				
57757	04/12/2012	Verizon Wireless	\$1,021.31				
57758	04/12/2012	Verizon Wireless	\$37.36				
57759	04/12/2012	Verizon Wireless	\$57.09				
57760	04/12/2012	Verizon Wireless	\$184.93				
57761	04/12/2012	Versatile Information Products, Inc	\$1,085.63				
57762	04/12/2012	Vista Business Machines Inc	\$166.71				
57763	04/12/2012	Voyager Fleet System, Inc.	\$2,694.19				
57764	04/12/2012	Waxie Sanitary Supply	\$3,879.04				
57765	04/12/2012	Western Emulsion, Inc	\$12,990.61				
57766	04/12/2012	Western Technologies Inc	\$910.00				
57767	04/12/2012	Wick Communications	\$216.00				
57768	04/12/2012	Wolken, Daniel	\$150.00				
57769	04/12/2012	WR Ryan Company	\$2,592.23				
57770	04/12/2012	Arizona Department of Water Resources	\$10,000.00				
57771	04/12/2012	Barnhart, Robert S.	\$15.75				
57772	04/12/2012	Bonham, Marsha	\$4,029.46				
57773	04/12/2012	Cochise County Finance Revolving Fund	\$50.00				
57774	04/12/2012	Cochise County Finance Revolving Fund	\$43.00				
57775	04/12/2012	Cochise County Finance Revolving Fund	\$15.95				
57776	04/12/2012	Cochise County Justice Court #2	\$63.15				
57777	04/12/2012	Cochise County Justice Court #2	\$182.50				
57778	04/12/2012	Cochise County Sheriff / Contingency	\$1,526.34				
57779	04/12/2012	Fair, Tom	\$50.00				
57780	04/12/2012	Foster, David Ken	\$114.10				
57781	04/12/2012	Montano, Adam V.	\$2,066.63				
57782	04/12/2012	Noland, David	\$700.00				
57783	04/12/2012	Radiologists of Sierra Vista	\$76.22				
57784	04/12/2012	Savage, Mark	\$50.00				
57785	04/12/2012	Searle, Richard	\$932.96				
57786	04/12/2012	Sierra Vista Regional Health Center	\$1,123.36				
57787	04/12/2012	Sipe, Brett Lee	\$30.00				
57788	04/12/2012	Wilson, Beverly Jean	\$40.32				
57789	04/12/2012	Anderson, Angela	\$49.84				
57790	04/12/2012	Davenport, Eileen	\$364.00				
57791	04/12/2012	De La Cruz, Noriko	\$102.58				
57792	04/12/2012	East, Suzanne	\$54.00				
57793	04/12/2012	Gattis, Shirley	\$106.88				
57794	04/12/2012	Gilligan, Judith	\$140.56				
57795	04/12/2012	Godfrey, Marilyn	\$24.92				
57796	04/12/2012	Gomez, Mary	\$54.00				
57797	04/12/2012	Grady, John	\$145.00				
57798	04/12/2012	Hansen, Joan	\$166.16				
57799	04/12/2012	Honorable Joseph Knoblock	\$114.24				
57800	04/12/2012	Lacey, Helen C	\$71.00				
57801	04/12/2012	Lueck, Elizabeth	\$78.00				

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Centennial Committee Proclamation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Ratify Proclamation for Cochise County Arizona Centennial Committee, presented on April 24, 2012.

Background:

To honor the Cochise County Arizona Centennial Committee for their hard work and dedication in remembering those who have shaped Cochise County's and Arizona's history.

Department's Next Steps (if approved):

n/a

Impact of NOT Approving/Alternatives:

The Centennial Committee will not receive proper recognition.

To BOS Staff: Document Disposition/Follow-Up:

Add to proclamation book.

Attachments

Centennial Proclamation

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

PROCLAMATION

Cochise County Centennial Committee

WHEREAS, every citizen in the County should be aware of local efforts to support and promote the Arizona State Centennial Celebration;

WHEREAS, Cochise County residents have long been impacting the local community as well as the State's progress;

WHEREAS, the Centennial Committee was formed to recognize and highlight outstanding individuals throughout Cochise County's history;

WHEREAS, the Cochise County Centennial Committee put together a traveling exhibit of historical figures to travel countywide and teach citizens about those individuals who shaped the County;

NOW THEREFORE, the *Cochise County Board of Supervisors* formally recognizes the Cochise County Centennial Committee;

BE IT FURTHER RESOLVED, that each member was crucial to the success of this exhibit:

<i>Ann English</i>	<i>Bill Pakinkis</i>	<i>Bob Nilson</i>	<i>Carol Charnley</i>
<i>Byron Myers</i>	<i>Carrie Gustavson</i>	<i>Christine Rhodes</i>	<i>Cobban Barnett</i>
<i>David Santor</i>	<i>Denise Lundin</i>	<i>Eric Kaldahl</i>	<i>Gary Spivey</i>
<i>Gerry Hernbrode</i>	<i>Glenn Snow</i>	<i>Ilona Smerekanich</i>	<i>Karen Strongin</i>
<i>Kathleen Gomez</i>	<i>Kathy Klump</i>	<i>Katie Barron</i>	<i>Mark Henry</i>
<i>Megan Sneary</i>	<i>Nancy Krieski</i>	<i>Pat McCourt</i>	<i>Rebecca Orozco</i>
<i>Robin Brekhus</i>	<i>Lynn Bailey</i>	<i>Rod Rothrock</i>	<i>Tom Shupert</i>
<i>Vicki Merritt</i>	<i>Carol Loy</i>	<i>Cindy Hayosteck</i>	<i>Delcie Schulz</i>
<i>Evelyn Lathram</i>	<i>Marsha Bonham</i>	<i>Carlos de la Torre</i>	
<i>Brenda Thompson, Arizona Humanities Council</i>			
<i>Mike Jaworski, Freeport-McMoRan Corporation, Copper Queen Branch</i>			
<i>Sulphur Springs Valley Electric Cooperative Board of Directors</i>			
<i>Geoff Oldfather, Arizona Electric Power Cooperative</i>			
<i>Judee Jackson, Arizona Public Service</i>			
<i>Phil Vega, Sierra Vista Herald – Bisbee Daily Review</i>			
<i>Pat Wick, Wick Family</i>			

APPROVED AND ADOPTED this 24th day of April, 2012.

Richard R. Searle, Chairman

Patrick G. Call, Vice-Chair

Ann English, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Board of Supervisors Organization Chart

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 the revised Cochise County Organization Chart.

Background:

The Organization Chart has not been amended since 2007. Revisions on this revised org chart include the new (combined) Community Development Department (formed of the H&FP and the P&Z Departments); the combination of the Health Department and Cochise Aging and Social Services into the Health and Social Services Department, elimination of designations for single-person "departments" and a change in reporting for Elections and Special Districts to the County Administrator. The Chief Deputy County Attorney has clarified that this change is not in conflict with statutory requirements.

Department's Next Steps (if approved):

NA

Impact of NOT Approving/Alternatives:

NA

To BOS Staff: Document Disposition/Follow-Up:

