

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, July 10, 2012 at 9:00 AM

(Note Amended Start Time)

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

Adult Probation

1. Approve Proclamation declaring July 15th through 21st, 2012 as Probation, Parole and Community Supervision Week.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 26, 2012.
3. Approve the Court Consolidation Agreement between Cochise County and the City of Benson, effective July 1, 2012 through June 30, 2013.

Community Development

4. Approve the renewal of Contract 11-51-HFP-04 for Guardrail Repair and Replacement for the Community Development Highway and Floodplain Division to Brown and White, Inc. in the estimated amount of \$250,000 for the period of August 1, 2012 through July 31, 2013.
5. Approve the renewal of Contract 10-66-HFP-04 for Emulsified Asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the estimated amount of \$1,350,000 for the period of August 1, 2012 through July 31, 2013.
6. Approve the renewal of Contract 11-54-HFP-04 for Aggregate and Concrete Crushing at various County located pits for the Community Development Highway and Floodplain Division to various Contractors in the estimated aggregate amount of \$410,000 for the period of August 1, 2012 through July 31, 2013.
7. Adopt Resolution 12-24 to permanently delegate authority to the County Engineer to formally approve regulatory signing and markings on County maintained roads.

County Attorney

8. Approve renewal of Contract through June 30, 2013 for professional services with Catholic Community Services of Southern Arizona, Inc. for providing investigative and reporting services to the Court in adoption cases, as required by A.R.S. § 8-112.

County Sheriff

9. Approve the Arizona Criminal Justice Commission Drug Gang and Violent Crime Control Grant Agreement between the Arizona Criminal Justice Commission and the Cochise County Sheriff's Office for the period from July 1, 2012 through June 30, 2013, to cover overtime and fringe benefits equaling \$135,695 for members participating the Cochise County Sheriff's Office Narcotics Enforcement Team; County match is \$27,139.
10. Approve sub-grantee agreement (Reallocation) of equipment (10-AZDOHS-OPSG-777404-06) between the Arizona Department of Homeland Security and the Cochise County Sheriff's Office, effective April, 2012 through December 31, 2012, in the amount of \$23,000 from unallocated StoneGarden Grant funds, to purchase equipment to be utilized by the Sheriff's Office in direct support of the Operations StoneGarden initiative funded through the Arizona Department of Homeland Security.

County Treasurer

11. Approve establishment of a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the County.

Finance

12. Approve demands and budget amendments for operating transfers.

Health

13. Approve Amendment #5 to IGA #YH07-0007-04, Detention Inmate Inpatient Medical Care, between the Arizona Health Care Cost Containment System (AHCCCS) and Cochise Health & Social Services (CHSS), for the period from 1/1/12 to 12/31/12.

ACTION

Community Development

14. Adopt Resolution 12-25 authorizing staff to apply for a Planning Assistance for Rural Areas (PARA) grant, through the Arizona Department of Transportation, for technical assistance to complete the Cochise County Long-Range Transportation Plan.
15. Adopt Resolution 12-26 supporting a joint PARA grant application to Arizona Department of Transportation for a Feasibility Corridor Study in the Benson growth area.

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"

**Consent 1.
Adult Probation**

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

PROCLAMATION: Probation, Parole and Community Supervision Week

Submitted By: Livingston Sutro, Adult Probation

Department: Adult Probation

Presentation: No A/V Presentation

NAME Livingston Sutro

TITLE Chief Adult Probation

of PRESENTER:

of PRESENTER: Officer

ORGANIZATION NAME Cochise County Adult Probation

of PRESENTER: Department

Information

Agenda Item Text:

Approve Proclamation declaring July 15th through 21st, 2012 as Probation, Parole and Community Supervision Week.

Background:

The American Probation and Parole Association annually designates a week to promote and educate the general public on the advantages of probation, parole and community supervision programs within their state and local communities. This marks the second year Cochise County will have an opportunity to join in this event.

To BOS Staff: Document Disposition/Follow-Up:

Please call 432-8817 and Livingston Sutro will pick up the 5 copies of the signed document/proclamation and distribute as appropriate.

Attachments

PPCS proclamation

PROCLAMATION
Probation, Parole and Community Supervision Week

WHEREAS, the week of July 15-21 is nationally recognized as Probation, Parole and Community Supervision Week; and

WHEREAS, fifty-seven probation, parole and community supervision officers, working for federal, state and county agencies, serve Cochise County providing critical pre-trial, pre-sentence and post-adjudication assessment and monitoring of youthful and adult offenders; and

WHEREAS, these professionals assist and guide released offenders to a more stable, productive life in the communities in which they reside; and

WHEREAS, the criminal and juvenile justice systems in Cochise County could not operate without the hard work and commitment of these professionals who wear a variety of hats during the course of their workday, making a difference in the lives of the offenders they supervise; and

WHEREAS, Cochise County is pleased to pay tribute to this group of men and women who serve steadfastly in a sometimes dangerous and overlooked field.

THEREFORE, the Board declares the week of July 15-21, 2012, as PROBATION, PAROLE AND COMMUNITY SUPERVISION WEEK in the County and encourage all citizens to honor these professionals for their important record of public services faithfully rendered.

Approved and adopted this 10th day of JULY, 2012, by the Cochise County Board of Supervisors.

Richard Searle, Chairman

Patrick Call, Vice-Chairman

Ann English, Supervisor

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Minutes

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a
of PRESENTER:

TITLE n/a
of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Approve the Minutes of the regular meeting of the Board of Supervisors of June 26, 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, JUNE 26, 2012**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 26, 2012 at 10:00 a.m. in the Board of Supervisors' Conference Room, 1012 N. G Avenue, Douglas, Arizona. In attendance were Richard Searle, Chairman; Patrick Call, Vice-Chairman; Ann English, Supervisor; Michael Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Dave Fifer, Civil Deputy County Attorney; and Katie Howard, Clerk of the Board.

Chairman Searle called the meeting to order at 10:17 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.

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

CONSENT

Board of Supervisors

1. Approve an application for a Permanent Extension of Premises liquor license submitted by Mr. Wendell H. Gilbert for Pizzeria Mimosa located on 4755 E. Neapolitan Way in Hereford.
2. Adopt Resolution 12-23 to support the effort of the Arizona Commerce Authority to attract and locate an FAA National Test Range at the Tombstone Municipal Airport in Tombstone, Arizona, for unmanned aircraft systems (UAS) development.
3. Approve renewal of contract between the Board of Supervisors and County Administrator, effective July 1, 2012, in accordance with the terms as set forth in the attached exhibit.
4. Approve the Minutes of the regular meeting of the Board of Supervisors of June 12, 2012.

Community Development

5. Approve the comment letter to the Bureau of Land Management (BLM) regarding the preparation of an Environmental Impact Statement (EIS) and possible land use amendments for the Southline Transmission Project.