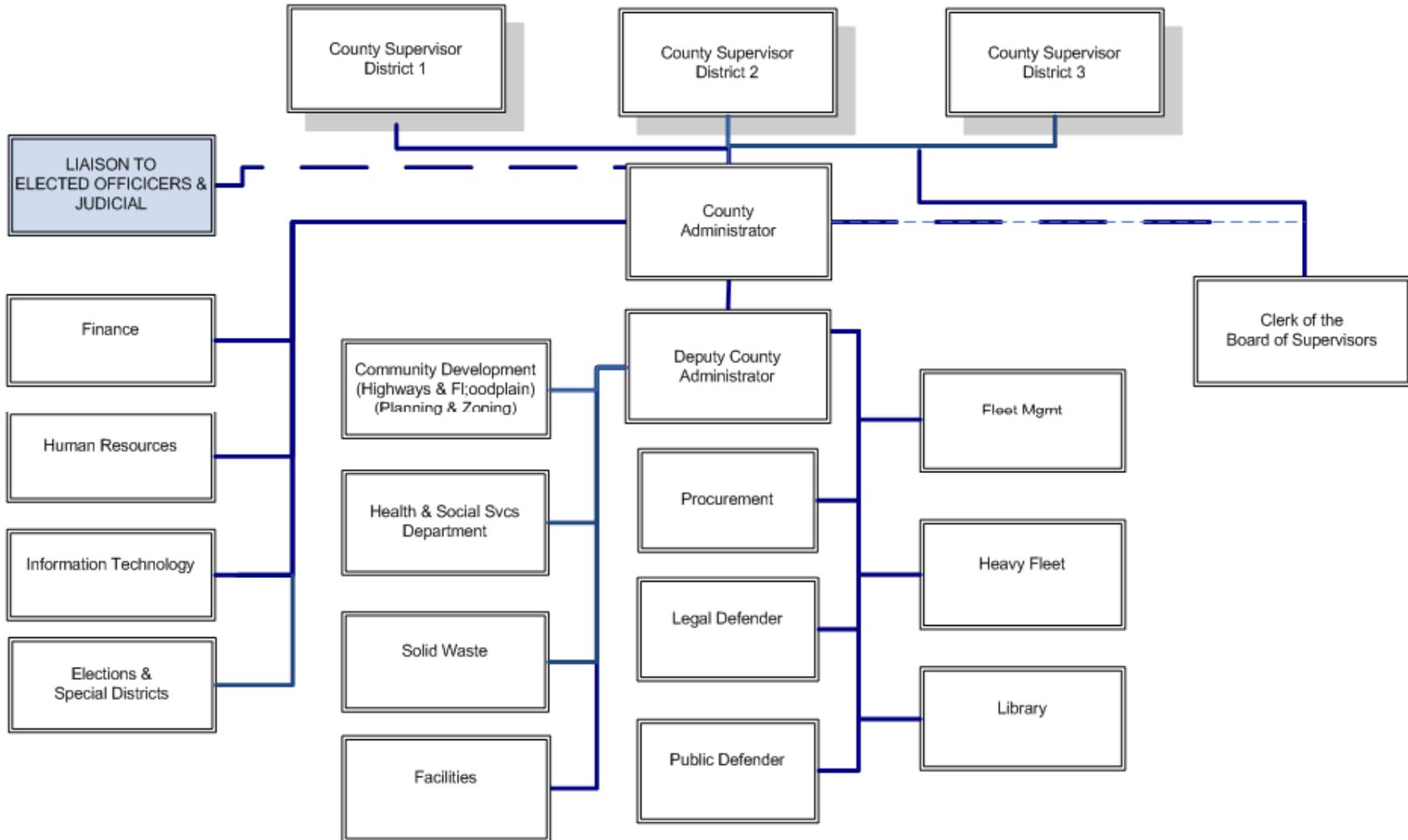
NA

Attachments

4.16.12 County Organization Chart

Cochise County Board of Supervisors Organization Chart

Monday, April 16, 2012



Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Ratify Law Day Proclamation

Submitted By: Katie Howard, 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:

Ratify Proclamation for Law Day in Cochise County, presented on May 1, 2012.

Background:

The Law Day Proclamation is issued from the White House and was not available in time for the Board's last agenda. Law Day occurs on May 1st and the attached Proclamation was presented at the Law Day ceremony. This action is to ratify the Proclamation.

Department's Next Steps (if approved):

File signed original of Proclamation.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

File signed original of Proclamation.

Attachments

Law Day 2012 Proclamation

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

Board of Supervisors' Proclamation— Law Day, Cochise County

When President Dwight D. Eisenhower established Law Day in 1958, he proclaimed it "fitting that the people of this Nation should remember with pride and vigilantly guard the great heritage of liberty, justice, and equality under law which our forefathers bequeathed to us." Today, we celebrate that enduring legacy and renew our commitment to a democracy sustained by the rule of law.

This year's Law Day theme, "No Courts, No Justice, No Freedom," recalls the historic role our courts have played in protecting the fundamental rights and liberties of all Americans. Our courts are the guarantors of civil justice, social order, and public safety, and we must do everything we can to enable their critical work. The courthouse doors must be open and the necessary services must be in place to allow all litigants, judges, and juries to operate efficiently. Likewise, we must ensure that access to justice is not an abstract theory, but a concrete commitment that delivers the promise of counsel and assistance for all who seek it.

Today, let us reflect upon the role generations of legal and judicial professionals have played in building an America worthy of the ideals that inspired its founding. The timeless principles of equal protection and due process remain at the heart of our democracy, and on Law Day, we recommit to upholding them not just in our time, but for all time.

NOW, THEREFORE, I, RICHARD SEARLE, Chairman, Cochise County Board of Supervisors, in accordance with Public Law 87-20, as amended, do hereby proclaim May 1, 2012, as Law Day, Cochise County. I call upon all the people of Cochise County to acknowledge the importance of our Nation's legal and judicial systems with appropriate ceremonies and activities, and to display the flag of the United States in support of this national observance.

IN WITNESS WHEREOF, I have hereunto set my hand this first day of May, in the year of our Lord two thousand twelve, and of the Independence of the United States of America the two hundred and thirty-sixth.

Richard R. Searle, Chairman

Patrick G. Call, Vice-Chairman

Ann English, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

GED Proclamation

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve a Proclamation to declare June 7, 2012 as GED Recognition Day.

Background:

Every year the Board signs a proclamation for GED Recognition Day in order to support those who have completed the GED program.

Department's Next Steps (if approved):

Send 80 signed proclamations to Jessica Dilworth (508-8836) to be handed out at the GED Graduation.

Impact of NOT Approving/Alternatives:

Students will not receive a signed proclamation on Graduation Day.

To BOS Staff: Document Disposition/Follow-Up:

Call Jessica to pick up 80 proclamations.

Attachments

2012 GED Proclamation

PROCLAMATION

WHEREAS, our community must have a commitment to a system of education that affords all members the opportunity to learn at their highest potential; and

WHEREAS, citizens of the State of Arizona and Cochise County have the need to participate fully in our community, especially possessing the essential skills in literacy; and

WHEREAS, the Arizona State Department of Education has been charged with the responsibility for the operation of the General Educational Development (GED) testing; and

WHEREAS, the GED Test has provided satisfaction, as well as professional, occupational and educational opportunities for millions of adults who for many reasons were unable to complete their formal high school studies;

THEREFORE, be it proclaimed that the Cochise County Board of Supervisors declares June 7, 2012 to be

GED RECOGNITION DAY

in appreciation of all the achievements of the GED recipients both to the enhancement of our community and for themselves.

APPROVED this 8th day of May, 2012.

Richard Searle, Chairman
District 3 Supervisor

Patrick Call, Vice-Chairman
District 1 Supervisor

Ann English
District 2 Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME N/A

TITLE N/A

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Dena Bloom v. Cochise County, ST2011-000161 (Assessor parcel No. 401-66-016), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$51,334 to \$24,000 for Tax Year 2011. After reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for 2011 should be lowered, and so recommended a settlement offer that lowered the full cash value to \$35,934 for tax year 2011. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Approve proposed settlement of a tax appeal

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME N/A

TITLE N/A

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in Century L.L.C. v. Cochise County, ST2011-000545 (Assessor parcel No. 103-62-169), now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value from \$474,472 to \$311,720 for Tax Year 2012. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property assessment for 2012 should be lowered, and so recommended a settlement offer that lowered the full cash value to \$311,720. The taxpayer accepted the settlement offer.

Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a slight reduction in the tax base.

Department's Next Steps (if approved):

Upon approval by the Board, Counsel for the County will sign a stipulation for entry of Judgment that has already been signed by the taxpayer, and will submit a form of Judgment to the Arizona Tax Court disposing of this matter pursuant to the settlement terms.

Impact of NOT Approving/Alternatives:

Additional litigation for the County, with the risk that the Arizona Tax Court would rule in the taxpayer's favor, reducing the assessed value of the subject property and subjecting the County to paying the Plaintiff's fees and expenses.

To BOS Staff: Document Disposition/Follow-Up:

Advise County Attorney's Office - Civil Division upon Board's approval.

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

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: 05/08/2012

Acceptance of exercise equipment.

Submitted By: Mary Gomez, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Mary Gomez

TITLE of PRESENTER: Director, Health and Social Services

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Accept donation of exercise equipment from Gayland and Sandy Davis to Cochise County for use by the Health and Social Services department.

Background:

The Health and Social Services (HSS) department, Division of Active Adults, is working on a program to encourage county employees to exercise. The donation of this equipment will go towards this program. Although it would be placed in the Benson Regional Service Center, it is the staff's intent to work to place exercise equipment in each of the four other county service centers. Sandy Davis, an employee in the Benson service center, and her husband Gayland, have offered to donate some personal exercise equipment to the County. The specific equipment is a treadmill (approximate value \$100.00), a stationary bicycle (approximate value \$25.00), and a Bowflex Ultimate with all attachments (approximate value \$1,000.00) – total approximate value \$1,125.00. The County would save the cost of purchasing this equipment for the Benson service center.

Department's Next Steps (if approved):

If the donation is accepted, provide acknowledgement of donation to employees.

Impact of NOT Approving/Alternatives:

Exercise equipment not available for employees in the Benson service center at this time.

To BOS Staff: Document Disposition/Follow-Up:

None.

Information Technologies

Regular Board of Supervisors Meeting**Meeting Date:** 05/08/2012

Cochise County Fill in Repeaters Expansion

Submitted By: Marc Denney, County Sheriff**Department:** County Sheriff**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 2**Submitted for Signature:****NAME** Marc Denney**TITLE** Commander**of PRESENTER:****of PRESENTER:****Mandated Function?:** Not Mandated**Source of Mandate
or Basis for Support?:**

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

Information**Agenda Item Text:**

Approve the Arizona Department of Homeland Security Grant (77404-05) to Cochise County Sheriff's Office in the amount of \$59,800 to fill in the repeaters expansion project for the Northern area of the County (Cascabel) for the grant period of April 1, 2012 through March 31, 2013.

Background:

Funding has been approved by the Arizona Department of Homeland Security to strengthen interoperability communications capabilities in the Northern Cochise County area. This project will facilitate communications with Law Enforcement, Fire and EMS and public safety agencies that serve and utilize the Cochise County Mutual Aid radio channels as well as the Sheriff's Office SO-1 Simulcast radio channel. The additional of this repeater will provide radio coverage in the Cascabel area. The total requested dollar of the award is for \$59,800,

Department's Next Steps (if approved):

Upon approval of the Board of Supervisors the original signed copies of the grant will be returned to the Arizona Department of Homeland Security to be fully executed. Once fully executed a signed original copy will be provided to the Board for their records and Information Technologies Department can move forward with purchasing of equipment and installation.