County Attorney

6. Approve the City of Tucson High Intensity Drug Trafficking Area (HIDTA) Grant Agreement (Cycle 22) in the amount of \$141,845 between the City of Tucson and Cochise County for the period January 1, 2012 through December 31, 2013.
7. Adopt Resolution 12-19 dissolving the establishment of the Sunsites Community Park Maintenance District and thereby rescinding Resolution 11-51.
8. Approve the renewal of Crime Victim Assistance Grant No. VC-13-019, in the amount of \$14,400 between the Arizona Criminal Justice Commission and Cochise County Attorney's Office, for the period July 1, 2012 through June 30, 2013.

Court Administration

9. Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective July 1, 2012 through December 31, 2014.

Elections & Special Districts

10. Approve replacement of Exhibit B, Cochise County Community College Districts by Election Precincts for Board of Supervisor Resolution 11-55, and approve replacement of Exhibit B, Cochise County Supervisorial Districts by Election Precincts for Board of Supervisor Resolution 11-53.

11. Adopt Resolution 12-20 cancelling the election of certain Precinct Committeeman for the 2012 Primary Election and appointing all candidates that filed to run for Precinct Committeeman in which no election is required.

Finance

12. Approve demands and budget amendments for operating transfers.

Warrant No. 59828-59829, 59860-60034, 60036-60040, and 60046-60053 were issued in the amount of \$1,575,156.73.

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

13. Adopt Resolution 12-21 to rescind Resolution 86-32 Vista Grande Septic Moratorium, effective immediately.

14. Approve the re-appointment of Dr. Gary Maluf to a fourth consecutive four-year term, August 1, 2012 - July 31, 2016 as the District No. 3 representative to the Cochise County Board of Health.

15. Approve the re-appointment of Linda Morin, RN to a third four-year term, August 1, 2012 - July 31, 2016 as the District No. 2 representative to the Cochise County Board of Health.

Information Technologies

16. Approve the Reciprocal and Non-Exclusive License Agreement, effective upon signature by the Board of Supervisors, to make certain facilities that are owned, leased, licensed, or controlled by each party available to the other party for the co-location of communications equipment and sharing of communications resources, in order to provide each party with radio coverage and microwave connectivity without charge to either party for their mutual benefit, in accordance with the terms set forth in the Agreement.

Procurement

17. Approve the renewal of Contract No. 10-53-SHF-03 for Food Service for Jail & Juvenile Facilities for the Sheriff and Juvenile Detention with Aramark Correctional Services in the estimated amount of \$465,000 from July 1, 2012 through June 30, 2013.

18. Approve award of contracts for Professional Services, Agreement No.12-26-BOS-03 A-D for transportation services for the Pima County Medical Examiner Contract to Espinosa Funeral Home in Bisbee and Douglas, Richardson's Funeral Home in Benson and Westlawn Mortuary in Willcox

Vice-Chairman Call made a motion to approve items 1-18 of the Consent Agenda. Supervisor English seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

19. Approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 12-31-PUR-03 to _____ at a cost of _____ \$ per column inch for the period of July 1, 2012 through June 30, 2013.

Mr. Dave Seward, Procurement Director presented this item. Mr. Seward explained that Procurement Department is recommending the award of the bid to the Arizona Range News, a weekly paper, which bid \$1.25 per column inch. He pointed out that the Sierra Vista Herald, a daily paper, also bid (\$2.00 per column inch). The total aggregate amounts are \$35,139.45 for the Arizona Range News and \$44,588 for the Sierra Vista Herald.

Vice-Chairman Call pointed out that the Sierra Vista Herald has much wider readership and the cost per person is actually lower than the Arizona Range News.

Supervisor English made a motion to approve an award of contract for Legal Advertising Services in accordance with ARS §11-255, and as per responses received to Invitation for Bids (IFB) No. 12-31-PUR-03 to the Arizona Range News at a cost of \$1.25 per column inch for the period of July 1, 2012 through June 30, 2013. Vice-Chairman Call seconded the motion.

Chairman Searle said he supported the motion because it saves the taxpayers \$10,000 per year.

Supervisor English pointed out that this information is available online, so the printed newspaper is not the only source for the public.

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

Elections & Special Districts

20. Accept the elections results certified and submitted by the Cochise County Elections Department as the official canvass for the Special General Election held on June 12, 2012.

Vice-Chairman Call made a motion to accept the elections results certified and submitted by the Cochise County Elections Department as the official canvass for the Special General Election held on June 12, 2012. Supervisor English seconded the motion.

Mr. Michael Ortega, County Administrator, presented this item. Mr. Ortega stated that overall the election went well. There were problems with one precinct; the inspector was ill, delaying the opening of that polling place. Board workers turned away nine voters, all of whom agreed to return later in the day. Two polling locations suffered mechanical problems. The machines were replaced and this did not affect the voters.

Vice-Chairman Call talked about so many people who are voting by mail and that the outside of the ballot envelope says to "return promptly", as mandated by state statute; he thinks the legislators should be asked to change that wording to "return by XXX date."

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

Facilities

21. Adopt Resolution 12-22 authorizing the Arizona Department of Transportation to execute a Joint Project Agreement hereby entered into between the State of Arizona and Cochise County for a pavement preservation project at the Bisbee-Douglas International Airport.

Supervisor English made a motion to adopt Resolution 12-22 authorizing the Arizona Department of Transportation to execute a Joint Project Agreement hereby entered into between the State of Arizona and Cochise County for a pavement preservation project at the Bisbee-Douglas International Airport.

Mr. Michael Ortega, County Administrator, presented this item. Mr. Ortega said they reviewed all runways and taxiways and provided the total cost of the pavement rehabilitation project, approximately \$37k. He is recommending that the County's 10 percent portion be taken out of the BDI contingency fund.

Chairman Searle recommended that if there were enough funds available, to re-do the signs for BDI.

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

Health

22. Approve the new IGA# ADHS12-021252, Population Health Policy Initiative, between the Arizona Department of Health Services (ADHS) and Cochise Health and Social Services (CHSS) in the amount of \$49,184 annually, for the period April 1, 2012 through March 31, 2015.

Ms. Mary Gomez, Health and Social Services Director presented this item using a PowerPoint presentation. Ms. Gomez explained that Ms. Suzanne Hagle, Tobacco and Chronic Disease Prevention Program Coordinator, is the implementer of this program. She described the three-year program: implementation strategies and goals; fiscal impact and funding sources; proposed use of funds (one half-time person with a County subsidy of \$9,354); the

populations to be served and planned activities; and the impact of not approving—current staff does not have capacity to aggressively promote these activities.

Vice-Chairman Call made a motion to approve the new IGA# ADHS12-021252, Population Health Policy Initiative, between the Arizona Department of Health Services (ADHS) and Cochise Health and Social Services (CHSS) in the amount of \$49,184 annually, for the period April 1, 2012 through March 31, 2015. Supervisor English seconded the motion.

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

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

Mr. Ortega said he would be attending the Good Neighbor Environmental Board meeting in El Paso, Texas on Thursday and Friday regarding water quality and environment topics.

SUMMARY OF CURRENT EVENTS BY BOARD MEMBERS

REPORT BY SUPERVISOR PAT CALL, DISTRICT NO. 1

Vice-Chairman Call reported will be attending the Ribbon Cutting Ceremony today; the Upper San Pedro Partnership Executive Committee meeting on Wednesday; a Change of Command Ceremony at Ft. Huachuca on Thursday and will try to make the Benson Economic Luncheon in Benson after that; and the Friday Report will feature Ms. Karen Ferrara.

REPORT BY SUPERVISOR ANN ENGLISH, DISTRICT NO. 2

Supervisor English deferred her report but plans on attending the Benson Economic Luncheon on Thursday.

REPORT BY SUPERVISOR RICHARD SEARLE, DISTRICT NO. 3

Chairman Searle will also be attending the Benson Economic Forum on Thursday. He complimented the Flood Control District staff for their coordination of projects and said we are as ready for the monsoons as we have ever been.

Chairman Searle adjourned the meeting at 10:42 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 6.26.12

59624	06/07/2012	Apria Healthcare, Inc.	\$160.50	59705	06/07/2012	Douglas, City of	\$95.12
59631	06/06/2012	AZ Public Service (APS)	\$1,772.27	59706	06/07/2012	ECCO Equipment Corp.	\$7,377.75
59632	06/06/2012	AZ Public Service (APS)	\$390.37	59707	06/07/2012	Election Systems & Software	\$3,427.12
59633	06/06/2012	AZ Public Service (APS)	\$7,418.01	59708	06/07/2012	Election Systems & Software	\$43.07
59634	06/06/2012	AZ Public Service (APS)	\$43,735.83	59709	06/07/2012	Election Systems & Software	\$13,134.62
59635	06/06/2012	AZ Water Company	\$165.19	59710	06/07/2012	Election Systems & Software	\$25.26
59636	06/06/2012	AZ Water Company	\$26.28	59711	06/07/2012	Elections Operations Services	\$46,537.13
59637	06/06/2012	Bella Vista Water Company-Liberty Water	\$1,137.32	59712	06/07/2012	Empire Southwest LLC	\$1,788.57
59638	06/06/2012	Benson, City of	\$71.33	59713	06/07/2012	Empire Southwest LLC	\$26,426.07
59639	06/06/2012	Bowie Water Improvement District	\$39.79	59714	06/07/2012	Federal Express Corporation	\$45.73
59640	06/06/2012	Bowie Water Improvement District	\$79.58	59715	06/07/2012	Federal Express Corporation	\$32.47
59641	06/06/2012	CenturyLink	\$182.52	59716	06/07/2012	Fleet Management Special Services Section	\$35.58
59642	06/06/2012	CenturyLink	\$60.52	59717	06/07/2012	Frank's Fix It Shop	\$187.50
59643	06/06/2012	CenturyLink	\$152.83	59718	06/07/2012	Frawley, Michael	\$404.00
59644	06/06/2012	Clear Springs Utility, Inc.	\$47.12	59719	06/07/2012	Granite Construction Company	\$13,160.56
59645	06/06/2012	Dorado Personnel, Sierra Vista Personnel	\$4,428.00	59720	06/07/2012	Granite Construction Company	\$11,825.43
59646	06/06/2012	Dorado Personnel, Sierra Vista Personnel	\$3,273.75	59721	06/07/2012	Hancock, Charles	\$62.72
59647	06/06/2012	Douglas, City of	\$1,013.93	59722	06/07/2012	HealthCare Systems Development	\$12,000.00
59648	06/06/2012	Douglas, City of	\$213.30	59723	06/07/2012	Hill Brothers Chemical Co.	\$652.45
59649	06/06/2012	Southwest Gas Corporation	\$203.95	59724	06/07/2012	Hillyard Inc.	\$4,272.82
59650	06/06/2012	Southwest Gas Corporation	\$957.40	59725	06/07/2012	Hodges Glass Co Inc	\$4,249.00
59651	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$1,109.13	59726	06/07/2012	Keefe Supply Company	\$2,145.64
59652	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$617.71	59727	06/07/2012	Language Connection LLC	\$1,960.00
59653	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$258.00	59728	06/07/2012	Legend Technical Services, Inc.	\$89.00
59654	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$3,421.54	59729	06/07/2012	LightSquared LP	\$246.39
59655	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$345.34	59730	06/07/2012	Linaryd, Bud	\$100.00
59656	06/06/2012	Sulphur Springs Valley Elec Coop, Inc.	\$516.77	59731	06/07/2012	Little Caesars	\$74.00
59657	06/06/2012	Waste Mgmt of AZ - Sierra Vista Hauling	\$198.21	59732	06/07/2012	Long, Jerrod D. DDS	\$829.00
59658	06/06/2012	Whetstone Water Improvement District	\$371.03	59733	06/07/2012	Macs Towing	\$98.00
59659	06/06/2012	Willcox, City of	\$562.05	59734	06/07/2012	Madrid, Isabel	\$190.00