Impact of NOT Approving/Alternatives:

Non-approval of the Grant application means not receiving the funds necessary from the Arizona Department of Homeland Security to complete the project outlined and communications interoperability would continue to be poor in areas of low coverage.

To BOS Staff: Document Disposition/Follow-Up:

Two signed original will be provided to the Board of Supervisors for their signatures. Once signed the original signed copies need to be returned to the Sheriff's Office to send to the Arizona Department of Homeland Security to be fully executed. Once fully executed a signed original copy will be returned to the board for filing.

Fiscal Impact

Fiscal Year: 2012-2013
One-time Fixed Costs? (\$\$\$): 59,800
Ongoing Costs? (\$\$\$): N/A
County Match Required? (\$\$\$): N/A
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): N/A
Source of Funding?: AZDOHS

Fiscal Impact & Funding Sources (if known):

No match required funding is from grant from the Arizona Department of Homeland Security.

Attachments

AZDOHS 77404-05



Governor Janice K. Brewer

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

April 1, 2012

Sheriff Larry Dever
Cochise County Sheriff's Department
205 N. Judd Drive
Bisbee, AZ 85603

Subject: FFY 2010 Homeland Security Grant Program Award- REALLOCATION
Grant Agreement Number: **777404-05**
Project Title: **North Cochise County Fill In Repeaters Expansion**

Dear Sheriff Dever:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**North Cochise County Fill In Repeaters Expansion**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$59,800**. The grant performance period is **April 1, 2012 through March 31, 2013**. **Enclosed is a modified application that identifies approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two (2) original AZDOHS Subgrantee Agreements (enclosed).
2. Application administration page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS by July 31, 2012 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- Subgrantees are required to annually submit a copy of their annual A133 Audit to ADZOHS.

1700 West Washington Street Phoenix, Arizona 85007

Office: (602) 542-7030

Fax: (602) 364-1521

www.azdohs.gov

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Mrs. Jody Sanders

Attachment: EHP Designation Letter

This form is to be signed and returned.

Grant #: **777404-05**

Sub-Recipient: **Cochise County Sheriff's Department**

Project Title: **North Cochise County Fill In Repeaters Expansion**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Cochise County Sheriff's Department**

Point of Contact: **Mrs. Jody Sanders**

Sub-recipient Address:

Street: **205 N. Judd Drive**

City/State/Zip: **Bisbee, AZ 85603**

1a. Agency's Authorized Individual: **Mrs. Jody Sanders**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **520-432-9516**

FAX #: **N/A**

E-mail Address: **jsanders@cochiseaz.gov**

2. Organizational Type: **County**

3. Region or Entity: **South Region**

4. Initiative Title: **Strengthen Interoperable Communications Capabilities**

5. Project Title: **North Cochise County Fill In Repeaters Expansion**

6. Total Dollar Amount Requested: **\$68,300** Total Dollar Amount Awarded: **\$59,800**

7. State Homeland Security Strategy Objective Title and Action Item(s) (ex 8.1):

1.1.0, 1.1.1, 1.1.3

8. Can partial funding be accepted? If so, at what amount(s)? If not, why? Please explain.

Yes, any funding will be accepted.

- 1. SO-1 and CMA VHF Repeater and Duplexer Qty 2 \$12,600, UHF Repeaters and Duplexer Qty 2 \$12,600 Total: \$50,400**
- 2. VHF and UHF Antennas and Tower Systems Qty 1 \$4,100, 3000 KVA UPS Battery Qty 2 \$2,650 Total: \$9,400**
- 3. System Network Monitoring Software Qty 1 \$8,500 Total \$8,500**

9. Please list the multiple jurisdictions served by this project.

Law Enforcement, Fire and EMS, All Public Safety Agencies are served and utilize the Cochise County Mutual Aid Radio Channel as well as the Sheriff's Department SO-1 Simulcast Radio Channel. Law Enforcement-Rod Rothrock, Fire-Chief Bill Miller, EMS-Mike Evans.

10. If this is a multi-disciplinary project, please list the disciplines served (e.g., law enforcement, fire service, public health, etc).

Law Enforcement, Fire and EMS

11. Does this project require an environmental review (includes any ground disturbance or activity on 50 year old buildings)? (Yes or No)

No

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact Mrs. Jody Sanders
 Print Name Signature Date

Strategic Planner or Assistant Director Planning & Preparedness Maryann Johns
 Print Name Signature Date

This form is to be signed and returned.

Award Funded as follows:

	<u>Requested Totals</u>	<u>Recommended Totals</u>	<u>Awarded Totals</u>
Equipment	\$68,300	\$ 0	\$ 59,800
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$68,300		\$59,800

SUBGRANTEE AGREEMENT- REALLOCATION

10-AZDOHS-HSGP- 777404-05

Between

The Arizona Department of Homeland Security
And

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Cochise County Sheriff's Office

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **April 1, 2012** and shall terminate on **March 31, 2013**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**North Cochise County Fill In Repeaters Expansion**"

and funded at \$ 59,800 (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 59,800 to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the AZDOHS for review within thirty (30) days of signing this Agreement.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (formerly OMB), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST

The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates, must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13 and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training

The subrecipient agrees that any grant funds used for training must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s).

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient 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. (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).

- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

Terms used in this sub-part have the following meaning (see also Reclamation Supplement to Federal Property Management Regulations, Part 60 Property Accountability, Sub-part 114S-60.4 Classification of Property).

- a) Nonexpendable property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- b) At the time when the final request for reimbursement is submitted, the subrecipient must file with the AZDOHS a copy of the Property Control Record Form listing all such property acquired with grant funds. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives for verification of information.
- c) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. When use of the property for project activities is discontinued, the subrecipient shall request in writing disposition instructions from the AZDOHS before actual disposition of the property. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately. An equipment/capital asset list shall be maintained for the entire scope of the program or project for which it was acquired. All equipment having an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year shall be included in the equipment/capital asset list.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for

administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.”

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly reports are due:

January 15 (period October 1– December 31)

April 15 (period January 1 – March 31)

July 15 (period April 1 – June 30)

October 15 (period July 1 – September 30)

c) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL, and include a copy of the Property Control Form, if applicable.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform.

If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

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

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

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

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

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

XXXIII. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Cochise County Sheriff's Office

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Cochise County Sheriff's Office

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

OTC Sale

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: Katie Howard

Recommendation:

of ORIGINALS Submitted for Signature:

TITLE of PRESENTER: Clerk of the Board

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

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

Background:

Following Board approval on March 8, 2012 of the March 1, 2012 land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids. OTC sales were then approved at the March 27, 2012 Board meeting. Additional OTC bids have been received and are reflected on the attached report; in addition, each bidder will pay a \$75 administrative fee. Bids and associated payments have been received by BOS office staff for each of the parcels listed on the Exhibit. Please note that staff inadvertently neglected to add this item to the April 24, 2012 Meeting so it is being brought to the Board on the May 8, 2012.

For this OTC sale, an additional 4 parcels have been sold for a total of \$1,650, plus \$150 in administrative fees (total revenue \$18,000). Acceptance of these bids, together with previous tax deed land sales in 2012 bring the total YTD sales to \$30,463 (\$28,288 in parcel sales and \$2,175 in administrative fees).

There are 77 parcels remaining for sale (see attached unsold parcels list).

Department's Next Steps (if approved):

Deposit checks and provide Sold Parcels list to County Treasurer; update Unsold Parcels list and re-post to County website; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

Properties will not be sold and will not be put back on the County's tax roll.

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

Attachments

4.24.12 Sold Parcel List 62

4.24.12 Sold Parcel List by Bidder 63

4.24.12 Sold Parcel List

Sold Parcel List by Bidder - 4/24/12 - 4/24/12

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
Bidder:		62						
40626143	85	85-A	COCHISE COLLEGE PARK #9 LOT 3108	0.34	SR-12	\$50.00		4/24/2012
						Winning Bid:	\$50.00	\$0.00
40626147	86	86-A	COCHISE COLLEGE PARK #9 LOT 3112	0.34	SR-12	\$50.00		4/24/2012
						Winning Bid:	\$50.00	\$0.00
40626151	87	87-A	COCHISE COLLEGE PARK #9 LOT 3116	0.34	SR-12	\$50.00		4/24/2012
						Winning Bid:	\$50.00	\$0.00
Totals for Bidder # 62				Totals Winning Bids:		\$150.00	\$0.00	
						Parcels Purchased:	3	
						Grand Total:	\$150.00	

Sold Parcel List by Bidder - 4/24/12 - 4/24/12

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
Bidder:		63						
10328107	2	2-A	VALLEY SPRINGS #3 RE-SUB LOT 6 TR 15	4.26	RU-4	\$1,500.00		4/24/2012
						Winning Bid:	\$1,500.00	\$0.00
Totals for Bidder # 63				Totals Winning Bids:		\$1,500.00	\$0.00	
						Parcels Purchased:	1	
						Grand Total:	\$1,500.00	

Parcels Sold - 4/24/12 - 4/24/12

APN	Unit Id	Parcel Id	Acres	Zoning	Min Parcel/ Winning Bid	Min Unit/ Winning Bid	Sale Date	
10328107	2	2-A	4.26	RU-4	\$1,500.00		4/24/2012	
				Winning Bid:	\$1,500.00	\$0.00		
		VALLEY SPRINGS #3 RE-SUB LOT 6 TR 15						
40626143	85	85-A	0.34	SR-12	\$50.00		4/24/2012	
				Winning Bid:	\$50.00	\$0.00		
		COCHISE COLLEGE PARK #9 LOT 3108						
40626147	86	86-A	0.34	SR-12	\$50.00		4/24/2012	
				Winning Bid:	\$50.00	\$0.00		
		COCHISE COLLEGE PARK #9 LOT 3112						
40626151	87	87-A	0.34	SR-12	\$50.00		4/24/2012	
				Winning Bid:	\$50.00	\$0.00		
		COCHISE COLLEGE PARK #9 LOT 3116						
				Total Winning Bids	\$1,650.00	\$0.00		
				Grand Total	\$1,650.00			

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Ban on fireworks and open fires in unincorporated areas of the County

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME of PRESENTER: Mike Ortega

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE of PRESENTER: County Administrator

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Discussion and possible direction from the Board regarding potential ban on fireworks and open fires in unincorporated areas of the County.

Background:

NA

Department's Next Steps (if approved):

NA

Impact of NOT Approving/Alternatives:

NA

To BOS Staff: Document Disposition/Follow-Up:

NA

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Request to Abandon Bachmann Springs Phase One Subdivision Plat

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Beverly Wilson

TITLE of PRESENTER: Senior Planner

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

[ITEM TABLED FROM APRIL 10, 2012 MEETING]: Adopt Resolution 12-11 to abandon the Bachmann Springs Phase One Final Subdivision Plat, the Assurance Agreement, and the Final Plan.

Background:

MEMORANDUM

TO: BOARD OF SUPERVISORS

For: Michael Ortega, County Administrator

FROM: Beverly Wilson, Senior Planner

For: Carlos De La Torre, Community Development Director

SUBJECT: Bachmann Springs Plat Abandonment Docket S-05-13

DATE: March 28, 2012 for April 10, 2012 Board of Supervisors Meeting

NATURE OF THE REQUEST

This is a request, initiated by Staff, asking the Board of Supervisors to formally abandon the Bachmann Springs Subdivision Final Plat (FP) including the Assurance Agreement and the Final Plan. It is the finalizing step in a process begun on June 29, 2010, when the Board of Supervisors denied a request from the Developer for a time extension of a project that began in the late 1990's. With the unanimous denial from the Board for a 3-year time extension for Dockets CP-22-04 and Z-99-12, Parcels 108-20-001, 007, 008A, 008C, 008D and 008F, 121-15-034A, 035 and 036 and 121-47-001, located at 2738 N. Middlemarch Road in Tombstone, AZ, were reverted from a Category "C" Comprehensive Plan Growth Area to a Category "D" Comprehensive Plan Growth Area, from a "Developing" Comprehensive Plan land use designation to a "Rural" Comprehensive Plan land use designation, and from a "Planned Development-PD" Zoning District designation to a "Rural-RU-4" Zoning District designation. The abandonment of the subdivision plat will correct the Assessor's maps of Cochise County to reflect the original configuration of the parcels by deleting the lot lines.

HISTORY OF THE PROJECT

The Bachmann Springs Master Development Plan was approved on May 1, 2000 by the Board of Supervisors, and included a proposed Resort Community consisting of 1,709.43-acres. A Final Plan was also recorded in Book 14 of Maps, page 66A, which divided the parcels into 'Tracts', and Common Areas. The MDP included a 322-acre golf course, 1,125 custom home sites, 400 Hospitality rooms, and 74-acres of open space. The density of this development was 0.66 dwelling units per acre, with the golf course and the 120-lot subdivision planned as Phase 1. The original MDP was conditionally approved to include time frames for completion, along with definitive repercussions as stated in Condition #1:

1. "If there is no substantial progress towards completion of Phase 1 as described in the MDP, within 48 months of final approval, then the rezoning will revert to RU-4 and all subsequent approvals, modification and conditions will be null and void."

On December 16, 2003, a time extension request was approved by the Board, changing the original condition as follows:

1. If there is no substantial progress towards completion of Phase 1 as described in the MDP, by May 1, 2008, then the rezoning will revert to RU-4 and all subsequent approvals, modifications and conditions will be null and void."

In addition, three building permit applications were issued, including a permit for the golf course (expired 3/2/09), the comfort station and pump house (expired 4/23/09) and a manufactured home (expired 10/23/07). Our records also indicate that there are two voided permits for a septic system (voided 11/9/09) and a change of use for a laundry and break room (voided 11/9/09).

At some point, the golf course was installed, including irrigation from the on-site wells; however, the Bachmann Springs Subdivision, Phase 1 was not started, and no evidence of roadways, lot lines, or infrastructure exists (See photos below).

In 2010, the successor to the developer requested an extension of the Assurance Agreement. Due to lack of progress on the development, the Board denied the request, reverted the zoning to RU-4 and reverted the Comprehensive Plan designation to Category "D" Developing Land Use. As a result, the parcels no longer can be developed in accordance with the Final Plat. Pursuant to the Assurance Agreement, the County is entitled to abandon the Plat by replatting the parcels to the state in which they existed before the Plat was recorded.

This 120-lot subdivision FP was recorded on July 24, 2007, along with the Assurance Agreement, which is the contractual document that guarantees that all improvements will be completed prior to the lots being released for sale. The Assurance Agreement was recorded by Fee No. 070724528. Currently, this FP exists only on the Assessor Maps and the lots are unbuildable because they are well under the 4-acre minimum required for building in the RU-4 Zoning District. Additionally, tax liens have been sold on these 'paper' parcels—a matter that will be corrected by the Treasurer's Office when the 'Abandonment Plat', returning the subject parcels to their pre-development status, is recorded. As mentioned above, the improvements for the Subdivision have not been undertaken in accordance with the assurance agreement, thereby leading to this request to abandon the plat.

The Subdivision Plat was recorded after the Final Plan (mentioned above), but did not extinguish some of the 'Block' lines. The proposed Abandonment Plat consists of three sheets which will extinguish all Blocks, designated lot lines, proposed roadways and common areas. It will abandon the Final Plan as recorded in Book 14 of Maps at page 66A, and the subdivision as originally recorded in Book 15 of Maps at page 80 A – 80 J, Office of the Cochise County Recorder.

After the plat has been abandoned, the property owner is entitled per State law to again subdivide the property and sell no more than five parcels without a subdivision review by the County.

RECOMMENDATION

Staff recommends that the Board of Supervisors approve the plat abandonment of the Bachmann Springs, Phase 1 Subdivision Plat and authorize the Chairman to sign the Resolution and Abandonment Plat for recordation.

ATTACHMENTS: As You Are Aware Letters dated 5.2.00; 12.18.03; 7.2.10
Assurance Agreement

Department's Next Steps (if approved):

Community Development Department will record the Abandonment Maps which consist of three mylars, and the Resolution which will authorize such abandonment.

Impact of NOT Approving/Alternatives:

Currently, the Subdivision Plat is dividing the land into lots, each parcel shown on the Assessor's maps. These parcels have been included on the Treasurer's listing of parcels owing taxes. Liens have been sold on these parcels for the taxes due. These parcels are illegal under the Cochise County Zoning Regulations, as the zoning was reverted to RU-4 and the parcels are much smaller in area. If the lot lines are not deleted by filing the Abandonment Plat, they will result in unbuildable parcels being sold to the Public.

To BOS Staff: Document Disposition/Follow-Up:

Community Development Staff will provide the original recorded Resolution for BOS Staff records.

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Teen Driver Program

Submitted By: Mark Genz, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 0

Submitted for Signature:

NAME Lt Mark Genz

TITLE Lieutenant

of PRESENTER:

of PRESENTER:

Docket Number (If applicable):

Mandated Function?: Not Mandated

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

Information

Agenda Item Text:

Approve the nominal use of county resources for the Sheriff's Office to conduct a Teen Driver Program in county schools through Fiscal Year 2013.

Background:

The Sheriff's Office, in conjunction with the Southeastern Arizona DUI Task Force is putting together a teen driving program. This program will be taught to high school aged licensed drivers and will be conducted on a closed course such as a tarmac area at the Sierra Vista airport.

This course is designed to educate new drivers on the dangers of driving while impaired or distracted. It also has hand-on components using Sheriff's Office sedans to teach students decision making, collision avoidance, backing etc. This is a low speed course. There will be static instruction on how to check engine fluids, fix a flat and check tire pressure. Students will also drive a cone course in an electric golf cart while wearing Fatal Vision Goggles to simulate impairment.

Instructors that teach students driving skills in the vehicles are Arizona Peace Officer and Standards certified driving instructors.

A waiver of liability will be signed prior to students being allowed to participate in the class. The County Attorney's Office has reviewed and approved the waiver form.

The only county resources being consumed is gasoline for the vehicles and nominal wear and tear.

Department's Next Steps (if approved):

Upon approval, we will proceed with scheduling and conducting the course.

Impact of NOT Approving/Alternatives:

We will be unable to conduct the Teen Driving Program. This program is a prime opportunity to educate young drivers on safely operating and maintaining their vehicles in an effort to make our county roads safer.

To BOS Staff: Document Disposition/Follow-Up:

Upon approval forward a copy of the approved agenda item to the Sheriff's Office.

Attachments

Teen Driver Program

Waiver Form

Larry A. Dever
Sheriff

Office of the Sheriff Cochise County



Teen Driving Course

The Cochise County Sheriff's Office, in conjunction with agencies of the Southeastern Arizona DUI Task Force, are planning to present a Teen Driving Course.