59660	06/06/2012	Willcox, City of	\$751.09	59735	06/07/2012	Madrid, Isabel	\$125.00
59661	06/07/2012	ACE Hardware - Bisbee	\$194.45	59736	06/07/2012	Mattson, Luanne	\$3,043.86
59662	06/07/2012	Aegis Communications	\$100.00	59737	06/07/2012	Melinda Haun, R.N. CHPN	\$100.00
59663	06/07/2012	Alternative Counseling Service, Inc	\$495.00	59738	06/07/2012	Melinda Haun, R.N. CHPN	\$250.00
59664	06/07/2012	Alternative Counseling Service, Inc	\$2,249.00	59739	06/07/2012	Merle's Automotive Supply, Inc.	\$1,120.11
59665	06/07/2012	AmeriPride Linen and Apparel Service	\$321.37	59740	06/07/2012	Merle's Automotive Supply, Inc.	\$367.75
59666	06/07/2012	Anh Cao Pearson dba Pearson & Associates Court Int	\$425.00	59741	06/07/2012	Merle's Automotive Supply, Inc.	\$1,515.56
59667	06/07/2012	Apple, Inc.	\$8,588.00	59742	06/07/2012	Miller, Laura	\$349.50
59668	06/07/2012	Apple, Inc.	\$824.44	59743	06/07/2012	Oil Price Information Services, LLC	\$258.00
59669	06/07/2012	ARAMARK Services, Inc.	\$8,112.88	59744	06/07/2012	OPEX Corporation	\$2,465.00
59670	06/07/2012	AZ County Directors of Health Assc (ACDONA)	\$200.00	59745	06/07/2012	OverDrive, Inc.	\$15,000.00
59671	06/07/2012	AZ Department of Corrections - Douglas	\$2,488.82	59746	06/07/2012	Painting Etc. LLC	\$8,044.00
59672	06/07/2012	AZ Department of Corrections - Douglas	\$34.00	59747	06/07/2012	Panayiotis A. Ellinas, MD MPH	\$100.00
59673	06/07/2012	AZ Department of Corrections - Douglas	\$1,234.00	59748	06/07/2012	Panayiotis A. Ellinas, MD MPH	\$525.00
59674	06/07/2012	AZ Department of Corrections - Douglas	\$81.00	59749	06/07/2012	PC Scale Tower	\$302.50
59675	06/07/2012	AZ Department of Economic Security	\$29,586.87	59750	06/07/2012	Prisoner Trans Services America LLC (PTS)	\$3,500.00
59676	06/07/2012	AZ Department of Revenue	\$1,646.69	59751	06/07/2012	Pro Petroleum, Inc.	\$72,561.26
59677	06/07/2012	AZ Department of Transportation	\$2,347.83	59752	06/07/2012	Pro Petroleum, Inc.	\$36,108.07
59678	06/07/2012	AZ Range News	\$22.32	59753	06/07/2012	Puff, Diane M. (Dee)	\$386.84
59679	06/07/2012	AZ State Prison Complex - Fort Grant	\$215.00	59754	06/07/2012	Purcell's Western State Tire Company	\$7,630.50
59680	06/07/2012	AZ State Prison Complex - Fort Grant	\$84.25	59755	06/07/2012	Ray, Linda	\$365.00
59681	06/07/2012	Baird, Leslie A, CR	\$21.00	59756	06/07/2012	Ray, Linda	\$255.00
59682	06/07/2012	Baker & Taylor, Inc.	\$1,816.00	59757	06/07/2012	Reed, Cynthia - Court Reporter	\$500.00
59683	06/07/2012	Bejarano, Felix J.	\$42.36	59758	06/07/2012	Richard Steele	\$295.00
59684	06/07/2012	BetterMousepads.com	\$1,434.56	59759	06/07/2012	Ross, Ramiro	\$43.74
59685	06/07/2012	Bisbee, City of (Ambulance)	\$4,595.05	59760	06/07/2012	Safeway Stores Inc	\$46.86
59686	06/07/2012	Cardinal Health Inc.	\$93.50	59761	06/07/2012	Schlesinger, Aaron	\$1,229.20
59687	06/07/2012	CDW Government	\$84.82	59762	06/07/2012	Schlesinger, Aaron	\$17.50
59688	06/07/2012	Center for Disease Detection, LLC	\$594.00	59763	06/07/2012	Signs by Kurt	\$3,575.00
59689	06/07/2012	CenturyLink	\$462.01	59764	06/07/2012	Southwest Disposal LC	\$68.37
59690	06/07/2012	CenturyLink	\$91.88	59765	06/07/2012	Southwest Polygraph Services, Inc.	\$780.00
59691	06/07/2012	CenturyLink	\$135.74	59766	06/07/2012	Sparkletts	\$162.00
59692	06/07/2012	CenturyLink	\$61.14	59767	06/07/2012	Sparkletts	\$18.00
59693	06/07/2012	CenturyLink	\$30.99	59768	06/07/2012	Stamback Septic Service	\$447.32
59694	06/07/2012	Chief Supply Inc.	\$452.73	59769	06/07/2012	Stericycle Inc.	\$300.10
59695	06/07/2012	Chivers North America, Inc. dba AudioGO	\$263.93	59770	06/07/2012	SunTrust Leasing Corp.	\$55,395.84
59696	06/07/2012	Christopher Hitchcock PLC	\$75.00	59771	06/07/2012	TALX UC eXpress	\$3,022.25
59697	06/07/2012	Cochise Enterprises, LLC	\$2,324.00	59772	06/07/2012	Thompson West - West Payment Center	\$5,972.74
59698	06/07/2012	Concord General Contracting, Inc.	\$167,101.58	59773	06/07/2012	Thompson West - West Payment Center	\$602.00
59699	06/07/2012	Copper Queen Community Hospital	\$2,629.20	59774	06/07/2012	Treatment Ass. Screening Center, Inc. (TASC)	\$18.00
59700	06/07/2012	Copper Queen Community Hospital	\$525.79	59775	06/07/2012	Tucson Tallow Co., Inc.	\$375.00
59701	06/07/2012	Copper Queen Community Hospital	\$247.01	59776	06/07/2012	UniFirst Corporation	\$816.32
59702	06/07/2012	Copygraph Inc.	\$23,358.93	59777	06/07/2012	Union Distributing Company of Tucson	\$5,242.58
59703	06/07/2012	CRM of America LLC	\$4,930.68	59778	06/07/2012	United Pathology Inc.	\$15,000.00
59704	06/07/2012	Cuscito, Cindy K.	\$140.00	59779	06/07/2012	US Customs & Border Protection	\$80.00
				59780	06/07/2012	Uterhardt, Sandra	\$115.00

59781	06/07/2012	Valley Telephone Cooperative, Inc.	\$736.38	59858	06/13/2012	United States Treasury	\$100.00
59782	06/07/2012	Verizon Wireless	\$251.77	59859	06/13/2012	United Way	\$95.00
59783	06/07/2012	Verizon Wireless	\$22.79	59860	06/13/2012	AmeriGas - Sierra Vista	\$92.52
59784	06/07/2012	Verizon Wireless	\$37.36	59861	06/13/2012	AZ Water Company	\$5,897.83
59785	06/07/2012	Verizon Wireless	\$241.71	59862	06/13/2012	Benson, City of	\$291.34
59786	06/07/2012	Verizon Wireless	\$3,358.06	59863	06/13/2012	Bisbee Observer	\$17.69
59787	06/07/2012	Voyager Fleet System, Inc.	\$2,793.15	59864	06/13/2012	Bisbee, City of	\$7,346.95
59788	06/07/2012	Wal-Mart	\$32.01	59865	06/13/2012	CenturyLink	\$92.67
59789	06/07/2012	Waxie Sanitary Supply	\$66.59	59866	06/13/2012	Culligan of Tucson	\$109.07
59790	06/07/2012	Waxie Sanitary Supply	\$4,002.75	59867	06/13/2012	Elfrida Water Improvement	\$54.58
59791	06/07/2012	Wernette, Christina Lynn	\$35.00	59868	06/13/2012	Southwest Gas Corporation	\$46.67
59792	06/07/2012	Williams, Nancy N.	\$24.64	59869	06/13/2012	Southwest Gas Corporation	\$4,802.48
59793	06/07/2012	WR Ryan Company	\$4,515.10	59870	06/13/2012	Sulphur Springs Valley Elec Coop, Inc.	\$3,671.85
59794	06/07/2012	Zavadin, Norbert W.	\$24.64	59871	06/13/2012	Sulphur Springs Valley Elec Coop, Inc.	\$196.65
59795	06/07/2012	AZ Secretary of State	\$43.00	59872	06/13/2012	Verizon Wireless	\$205.19
59796	06/07/2012	Bonham, Marsha	\$3,543.29	59873	06/13/2012	Verizon Wireless	\$676.65
59797	06/07/2012	Cochise County Finance Revolving Fund	\$43.00	59874	06/13/2012	CenturyLink	\$4,862.28
59798	06/07/2012	Cochise County Finance Revolving Fund	\$99.00	59875	06/13/2012	CenturyLink	\$4,767.24
59799	06/07/2012	Cochise County Justice Court #2	\$350.00	59876	06/13/2012	Sprint	\$67.46
59800	06/07/2012	Cochise County Justice Court #3	\$3.00	59877	06/13/2012	Valley Telephone Cooperative, Inc.	\$471.95
59801	06/07/2012	DeBee, Jonathan Daniel	\$50.00	59878	06/14/2012	AFLAC	\$11,101.80
59802	06/07/2012	Deneke, Buffy	\$25.00	59879	06/14/2012	American Aluminum Accessories, Inc.	\$2,703.00
59803	06/07/2012	Deneke, Buffy	\$68.00	59880	06/14/2012	Amity, Inc.	\$2,090.00
59804	06/07/2012	English, Ann	\$882.63	59881	06/14/2012	Arias, Jessica Elizabeth	\$134.00
59805	06/07/2012	Garcia, Norma R.	\$500.00	59882	06/14/2012	AZ Department of Corrections	\$848.70
59806	06/07/2012	Godfrey, Marilyn	\$195.00	59883	06/14/2012	AZ Department of Corrections - Douglas	\$68.00
59807	06/07/2012	Nikitas, Danny	\$50.00	59884	06/14/2012	AZ Department of Corrections - Douglas	\$643.50
59808	06/07/2012	Slagle, Vicki	\$700.00	59885	06/14/2012	AZ Department of Corrections - Douglas	\$810.75
59809	06/07/2012	US Postal Service	\$10,000.00	59886	06/14/2012	AZ Department of Corrections - Douglas	\$24.00
59810	06/07/2012	US Postmaster	\$8.55	59887	06/14/2012	AZ Department of Corrections - Douglas	\$94.50
59811	06/07/2012	Wales, Shawn	\$25.76	59888	06/14/2012	AZ Department of Corrections - Douglas	\$29.75
59812	06/07/2012	Wyatt, Timothy L.	\$50.00	59889	06/14/2012	AZ Department of Corrections - Douglas	\$930.75
59813	06/07/2012	Acton, Monica	\$25.76	59890	06/14/2012	AZ Department of Corrections ASPC-Tucson	\$447.00
59814	06/07/2012	Chapman, John	\$21.28	59891	06/14/2012	AZ Department of Public Safety	\$6,674.50
59815	06/07/2012	De La Cruz, Noriko	\$114.59	59892	06/14/2012	AZ Department of Revenue	\$2.18
59816	06/07/2012	Denton, Jody	\$36.40	59893	06/14/2012	AZ Range News	\$2.56
59817	06/07/2012	Ellsworth, Ronald	\$85.00	59894	06/14/2012	AZ Range News	\$63.72
59818	06/07/2012	Gilligan, Judith	\$102.20	59895	06/14/2012	AZ Range News	\$7.44
59819	06/07/2012	Gomez, Mary	\$51.00	59896	06/14/2012	AZ State Hospital	\$20,801.00
59820	06/07/2012	Honorable David Morales	\$30.83	59897	06/14/2012	AZ State Prison Complex - Fort Grant	\$369.93
59821	06/07/2012	Mena, Maria	\$36.23	59898	06/14/2012	AZ State Prison Complex - Fort Grant	\$150.00
59822	06/07/2012	Oertel, Brian	\$42.56	59899	06/14/2012	AZ Supreme Court	\$45.00
59823	06/07/2012	Porter, Radi Ann	\$175.28	59900	06/14/2012	AZ Supreme Court	\$150.00
59824	06/07/2012	Ruelas, Maribel	\$85.12	59901	06/14/2012	AZ Water Company	\$441.59
59825	06/07/2012	Talbot, Kathleen	\$67.47	59902	06/14/2012	AZ Prosecuting Atty Advisory Council APAAC	\$1,200.00
59826	06/07/2012	Valenzuela, Esther	\$281.72	59903	06/14/2012	B & D Lumber & Hardware	\$60.57
59827	06/07/2012	Welch, Catherine	\$189.84	59904	06/14/2012	B&S Supply Co, Inc	\$1,487.46
59828	06/14/2012	AccentCare	\$1,014.93	59905	06/14/2012	Baird, Leslie A, CR	\$468.10
59829	06/14/2012	Radiology Ltd	\$2.66	59906	06/14/2012	Baker & Taylor, Inc.	\$798.67
59830	06/13/2012	AZ Department of Revenue	\$50.00	59907	06/14/2012	Bank of America	\$137,112.02
59831	06/13/2012	Bernal, Dagoberto	\$126.83	59908	06/14/2012	Benson Police Department	\$690.90
59832	06/13/2012	Burse & Associates, P.C.	\$229.08	59909	06/14/2012	Bisbee Observer	\$111.06
59833	06/13/2012	Citibank (South Dakota), N.A.	\$114.76	59910	06/14/2012	Brown-Page Mortuary, Inc.	\$650.00
59834	06/13/2012	CitiFinancial-Chandler	\$48.94	59911	06/14/2012	Bug-Wiser Exterminating, Inc.	\$690.00
59835	06/13/2012	Colonial Supplemental Insurance	\$29.50	59912	06/14/2012	Canyon State Wireless Inc.	\$1,500.00
59836	06/13/2012	Correction Officers	\$250.53	59913	06/14/2012	CDW Government	\$11,857.77
59837	06/13/2012	DCS	\$352.27	59914	06/14/2012	CDW Government	\$1,349.48
59838	06/13/2012	DeConcini McDonald Yetwin	\$296.02	59915	06/14/2012	Center Point Large Print	\$364.86
59839	06/13/2012	Discover Bank	\$231.67	59916	06/14/2012	CenturyLink	\$73.86
59840	06/13/2012	GMAC, c/o Jennifer A. Christie	\$117.04	59917	06/14/2012	CenturyLink	\$140.64
59841	06/13/2012	Hoover, Paul	\$65.88	59918	06/14/2012	CenturyLink	\$92.64
59842	06/13/2012	JP Morgan Chase	\$986,406.50	59919	06/14/2012	CenturyLink	\$30.05
59843	06/13/2012	JP Morgan Chase	\$40,013.27	59920	06/14/2012	CenturyLink	\$272.28
59844	06/13/2012	JP Morgan Chase	\$321,801.19	59921	06/14/2012	CenturyLink	\$419.81
59845	06/13/2012	NACO West	\$35,757.06	59922	06/14/2012	Chapman, John L.	\$250.00
59846	06/13/2012	National Bank	\$5,544.58	59923	06/14/2012	Cochise Enterprises, LLC	\$3,486.00
59847	06/13/2012	NYS Child Support Processing Center	\$496.98	59924	06/14/2012	Conklin Company, Inc.	\$4,456.69
59848	06/13/2012	NYS Child Support Processing Center	\$48.00	59925	06/14/2012	Crescent Electric Supply Co	\$2,575.37
59849	06/13/2012	NYS Child Support Processing Center	\$17.00	59926	06/14/2012	Dell Marketing L.P.,	\$2,508.89
59850	06/13/2012	Opal Financial, LLC	\$216.59	59927	06/14/2012	Dell Marketing L.P.,	\$1,248.83
59851	06/13/2012	Peru, Susan	\$146.88	59928	06/14/2012	Demco Inc.	\$485.76
59852	06/13/2012	Public Safety Retirement Syst	\$199.63	59929	06/14/2012	Desert Hawk Publications, Inc.	\$1,200.00
59853	06/13/2012	Public Safety Retirement Syst	\$758.56	59930	06/14/2012	Direct TV	\$23.00
59854	06/13/2012	Seidberg Law Offices, P.C.	\$351.73	59931	06/14/2012	Dorado Personnel, Sierra Vista Personnel	\$2,018.25
59855	06/13/2012	Support Payment Clearinghouse	\$6,512.49	59932	06/14/2012	Douglas, City of	\$75.96
59856	06/13/2012	TIAA-CREF as agent for JPMorgan Chase	\$2,339.00	59933	06/14/2012	Douglas, City of	\$10,950.00
59857	06/13/2012	U.S. Department of Education	\$159.91	59934	06/14/2012	Durham Communication	\$1,145.81