The object of this course is to educate teenaged drivers on several subjects that will help them safely operate their vehicles on the roadways. These subjects include the dangers of driving impaired or distracted, influences on driving such as driver abilities, vehicle maintenance and vehicle limitations. There will also be hands-on instruction on the basics of vehicle inspections and maintenance. This will include checking air pressure in tires, changing flat tires and checking fluid levels in vehicles. Proper adjustment of vehicle components such as mirrors and seats will also be discussed and practiced. Another portion of the course will have students driving an electric golf cart through a cone course while wearing Fatal Vision Goggles. These goggles are designed to simulate impairment.

The course will include classroom instruction and a hands-on driving course which will be conducted in a closed area such as a tarmac at the Sierra Vista Airport. Driving instruction will be conducted by Arizona Peace Officers Standards and Training certified driving instructors. There will be no high speed driving during this course and there will be an instructor in the vehicles with the students when they go through the course. The driving portion will include a backing course and decision making in order to avoid obstacles.

Our goal is to offer this course once a month. The selection of students for the course is done in cooperation with the local area High Schools. Students must have a valid driver's license or learner's permit and the student, or parents if the student is a minor, must sign a liability waiver in order to enroll in the program.

We are in the process of getting local vehicle insurance companies to help sponsor the program. MADD has also signed on and is supporting the class. In order to present this program the Sheriff's Office will need to utilize County resources, such as vehicles, and related expenses such as gasoline consumption and wear and tear on the vehicles.

The Sheriff's Office is asking your support and approval of this class to further pursue our goals to make our community roads safer.

SOUTHEASTERN ARIZONA DUI TASK FORCE
Teen Driver Awareness Program
Waiver of Liability

I, _____, understand the Southeastern Arizona DUI Task Force Teen Driver Awareness Program is a voluntary opportunity to participate in a classroom and a hands-on, skills based, behind-the-wheel driver training course designed to teach accident avoidance skills to drivers. This training involves various techniques which may be used by drivers to avoid accidents in critical driving situations. Students who attend this course must be at least 15 years of age through 19 years of age and must be currently attending high school. Each student is required to have a valid and current Instruction Permit or a valid and current driver's license.

This course is designed to teach the following: the physiological effects of drugs and/or alcohol as they relate to decision making vehicle operation, the importance of vehicle maintenance and pre-trip inspections and identifying the three phases of the driving task. These are the driver and how they operate the vehicle and analyze and react to the environment around them and other drivers, the vehicle and its limitations and the outside environment and how it affects the vehicle and the driver. They will also develop awareness of the dangers of driving while using alcohol and/or drugs, develop an awareness of personal driving limitations and how to compensate for these limitations, develop decision making skills necessary to execute specific driving tasks and safely manage the complex task of driving and develop an understanding of the social and legal responsibilities involved with the operation of a motor vehicle.

Driving sessions will include operating a full sized sedan and an electric golf cart. Fatal Vision Goggles will only be worn when operating the golf cart. These goggles are designed to simulate impairment by causing distortion to the vision of the wearer.

In the event of an incident with a vehicle, student or bystander, which creates a potential for harm, including, significant injury or death, I am fully aware of these potential risks associated with participation in this course and voluntarily agree to assume the risks inherent.

Knowing the potential risks involved, I voluntarily choose to participate and assume the risk of injury or harm that may result from participation. I agree to release and hold harmless the Southeastern Arizona DUI Task Force, Cochise County and the Cochise County Sheriff's Department, its officers, employees, and any instructors utilized in the course or volunteers, from any claims, liabilities or demands arising out of participation in this training.

In case of sudden illness or injury, I hereby give my permission to the Southeastern Arizona DUI Task Force and/or the Cochise County Sheriff's Office to take appropriate action in seeking medical attention. I understand that I am solely and fully responsible for the cost of such treatment.

I have read and understand this waiver of liability.

Participant Signature:

Printed Name:

_____ Date: _____

If the participant is under 18, the following must be completed prior to participation.

I have read the above information and agree to the terms of the above agreement and consent to the minor's participation and medical treatment. By signing below, I am also confirming that I am the parent or legal guardian of this minor.

Parent/Guardian:

Signature: _____

Print Name: _____

Address: _____

Emergency Phone Number: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

Notary Public

My Commission Expires:

Regular Board of Supervisors Meeting**Meeting Date:** 05/08/2012

Justice Court Enhancement Fund Revisions

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature Required**# of ORIGINALS** 1**Submitted for Signature:****NAME** Michael Ortega**TITLE** County**of PRESENTER:****of PRESENTER:** Administrator**Mandated Function?:****Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Adopt Resolution 12-13 modifying Resolution 08-24, Exhibit 1, Section 5.2 to revise the procedures for approval and use of the Justice Court Enhancement Fund.

Background:

Recommendation: Staff recommends that the Board of Supervisors adopt Resolution No. 12-13.

Background: The BOS adopted Resolution 04-106 in 2004 establishing the Justice Court Enhancement Fund. The intent of this Fund was to provide a funding mechanism for capital investment relating to Justice Court facilities, furnishings and equipment. The use of this funding source for personnel was strictly prohibited and the prohibition was specifically mentioned in the resolution.

On April 29, 2008, the BOS adopted certain changes to the original resolution under Resolution 08-24. The revisions included elimination of the restrictive language prohibiting the use of Justice Court Enhancement Funds for personnel. During a subsequent budget meeting with the Court System, there was discussion about the use of these funds for hiring staff. The BOS basically directed the County Administrator to revise the language in Resolution 08-24 to again prohibit the use of these funds for any personnel. Subsequent to that direction, the BOS asked the County Administrator to develop language where the Enhancement Funds could be used for temporary personnel.

To that end, Resolution 12-13 is presented to you for consideration. The only change to the language is under Section 5.2:

Proposed language/changes shown in *italics*:

5.2

Justice Court Enhancement Funds. The Justice Court Enhancement Funds shall be established as a non-reverting special revenue fund for each Justice Court to provide the *courts* with supplemental funding for any expenditures as determined by the court *and as approved by the Board of Supervisors*.

The utilization of each Justice Court's Enhancement Fund will be incorporated into the court's fiscal year's budget planning cycle. *Each Justice Court will submit an enhancement fund decision package to the Board of Supervisors for approval.*

When the need to utilize enhancement funds arises outside of the regular budget process, the Justice Court will submit its request through the Superior Court Presiding Judge for a recommendation, and to the County Administrator for approval.

Justice Court Enhancement Funds may be used to pay personnel costs only under the following conditions:

- 1)The employee must be a temporary employee***
- 2)The need for the position must be based on a specific requirement or project, and***
- 3)Approval is limited to one budget year, subject to subsequent renewal during the regular budget process.***

The Enhancement Fund shall be used to supplement, but not supplant, budgeted funds. Interest earned on fund monies shall be deposited into the Fund. ***The Office of Court Administration will be responsible for record keeping of any expenditures from this Fund.***

The above language provides flexibility to the Justice Courts, yet gives the BOS an opportunity to consider the use of Enhancement Funds on an annual basis.

Staff recommends the BOS adopt Resolution 12-13.

Department's Next Steps (if approved):

If approved, staff will notify the Courts of the decision and will ask that any requests for staff using this provision be submitted immediately for inclusion in the budget presentation.

Impact of NOT Approving/Alternatives:

Fiscal Impact: The fiscal impact associated with this action will depend on the number of temporary staff that are requested by the Justice Courts. The final decision to approve the request will rest with the BOS. When these requests are made, staff will provide the associated dollar amount for consideration by the BOS as a part of the decision making process.

Impact of Not Approving: The current language contained in Resolution 08-24 would have to be changed to keep the original restriction on the use of this Fund to pay for personnel.

To BOS Staff: Document Disposition/Follow-Up:

Record Resolution 12-13 and provide copies to Court Administration.

Attachments

Draft_Exhibit1ForResolution12-13

EXHIBIT 1

JUDICIAL ADMINISTRATIVE FEE SCHEDULE

(Effective _____)

Pursuant to Cochise County Resolution 08-____

Pursuant to A.R.S. 11-251.08 (A), the Judicial Branch in Cochise County establishes certain administrative fees in order to defray costs associated with issuing and processing certain warrants, suspension of driving privileges in cases of default, petitions for conciliation/mediation, and to enhance court operations.

SECTION 1: AUTHORITY/PURPOSE/JURISDICTION/TITLE

- 1.1 **Authority.** Cochise County is authorized by Section 11.251.08 (A) of the Arizona Revised Statutes to adopt fee schedules for specific products and services the county provides to the public. In Arizona Attorney General's Opinion N. 195.63 (December 18, 1995) the Attorney General determined that A.R.S. 11-251.08 (A) authorized the Board of Supervisors to "establish fees for any specific products or services that the county provides to the public and to authorize courts to collect any established court-related fees."
- 1.2 **Purpose.** It is the purpose of this administrative fee schedule to defray certain costs in the Justice Courts associated with the additional work related to issuing and processing numerous warrants, the suspension of driving privileges and the collection of penalties, fines or sanctions on a time payment basis. It further establishes a Court Enhancement Fee to provide funds supplementing, but not supplanting, budgeted funds dedicated to staff and operational requirements of judges pro tem in superior court and for advancing court operations. The Court Enhancement Fund shall not be deemed to relieve the county of its funding responsibilities to the overall operation of the judicial branch.
- 1.3 **Jurisdiction.** This fee schedule shall apply to all courts Superior and Justice Courts in Cochise County.
- 1.4 **Title.** This fee schedule shall be known as the Cochise County Judicial Administrative Fee Schedule.