59935	06/14/2012	Earuss Electric	\$50.00	60012	06/14/2012	2012 AZ Public Fiduciary Boot Camp	\$600.00
59936	06/14/2012	ePoly Star, Inc.	\$3,875.00	60013	06/14/2012	Alco Discount Store	\$371.53
59937	06/14/2012	Gale Group	\$179.93	60014	06/14/2012	AZ Department of Environmental Quality	\$500.00
59938	06/14/2012	Gaylord Bros., Inc.	\$61.12	60015	06/14/2012	ASCET	\$50.00
59939	06/14/2012	Granite Construction Company	\$2,109.43	60016	06/14/2012	Bacaparra, Yolanda Manuela	\$100.00
59940	06/14/2012	Hall, Douglas Ray	\$555.08	60017	06/14/2012	Cochise County Treasurer / Petty Cash	\$18.02
59941	06/14/2012	Hillyard Inc.	\$6,092.06	60018	06/14/2012	Deneke, Buffy	\$952.00
59942	06/14/2012	Huachuca City, Town of	\$10,820.32	60019	06/14/2012	Guzman, Robert	\$100.00
59943	06/14/2012	JE Fuller/Hydrology & Geomorphology, Inc.	\$7,334.43	60020	06/14/2012	Hilb, Thomas J.	\$5.47
59944	06/14/2012	Jensen's Sierra Vista Mortuary	\$500.00	60021	06/14/2012	Prince, Jodi	\$8.40
59945	06/14/2012	Keefe Supply Company	\$1,324.19	60022	06/14/2012	Reeves, Barbara	\$38.26
59946	06/14/2012	Kone Inc.	\$338.50	60023	06/14/2012	Ryan, Collett	\$84.03
59947	06/14/2012	Language Line Services, Inc.	\$268.90	60024	06/14/2012	Searle, Richard	\$937.44
59948	06/14/2012	Language Line Services, Inc.	\$51.75	60025	06/14/2012	Zimmerman, Timothy C.	\$40.80
59949	06/14/2012	Lee Harbers, Consultant	\$6,285.00	60026	06/14/2012	Gomez, Mary	\$41.00
59950	06/14/2012	Madden Preprint Media	\$1,730.00	60027	06/14/2012	Lacombe, Kathleen A.	\$131.52
59951	06/14/2012	Madden Preprint Media	\$2,000.00	60028	06/14/2012	Lacombe, Kathleen A.	\$432.32
59952	06/14/2012	Maddux & Sons Inc	\$57,697.50	60029	06/14/2012	Lacombe, Kathleen A.	\$177.56
59953	06/14/2012	Manring, Donald Gene	\$8.40	60030	06/14/2012	Lueck, Elizabeth	\$95.00
59954	06/14/2012	Merle's Automotive Supply, Inc.	\$1,173.73	60031	06/14/2012	Pones, Rochelle	\$302.68
59955	06/14/2012	National Association of Counties (NACO)	\$2,404.00	60032	06/14/2012	Reyna, Benjamin Michael	\$159.27
59956	06/14/2012	Navarette, Alex	\$280.00	60033	06/14/2012	Sirois, Louise	\$67.20
59957	06/14/2012	Net Transcripts, Inc.	\$159.60	60034	06/14/2012	Steiger, Jennifer	\$66.41
59958	06/14/2012	Nguyen, Nga	\$700.80	60035	06/15/2012	AZ Department of Administration-Risk Mgmt	\$8,481.41
59959	06/14/2012	Nyander, Penny Sue	\$459.20	60040	06/18/2012	Bank One	\$50.19
59960	06/14/2012	Nyander, Penny Sue	\$228.00	60041	06/19/2012	AOC Corrections Officer Retire	\$17,388.05
59961	06/14/2012	OCLC Online Computer Library Center, Inc.	\$680.44	60042	06/19/2012	Citibank (South Dakota), N.A.	\$22.67
59962	06/14/2012	Office & Warehouse Storage Solutions	\$1,350.00	60043	06/19/2012	Correction Officers	\$12,633.30
59963	06/14/2012	Office Max	\$380.44	60044	06/19/2012	Public Safety Retirement Syst	\$65,406.47
59964	06/14/2012	Parent, Carol	\$28.56	60045	06/19/2012	Public Safety Retirement Syst	\$16,975.77
59965	06/14/2012	Penworthy Co	\$315.00				
59966	06/14/2012	Pitney Bowes, Inc.	\$955.00				
59967	06/14/2012	Porta-Pot	\$885.75				
59968	06/14/2012	Pro Petroleum, Inc.	\$12,958.27				
59969	06/14/2012	Recorded Books, LLC	\$564.26				
59970	06/14/2012	Reed, Cynthia - Court Reporter	\$596.40				
59971	06/14/2012	Reed, Cynthia - Court Reporter	\$500.00				
59972	06/14/2012	Riviera Finance	\$1,835.92				
59973	06/14/2012	Robie, Carl	\$4,400.00				
59974	06/14/2012	RWC International, LTD	\$9,118.79				
59975	06/14/2012	Schlesinger, Aaron	\$64.40				
59976	06/14/2012	Schlesinger, Aaron	\$11.00				
59977	06/14/2012	Schlesinger, Aaron	\$569.80				
59978	06/14/2012	SHI International Corp.	\$710.04				
59979	06/14/2012	Sierra Vista, City of	\$10.00				
59980	06/14/2012	Simmons, Frances Fitzhugh	\$10.00				
59981	06/14/2012	Simmons, Sylvia	\$180.00				
59982	06/14/2012	Solid Waste Assc of North America (SWANA)	\$233.00				
59983	06/14/2012	Southeastern AZ Behavioral HeaSEABHS, Inc.	\$139.70				
59984	06/14/2012	Southwest Disposal LC	\$68.37				
59985	06/14/2012	Southwest Polygraph Services, Inc.	\$4,000.00				
59986	06/14/2012	Sparkletts	\$18.00				
59987	06/14/2012	Sparkletts	\$22.50				
59988	06/14/2012	Sparkletts	\$27.00				
59989	06/14/2012	Sparkletts	\$7.60				
59990	06/14/2012	Sulphur Springs Valley Elec Coop, Inc.	\$90.89				
59991	06/14/2012	Sundance Engravers	\$72.92				
59992	06/14/2012	Technical Resource Management, Inc.	\$628.50				
59993	06/14/2012	Technical Resource Management, Inc.	\$1,181.80				
59994	06/14/2012	The Gordian Group, Inc.	\$12,101.22				
59995	06/14/2012	Union Distributing Company of Tucson	\$171.31				
59996	06/14/2012	United Fire Equipment Co	\$1,979.06				
59997	06/14/2012	Valley Imaging Solutions, Inc.	\$3,304.47				
59998	06/14/2012	Valley Telephone Cooperative, Inc.	\$32.37				
59999	06/14/2012	Valley Telephone Cooperative, Inc.	\$105.99				
60000	06/14/2012	Verizon Wireless	\$231.37				
60001	06/14/2012	Verizon Wireless	\$37.58				
60002	06/14/2012	Verizon Wireless	\$871.25				
60003	06/14/2012	Verizon Wireless	\$1,106.81				
60004	06/14/2012	Volunteer Interfaith Caregiver SV (VICaP)	\$722.26				
60005	06/14/2012	Waxie Sanitary Supply	\$497.67				
60006	06/14/2012	Western Emulsion, Inc	\$153,427.52				
60007	06/14/2012	White Cap	\$7,061.82				
60008	06/14/2012	Willcox Auto Parts Inc.	\$60.81				
60009	06/14/2012	Willcox, City of	\$189.87				
60010	06/14/2012	Wynne Chapel	\$920.12				
60011	06/14/2012	Young, Peter	\$100.00				

Regular Board of Supervisors Meeting**Meeting Date:** 07/10/2012

Approve FY 12-13 Benson Court Consolidation Agreement

Submitted By: Katie Howard, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****NAME** n/a
of PRESENTER:**Mandated Function?:****Recommendation:****# of ORIGINALS****Submitted for Signature:****TITLE** n/a
of PRESENTER:**Source of Mandate
or Basis for Support?:****Information****Agenda Item Text:**

Approve the Court Consolidation Agreement between Cochise County and the City of Benson, effective July 1, 2012 through June 30, 2013.

Background:

Cochise County entered into a court consolidation agreement with the City of Benson on July 1, 2004 (original attached); the agreement has been amended each year since. The current agreement will expire on June 30, 2012.

The agreement, which has been approved by the City of Benson, states that the parties agree to review the costs contained in Exhibit A of the agreement on an annual basis and make recommendations for adjustments as needed. The intent is for the cost of the consolidation to be neutral for Cochise County. Any costs above the revenue generated by the City Court are to be borne by the City. The preceding calendar year is the basis for the costs and revenues for the subsequent fiscal year to allow the City (and County) to budget accordingly.

Department's Next Steps (if approved):

Staff will notify the City of Benson that the agreement has been approved by the Board.

Impact of NOT Approving/Alternatives:

The court consolidation agreement with the City of Benson will expire and the City would have to take over providing City Court services.

To BOS Staff: Document Disposition/Follow-Up:

Please send one signed original to the City of Benson and a copy to Court Administration.

Attachments2004 Court Consolidation Agmt2012 Court Consolidation Agmt & Ltr from Benson

**COURT CONSOLIDATION AGREEMENT
BETWEEN THE CITY OF BENSON
and COCHISE COUNTY**

THIS IS AN AGREEMENT, made and entered into this _____ day of _____, 2004, by and between the County of Cochise, a body politic, hereinafter called "COUNTY" and the City of Benson, a municipal corporation, hereinafter called "CITY", which supersedes all prior court consolidation agreements, and is approved by the Presiding Judge of the Superior Court in and for Cochise County and the Justice of the Peace for Precinct III and Benson City Magistrate, and is created by the power and authority granted by the laws of the State of Arizona.

RECITALS

WHEREAS, COUNTY and CITY find it mutually beneficial to consolidate the Justice Court Precinct and the City Magistrate Court.

WHEREAS, such consolidation will eliminate confusion to the public and provide cost effective services to the residents of the area.

WHEREAS, the CITY and COUNTY are authorized to enter this Intergovernmental Agreement pursuant to Arizona Revised Statutes §22-101 et. seq., §22-402, and §11-951 et. seq.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

I. PURPOSE

The purpose of this agreement is to eliminate or mitigate duplication of criminal justice, personnel and facilities, and provide for the filing, in the Justice Court, of all traffic and criminal violations occurring within the City of Benson, except for ordinance violations which must be filed in the Magistrate Court.

II. LOCATION

The Magistrate Court will be located at the current location of the Justice Court, Precinct III, 126 W. 5th Street, Suite 1, Benson, Arizona.

III. DUTIES OF THE COUNTY

- A. The COUNTY will operate the Justice Court and will also be responsible for performance of the following related functions:
1. Defense of indigent defendants appearing before the Consolidated Court.