SECTION 2: WARRANT, SUSPENSION, AND COURT ENHANCEMENT FEES

- 2.1 **Warrant Fee.** The Cochise County Justice Courts may collect a warrant fee of one hundred dollars (\$100) for each warrant a court is required to issue as the result of a Failure to Appear, which includes any failure to appear at a scheduled or otherwise required court appearance or for failure to comply with court orders. This fee shall be added to the amount set forth in the arrest warrant.

Effective _____

- 2.2 Suspension Fee.** The Cochise County Justice Courts may collect a suspension fee of seventy-five dollars (\$75) for each suspension of an Arizona driver's license privilege to drive in the State of Arizona which the court is required to issue as the result of a failure to pay a civil sanction or a default judgment in a civil traffic matter or an out-of-state driver's license privilege as a result of failure to pay a civil sanction or a default judgment in a civil traffic matter provided the state that issued the driver's license is a participant in the Non-Resident Violator Compact (NRVC).
- 2.3 Justice Court Enhancement fee.** The Cochise County Justice Courts may collect a court enhancement fee of fifteen dollars (\$15) which shall be assessed in addition to any fees associated with the filing of civil cases.
- 2.4 Superior Court Enhancement fee.** The Cochise County Superior Court may collect a court enhancement fee of fifty dollars (\$50) which shall be assessed in addition to any fees associated with any filing of civil, domestic relations, probate and guardianship/conservatorship cases. This assessment shall be applied to any filing in the aforementioned categories subject to fees as established by A.R.S. 12-284.
- 2.5 Deposit of fees collected by Justice Court.** All warrant, suspension, and enhancement fees collected under this section shall be received by the Justice Courts in a manner consistent with the Arizona Supreme Court Accounting Standards. Sixty-five percent (65%) of the warrant and suspension fees shall be deposited with the County Treasurer on a monthly basis for deposit into the Superior Court Enhancement Fund as established in Section 5.1. Thirty-five percent (35%) of the warrant and suspension fees shall be deposited with the County Treasurer on a monthly basis for deposit into each Justice Court's respective Enhancement Fund as established in section 5.2. Thirty-five percent (35%) of the Justice Court enhancement fees shall be deposited with the County Treasurer on a monthly basis for deposit into the Superior Court Enhancement Fund as established in Section 5.1. Forty-two percent (42%) shall be deposited with the County Treasurer on a monthly basis for deposit into the Justice Court Security Fund as established in Section 5.3 and twenty-three percent (23%) into each Justice Court's respective Enhancement Fund as established in section 5.2.
- 2.6 Deposit of fees collected by Superior Court.** All enhancement fees collected under this section shall be received by the Superior Court in a manner consistent with the Arizona Supreme Court Accounting Standards and shall be deposited with the County Treasurer on a monthly basis for deposit into the Superior Court Enhancement Fund as established in Section 5.1.

SECTION 3: TIME PAYMENT FEE

- 3.1 Justice Court Time Payment Fee.** The Justice Courts may collect a time payment fee in the amount of Twenty dollars (\$20) from each person who pays a court ordered penalty, fine, or sanction on a time payment basis. A time payment basis shall be any penalty, fine, or sanction not paid in full on the date the court imposed the fine, penalty, or sanction.
- 3.2 Deposit into Justice Court Enhancement Funds.** All time payment fees collected under this section shall be received by the Justice Court in a manner consistent with the Arizona Supreme Court Accounting Standards and shall be deposited with the County Treasurer on a monthly basis for deposit into the Justice Court's respective Enhancement Fund as established in section 5.2.

Section 4: JUSTICE COURT SECURITY FEE

- 4.1 Justice Court Security Fee.** The Justice Courts may collect a Justice Court Security Fee of twenty dollars (\$20) per case, in each case in which a fine, penalty or forfeiture is imposed for any criminal, civil traffic, or county ordinance offense or violation.
- 4.2 Deposit into Justice Court Security Fund.** All Justice Court Security Fees collected under this section shall be received by the Justice Court in a manner consistent with the Arizona Supreme Court Accounting Standards and shall be deposited with the County Treasurer on a monthly basis for deposit into the Justice Court Security Fund as established in section 5.3.

SECTION 5: COURT ENHANCEMENT FUNDS

- 5.1 Superior Court Enhancement Fund.** The Superior Court Enhancement Fund shall be established as a non-reverting special revenue fund. All Court Enhancement fees shall be used to supplement, but not supplant, budgeted funds dedicated to staff and operational requirements of judges pro tem in superior court and for advancing court operations. The Court Enhancement fee shall be received by the court in a manner consistent with the Arizona Supreme Court Accounting Standards and deposited with the County Treasurer on a monthly basis for deposit into the Court Enhancement Fund. Interest earned on fund monies shall be deposited into the fund.
- 5.2 Justice Court Enhancement Funds.** The Justice Court Enhancement Funds shall be established as a non-reverting special revenue fund for each Justice Court to provide the courts with supplemental funding for any expenditures as

determined by the court.

The utilization of each Justice Court's Enhancement Fund will be incorporated into the court's fiscal year's budget planning cycle. Each Justice Court will submit an enhancement fund decision package to the Board of Supervisors for approval.

When the need to utilize enhancement funds arises outside of the regular budget process, the Justice Court will submit its request through the Superior Court Presiding Judge for a recommendation, and to the County Administrator for approval.

Justice Court Enhancement Funds may only be used to pay personnel costs under the following conditions: 1) The employee must be a temporary employee, 2) the need for the position must be based on a specific requirement or project, and 3) approval is limited to one budget year, subject to subsequent renewal during the regular budget process.

The Enhancement Fund shall be used to supplement, but not supplant, budgeted funds. Interest earned on fund monies shall be deposited into the Fund. The Office of Court Administration will be responsible for record keeping of any expenditures from this Fund.

- 5.3 Justice Court Security Fund.** The Justice Court Security Fund shall be established as a non-reverting special revenue fund to provide the Justice Courts with supplemental funding for court security. The fund shall be administered by Court Administration and expenditures shall be as determined by the Presiding Judge and Justices of the Peace. The Justice Court Security Fund shall be used to supplement, but not supplant, budgeted funds. Interest earned on fund monies shall be deposited into the fund.

SECTION 6: Petition for Conciliation/Mediation

- 6.1 Petition for Conciliation/Mediation Services.** The Cochise County Superior Court may collect a fee of \$65.00 upon the filing of a Petition for Conciliation/Mediation services not associated with a domestic relations matter filed in the Superior Court.
- 6.2 Post Decree Mediation Services.** The Cochise County Superior Court may collect a fee of \$35.00 upon the filing of any post decree petition for custody or parenting time or to modify custody or parenting time or for other services provided by the Family Conciliation Court.

6.3 Deposit into Conciliation/Mediation Fund. The fees shall be received by the court in a manner consistent with the Arizona Supreme Court Accounting Standards and deposited with the County Treasurer on a monthly basis for deposit into the Conciliation/Mediation Fund.

SECTION 7: WAIVE/SUSPEND/DEFER

7.1 Waive, suspend, and defer fees. Any Superior Court Judge, Justice of the Peace, Justice of the Peace Pro Tempore, or Hearing Officer may waive, suspend or defer payment of all or part of any fee upon a determination of economic hardship as defined by the Federal Poverty Guidelines on the part of the defendant or in the interest of justice.

JUDICIAL ADMINISTRATIVE FEE SCHEDULE (Effective _____, 2008)

Justice Court Warrant Fee	\$100.00
Justice Court Suspension Fee	\$ 75.00
Justice Court Enhancement Fee	\$ 15.00
Justice Court Enhancement Time Payment Fee	\$ 20.00
Justice Court Security Fee	\$ 20.00
Superior Court Enhancement Fee	\$ 50.00
Superior Court Conciliation/Mediation Services Fee	\$ 65.00
Superior Court Post Decree Mediation Service Fee	\$ 35.00

Effective _____

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

Director, HSS

Submitted By: Mary Gomez, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 2

Submitted for Signature:

NAME of PRESENTER: Mary Gomez

TITLE of PRESENTER: Director, HSS

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 IGA number ADHS 12-020641 between the Arizona Department of Health Services and Cochise Health and Social Services in the amount of \$45,000 for the term 4/16/12 through 4/30/13.

Background:

The Az Department of Health Services is offering these IGAs to all counties interested in pursuing accreditation by the National Association of County and City Health Officials (NACCHO). The importance of achieving this accreditation status is being strongly communicated by AzDHS and that agency is willing to help offset the expenses associated with preparation for the accreditation process. The focus of this IGA will be on the completion and analysis of a Community Health Assessment for our County. If approved to accept this IGA, CHSS would hire a consultant to assist with contract deliverables so there would be no additional employee expenses and no County match required. The way the IGA is structured, we receive payment after each deliverable is accomplished and we can opt out at any time. Acceptance of this IGA is not a commitment that we will pursue full accreditation in the future.

Department's Next Steps (if approved):

Work with Procurement to determine best candidate/agency to hire as consultant.

Impact of NOT Approving/Alternatives:

No funding to assist with preparation for accreditation.

To BOS Staff: Document Disposition/Follow-Up:

Sign 2 hard copies of IGA and return to Mary Gomez.

Attachments

IGA ADHS 12-020641

Contract Number ADHS12-020641	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement of Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

Contract Number ADHS12-020641	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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2. Contract Type.

This Contract shall be: (check one)

Fixed Price

3. Contract Interpretation.

- 3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1 Terms and Conditions;
 - 3.3.2 Statement or Scope of Work;
 - 3.3.3 Attachments;
 - 3.3.4 Referenced Documents.
- 3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

Contract Number ADHS12-020641	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services

- 4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1 Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2 State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A R S. § 35-181.03
- 4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10 Property of the State.
 - 4.10.1 Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2 Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS12-020641	

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

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

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

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

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section

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A.R.S. § 23-214, Subsection A

- 4.12 Scrutinized Businesses In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 4.13 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments**

- 5.1 Payments Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.2 Recoupment of Contract Payments
 - 5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.
 - 5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.
 - 5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.
 - 5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.
- 5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.
- 5.4 Applicable Taxes

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5.4.1 *State and Local Transaction Privilege Taxes* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

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

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

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

5.6.1 Accept a decrease in price offered by the Contractor;

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

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

5.6.4 Cancel the Contract

6. Contract Changes

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

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

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

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7. Risk and Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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

9. State's Contractual Remedies

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

9.2 Stop Work Order.

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

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

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

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

10. **Contract Termination**

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

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

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

10.4 Termination Without Cause.

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

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

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

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

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

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

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

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

12. **Communication**

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

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

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13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.
14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.
15. **Fingerprint and Certification Requirements/Juvenile Services.**
- 15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.
- 15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.
16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.
17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.
18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

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A. Background

The Arizona Department of Health Services (ADHS) is committed to achieving accreditation through the voluntary Public Health Accreditation Board (PHAB). The accreditation process focuses on improving public health services and outcomes by implementing Quality Improvement (QI) practices. In response to the accreditation standards, ADHS created the Managing for Excellence Program (MEP) concentrating on the accreditation requirements. In 2011 the Strategic Plan, one (1) of three (3) PHAB prerequisites, was updated. In 2012 ADHS will focus on the remaining two (2) PHAB prerequisites, a comprehensive 'Statewide Community Health Assessment' and the 'State Health Improvement Plan' (SHIP). An important component of the planning process is organizing partnerships across the State, collaborating with County Health Departments, and sharing information gathered from Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP).

ADHS has available funds to promote the implementation of County Health Department CHAs and CHIPs. With funding from ADHS, this initiative is intended to expedite the process for County Health Departments by providing an opportunity to conduct a CHA and CHIP that can be used to satisfy measures for PHAB accreditation for the State and for the County.

B. Objective

Provide support to the County Health Departments in conducting a CHA and a CHIP.

1. The CHA is a collaborative process of collecting and analyzing data and information for use in educating and mobilizing communities, developing priorities, garnering resources and planning actions to improve the population's health. CHA must meet minimum standards as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 1, Standard 1.1: Conduct a Collaborative Process Resulting in a Comprehensive Community Health Assessment.
2. The CHIP is a long-term, systematic plan to address issues identified in the CHA. The purpose of the CHIP is to describe how the health department and the community it services will work together to improve the health of the population. CHIP must meet minimum requirements as defined in the PHAB Guide to National Public Health Department Accreditation Version 1.0, Domain 5, Standard 5.2: Conduct a Comprehensive Planning Process Resulting in a Community Health Improvement Plan.

C. Tasks

The County Health Department:

1. Shall develop a CHA and CHIP implementation plan to include:
 - 1.1. Name and title of the individual fulfilling the leadership role;
 - 1.2. Names, titles and contact information for the assembled CHA or CHIP Team;
 - 1.3. Names, titles and contact information for identified partners and stakeholders;
 - 1.4. The process/model used to conduct the CHA and the CHIP to include:
 - 1.4.1. Justification on the process/model used and how it meets the minimum PHAB accreditation standards requirements.
 - 1.4.2. An outline of the health indicators being assessed with an explanation of why the indicators were chosen.
 - 1.5. Key steps and activities;

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- 1.6. Indicators of success for each key step and/or activity;
- 1.7. Timeline for each key step and/or activity; and
- 1.8. Intention to develop a Strategic Plan under this Contract
2. Shall attend three (3) ADHS trainings on the development and implementation of the CHA, CHIP and Strategic Plan.
3. Shall conduct a CHA and CHIP analysis of findings that includes:
 - 3.1. County profile and demographics,
 - 3.2. Overview of the methodology and approach to the health assessment,
 - 3.3. Documentation of findings, and
 - 3.4. Assessment results.
4. **May opt to :**
 - 4.1. Create a comprehensive Strategic Plan for the County Health Department

D. Approvals

Receive approval from ADHS during the performance of the Contract on the following items:

1. CHA Implementation work plan,
2. CHA Analysis,
3. CHIP Implementation work plan, and
4. Final CHIP Analysis.

E. Resources/Reference Documents

1. The National Association of County and City Health Officials (NACCHO) <http://www.naccho.org/>:
 - 1.1 [Community Health Assessment and Improvement Planning](#)
 - 1.2 <http://www.naccho.org/topics/infrastructure/CHAIP/cha.cfm>
2. Tools to assist in conducting a CHA or CHIP:
 - 2.1 MAPP:
 - 2.1.1 [MAPP Handbook](#)
 - 2.1.2 [Example Workplan for the MAPP process and other MAPP publications](#)
 - 2.2 Connecticut Department of Public Health's [Guide and Template for Comprehensive Health Improvement Planning, Version 2.1](#)
 - 2.3 [Community Health Assessment and Health Reform](#)
3. The Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>.

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F. Deliverables

Deliverable	Due Date	Submit To ADHS:
Develop a draft CHA implementation work plan	May 15, 2012	Electronic copy of draft implementation plan & lead person identified
Develop a final CHA implementation work plan	June 15, 2012	Final work plan in electronic format
Conduct the CHA	September 30, 2012	Electronic Copy of the CHA with indicators and sample questionnaire
Analysis of CHA	November 30, 2012	Final report in e-format
Develop draft CHIP implementation work plan And notify ADHS of intent to complete Strategic Plan for county health department	December 30, 2012	Work plan electronic copy & letter of intent to complete strategic plan
Conduct a CHIP and provide analysis of findings	March 30, 2013	Electronic copy of post process evaluation of CHA/CHIP to include documentation of findings, assessment results, graphics
Contractor Expenditure Report (CER) (Attachment A)	Upon completion of contract deliverables on Price Sheet	CER to ADHS

G. Notices, Correspondence and Reports

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

Arizona Department of Health Services
Managing for Excellence Program
Attn: Pragathi Tummala, Acting Performance Improvement Manager
150 N. 18th Avenue, Suite 500
Phoenix, Arizona 85007
Telephone: (602) 364-4518
Facsimile: (602) 542-0883
Email: pragathi.tummala@azdhs.gov

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

Cochise County Health Department
Attn: Mary Gomez
1415 West Melody Lane, Building A
Bisbee, AZ 85603-3090
Telephone: 520-432-9609
Facsimile: 520-432-9698
mgomez@cochise.az.gov

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS12-020641	

Deliverable	Due Date	Submit to ADHS:	Amount
Draft CHA implementation plan	May 15, 2012	Electronic copy of implementation plan	\$10,000.00
CHA analysis of findings	September 30, 2012	Electronic copy of post process evaluation of CHA to include documentation of findings, assessment results, graphics	\$10,000.00
CHIP Implementation plan	December 30, 2012	Electronic copy of work plan	\$10,000.00
CHIP Final Analysis	March 30, 2013	Final report summarizing findings	\$10,000.00
Strategic Plan for County Health Department (optional)	March 30, 2013	Electronic Copy of Strategic plan	\$5,000.00
Total			\$45,000.00

Regular Board of Supervisors Meeting

Meeting Date: 05/08/2012

State and Federal Legislation Discussion

Submitted By: Katie Howard, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME na
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE na
of PRESENTER:

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

Information

Agenda Item Text:

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

Attachments

Agenda and 2012-13 Draft Budget



County Supervisors ASSOCIATION of arizona

1905 W. Washington St., Ste. 100, Phoenix, AZ 85009
(602) 252-5521 fax: (602) 253-3227

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE

AGENDA

May 4, 2012

Teleconference 1-866-228-9900

Access Code 326208#

[Web link](#)

County Supervisors Association

1905 W. Washington St.

Phoenix, AZ

9:00 a.m. Call to Order ~ *Immediate Past President David Tenney*

- A) Approval of the Minutes of the April 27, 2012, Legislative Policy Committee Meeting
- B) Budget Negotiations Update / *Sine Die* Update
- C) Legislative Bills for Discussion
 - 1) [HB 2018](#): missing child; reporting; offense (*Ugenti*)
 - 2) [HB 2826](#): consolidated election dates; political subdivisions (*Ugenti*)
 - 3) [HCR 2060](#): retirement benefits; public employees (*Kavanagh*)
 - 4) [HB 2815](#): employment; incentives; regulatory tax credit (*Mesnard*)
 - 5) [SB 1442](#): prime contracting; manufacturing facilities; infrastructure (*Yarbrough*)
 - 6) [SB 1449](#): recall; primary; general election (*Smith*)
- D) Update of CSA-sponsored Bills
 - 1) [HB 2360](#): flood control districts; immunity (*Fann*)
 - 2) [HB 2389](#): lease of county property; requirements (*Pratt*)
 - 3) [HB 2651](#): road enhancement improvement districts (*Burges*)
 - 4) [HB 2658](#): flood control authority; relinquishment; districts (*Pratt*)
- E) Other Business
- F) Next Meeting Date and Time (*Friday, May 11, 2012, OR To Be Determined*)
- G) Adjourn

FY2012-2013 State Budget: County Impacts

During the budget process identical budget bills are introduced in both the House and Senate chambers. The links in this document are to both of those bills. Please note as these bills are newly engrossed and the section numbers for each provision will be included in the final draft of this document.

<u>Budget Provision</u>	<u>Reference</u>
<u>Prison shift:</u> Repeals Triggered shift, from last year’s budget, SB1621.	HB2860/ SB1531
<u>Mandated county cash contributions</u> – Eliminated.	N/A
<u>HURF to MVD:</u> Eliminates the shift from HURF to MVD for FY2012-FY2013 as well as the small counties hold harmless provision, due to the elimination.	HB2855/ SB1526
<u>HURF to DPS:</u> Continues the transfer from HURF to DPS and withstands the statutory cap removal.	HB2852/ SB1523
<u>SVP/RTC Payments:</u> Continues county payments for 100% of RTC patients and 50% of SVPs housed at the AZ State Hospital. Includes "flexibility language" allowing the counties to pay through any county resource.	HB2857/ SB1528
<u>County Attorneys Fund:</u> Provides \$973,600 of ACJC grant monies.	HB2852/ SB1523
<u>Diversion of the Indigent Defense Fund:</u> Diverts the State Indigent Defense Fund to the GIITEM Fund Border Security and Law Enforcement Subaccount.	HB2860/ SB1531
<u>Law Enforcement Boating Safety Fund (LEBSF):</u> Appropriates funds to be used for LEBSF by the counties in the amount of \$2,183,800.	HB2852/ SB1523
<u>Justice of the Peace salaries:</u> Maintains the 80.75% county share.	HB2860/ SB1531
<u>Suspension of County Non-Supplanting Funding Requirements:</u> Suspends county non-supplanting requirements associated with funding for probation services, criminal case processing, and alternative dispute resolution programs.	HB2860/ SB1531
<u>Suspension of Grand Jury and Attorney Reimbursement:</u> Suspends the requirement that the Supreme Court reimburse counties 50% of the costs of grand juries and state-funded counsel assigned to first-time capital post-conviction relief proceedings.	HB2860/ SB1531
<u>State Capitol Post-Conviction Public Defenders Office:</u> Eliminates the Capital Post-conviction Public Defender Office and its Fund of \$161,000.	HB2860/ SB1531
<u>County Attorney Immigration Enforcement:</u> Maintains \$1,213,200 for county attorney immigration enforcement, including \$200,000 for the Maricopa County Attorney, and \$500,000 for the Maricopa County Sheriff.	HB2852/ SB1523
<u>ASRS Pension Contribution Rate:</u> Reversal of the current 47% employer and 53% employee contribution rate split to the original 50/50 split for the Arizona State Retirement System (ASRS) is included in a related measure HB2264 ASRS; employee; employer contributions; rate , the budget documents include the return of state employee contributions paid to the system in excess of the employer contributions from the effective date of the original change, June 30, 2011.	HB2852/ SB1523
<u>County Flexibility Language-</u> As session law, allows counties to use any source of county revenue to meet a county fiscal obligation for FY 2013. Additionally counties are required to report to the Director of JLBC on the intended amount and sources of funds by October 1, 2012.	HB2855/ SB1526
<u>Out of County Tuition-</u> Includes an appropriation of \$848,800 to the rural county reimbursement, Apache county will receive \$466,000 and Greenlee county \$382,800.	HB2852/ SB1523
<u>Congressional District 8 Special Election-</u> Includes an appropriation of \$1,900,000 from the General Fund for the CD-8 special district elections for the seat formerly held by Congresswoman Gabrielle Giffords.	HB2852/ SB1523
<u>Court Fund Sweeps-</u> For the next two Fiscal Years, FY2013 and 2014 the state is sweeping a total of \$6 million each year out of a combination of court funds as follows: State Aid to the Courts Fund, \$50,000; Alternative Dispute Resolution, \$200,000; Arizona Lengthy Trial, \$100,000; Public Defender Training, \$25,000; Judicial Collection Enhancement, \$400,000; Criminal Justice Enhancement, \$75,000; Drug Treatment and Education, \$150,000; Juvenile Probation Services Fund, \$5 million.	HB2852/ SB1523

Bills for Consideration
Legislative Policy Committee Meeting
May 4, 2012 (9:00 a.m.)

Bill Number	Short Title	Description	Comment
<i>Legislative Bills for Discussion</i>			
HB2018:	missing child; reporting; offense (<i>Ugenti</i>)	A person who has care or custody of a child under 9 years of age and who knows that the child has been missing for more than 24 hours is required to immediately report the child as missing to law enforcement. A violation is a class 5 felony. Amended in COW to include the requirement that AzPOST determine if 50 percent or more of a city's or town's police officer certifications have been revoked over a consecutive eight-year period they must notify the Attorney General, who must notify the county board of supervisors. The board may require, by majority vote, the county sheriff to assume the law enforcement functions of the city or town.	DPA Senate COW
HB2826:	consolidated election dates; political subdivisions (<i>Ugenti</i>)	Beginning with elections held in 2014, political subdivision elections, except special elections, can no longer be held in March or May and may only be held in even-numbered years.	Passed on House Final Read, 32- 28, transmitted to Governor
HCR2060:	retirement benefits; public employees (<i>Kavanagh</i>)	This legislation would require the 2012 general election ballot to carry the question of whether to amend the state Constitution to allow increases in member contributions or reductions in cost of living adjustments for the Elected Officials' Retirement Plan.	DP Senate COW

HB 2815:	employment; incentives; regulatory tax credit (<i>Mesnard</i>)	Beginning in tax year 2014, establishes an individual and corporate income tax credit for the creditable costs and expenses of “excessive regulation” (defined) incurred by a taxpayer. The credit is capped at \$1,000 for individuals and \$4,000 for corporations in tax years 2014 and 2015, and \$2,000 for individuals and \$8,000 in tax years 2016 and after. The unused credit may be carried forward for up to 10 consecutive taxable years. Establishes caps for the aggregate amount of credits in claims against different government entities. Establishes a process for claiming the credit, including approval by the Department of Revenue. An approved credit constitutes a debit against the general fund appropriation for a responsible state agency, a debit against state shared revenues for responsible counties and municipalities, and a debit against any other taxing entity’s monies in the custody of the State Treasurer for other taxing entities. All or part of an unclaimed credit may be sold or transferred under specified conditions. Additionally, the list of amounts subtracted from Arizona gross income for individual and corporate income tax purposes is expanded to include net capital gain included in federal adjusted gross income for the taxable year that is derived from an investment in a capital asset acquired after December 31, 2011, beginning with 25 percent of net capital gain in tax year 2013 and increasing 25 percent per tax year to 100 percent in tax year 2016 and after. Corporations may carryover net operating losses arising in tax years beginning with 2013 for 20 years, increased from 5 years.	DPA Senate COW
SB1442:	prime contracting; manufacturing facilities; infrastructure (<i>Yarbrough</i>)	This legislation requires the State Treasurer to pay a city, town or county, from the distribution base, the amount determined for the purpose of funding up to 80 percent of the cost of public infrastructure improvements for the benefit of a manufacturing facility. The bill requires that any associated improvement allowed by a project shall include a public infrastructure improvement that is made for the benefit of the manufacturing facility outside of the parcel or parcels of real property where the manufacturing facility is located.	DPA Senate Conference Committee
SB1449:	recall; primary; general election (<i>Smith</i>)	This bill as amended in conference committee would have required that the official against whom a recall petition has been filed and does not offer resignation within five days after the petition is filed, must be paid reasonable special election campaign expenses from the general fund of the state, county or municipality as determined by the legislature for a state officer, or as determined by the appropriate local governing body for county or other local officers. Additionally it stated that the amount must be paid after the special election has been held. Applies retroactively to expenses incurred for a recall election held in November of 2011, making it applicable to former Senator Russell Pearce.	DPA Senate Conference Committee

CSA Legislative Agenda

HB 2360:	flood control districts; immunity (<i>Fann</i>)	A county flood control district and its employees are not liable for any injury or property damage arising out of a flood control project when a reasonably adequate warning of any unreasonably dangerous hazard is given to potentially affected property owners.	Signed by Governor, Chapter 222
HB 2389:	lease of county property; requirements (<i>Pratt</i>)	The appointment of an appraiser is not required for the lease of county property valued at \$5,000 or less if the value has been estimated and justified by a market analysis based on comparable sales.	Signed by Governor, Chapter 254
HB 2651:	road enhancement district; governance (<i>Burges</i>)	Establish a mechanism where a BOS may be replaced by an independently elected board of directors for a Road Enhancement Improvement Districts.	Signed by Governor, Chapter 104
HB 2658:	flood control authority; relinquishments; districts (<i>Pratt</i>)	Clarify municipal responsibility for long-term impacts, such as maintenance costs, when the municipality acting as a floodplain administrator, makes these decisions and gives up floodplain administration duties.	Signed by Governor, Chapter 228