2. Transportation and incarceration of defendants appearing before the Justice Court as a result of citations issued by the Cochise County Sheriff's Department and the Arizona Department of Public Safety.
 3. Transportation and incarceration of defendants appearing before the Justice Court as a result of a public offense occurring outside the limits of the City of Benson.
 4. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints issued by the Cochise County Sheriff's Department or the Arizona Department of Public Safety.
 5. Service of process as required by law for parties appearing before the Justice Court as a result of a public offense or long form complaint occurring outside the limits of the City of Benson.
 6. Service of process as required by law for parties appearing before the Justice Court for all Orders of Protection and Injunctions Against Harassment.
- B. COUNTY, shall provide space for holding the Magistrate Court session and handling all Magistrate files. Additionally, COUNTY shall provide space for all the clerical personnel necessary for handling all Magistrate Court cases, both new and pending, and shall arrange for collecting any fines and scheduling trials. COUNTY shall staff the consolidated court as it deems appropriate.
- C. All such revenues generated by the Justice Court on behalf of the Magistrate Court shall be paid into the City of Benson Treasury as required by Arizona Revised Statutes §22-404.

IV. DUTIES OF CITY

- A. CITY shall cause all cases, which would otherwise be processed in the City Magistrate Court to be, referred to the Justice Court, except for all City Ordinance violations.
- B. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, CITY shall be responsible for performance of the following related functions:
1. Transportation and incarceration of defendants appearing before the Justice Court as a result of citations issued by the City of Benson Police Department.
 2. Transportation and incarceration of defendants appearing before the Justice Court as a result of a public offense occurring within the limits of the City of Benson.

3. Service of process as required by law for parties appearing before the Justice Court as a result of citations or long form complaints issued by the City of Benson Police Department.
 4. Service of process as required by law for parties appearing before the Justice Court as a result of a public offense or long form complaint occurring within the limits of the City of Benson.
 5. Service of process as required by law for parties appearing before the Justice Court for all matters arising under the ordinances of the City of Benson.
- C. CITY understands and agrees that, in consideration of COUNTY'S operation of the consolidated court, COUNTY shall be entitled to any and all fines, fees or other revenues for civil or criminal misdemeanor cases arising within the boundaries of Justice Court which are within the jurisdiction of Justice Court Precinct III or the Benson Magistrate Court, including those cases arising within the corporate limits of the City of Benson.
- D. CITY shall pay COUNTY rental for the use of said premises, and costs associated with processing said Magistrate Court cases, in an amount equal to the revenue generated by the Magistrate Court each month, to be paid in monthly installments on or before the 10th day of the following month. In the event that CITY fails to submit a monthly payment for any reason, COUNTY shall be entitled to demand the amount not paid and if CITY fails to submit such an amount within ten (10) days COUNTY may terminate this agreement effective upon delivery of written notice to the City Manager.
- E. CITY shall have the sole authority to select its City Magistrate, pursuant to law, and make all necessary arrangements to compensate said Magistrate for services. The compensation of the Magistrate shall be independent of said revenue and shall be the sole responsibility of the CITY.
- F. CITY shall have the sole financial responsibility for the costs of prosecution and its associated clerical support in the Consolidated Court. CITY may enter into a contract with a qualified attorney for these services, subject to the concurrence of the County Attorney and provided that this attorney is properly designated as a Special Deputy County Attorney in the manner required by law. In the absence of such a special deputy, the County Attorney will provide the necessary prosecution services, subject to reimbursement by CITY of the actual costs incurred by COUNTY.
- G. CITY shall be responsible for providing transportation to the designated facility for such prisoners who are taken into custody or, at the option of COUNTY, shall reimburse COUNTY for its costs in providing such transportation.
- H. CITY shall assume the sole financial responsibility for funding an additional part-time clerk, except for the provision of health insurance benefits which shall be provided by COUNTY, to assist the existing Court personnel handling the Magistrate Court cases.

This additional employee shall be hired as a Court employee, through the process applicable to all such employees; shall be subject to all applicable rules and regulations that apply to Court personnel; and shall attend all necessary trainings and perform such duties as directed by the Justice of the Peace or his designee. The County shall pay this clerk in the same manner, and with the same benefits as are provided to all such Court employees in similar circumstances. CITY shall reimburse COUNTY on a quarterly basis for all costs associated with this employee, based upon a written demand presented by the COUNTY that includes an itemization of all such costs incurred in the prior quarter. The CITY shall reimburse COUNTY for any additional equipment that may be necessary for this clerk in this same manner.

- I. As conditions precedent to the COUNTY'S obligation to provide services with respect to City Ordinances pursuant to the Addendum, CITY shall:
 1. Appoint the Justice of the Peace for Precinct III as Benson City Magistrate; and,
 2. Renew such appointment or make a new appointment in accord with Subparagraph 1 above as required by election of a new Justice of the Peace, election of a new City Council, resignation of an incumbent Justice of the Peace followed by appointment of another individual or otherwise.

The COUNTY shall have no duties or obligations pursuant to this Agreement unless such appointment has been made and accepted by the designated individual and is effective.

V. INDEMNIFICATION AND INSURANCE

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

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

VI. TERM AND TERMINATION

- A. The initial term of this agreement shall begin on July 1, 2004 and shall continue through June 30, 2005, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and COUNTY. Thereafter, the

agreement shall be automatically renewed for successive one-year terms for a period of (4) years starting July 1, 2005 unless terminated as provided herein.

- B. Either party may terminate this agreement as of the end of the initial contract term or any renewal, upon written notice to the other party no less than 180 days prior to expiration of the current term.
- C. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by CITY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the CITY, or its department of agencies is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.
- D. Pursuant to Arizona Revised Statutes §38-511, incorporated herein by reference, the parties understand and agree that this agreement is subject to cancellation by COUNTY or its department or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the COUNTY, or its department of agencies is, at any time, while the contract or any extension of the contract is in effect an employee or agent of any other party to the contract with respect to the subject matter of the contract.
- E. The parties do not anticipate any acquisition of joint property under this Agreement. In the event of termination, any property supplied by CITY pursuant to this Agreement shall be and remain the property of CITY. Any property owned or purchased by COUNTY, which is used to provide the services pursuant to this Agreement shall be and remain the property of COUNTY.

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

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

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law, the parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandated that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. Both parties shall comply with: (1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; (2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; and (3) all applicable provisions of the Americans Disabilities Act (Public Law 101-336, 42 U.S.C. §12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

XI. APPROVAL OF THE PARTIES

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

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the CITY has caused this agreement to be executed by its Council on the 17th day of May, 2004, with an effective date of July 1, 2004.

APPROVED:
COUNTY OF COCHISE

By: _____
PATRICK CALL
Chairman

ATTEST:

By: _____
Nadine M. Parkhurst, Clerk
Board of Supervisors

APPROVED:
CITY OF BENSON

By: George Scott
GEORGE SCOTT
Mayor

ATTEST:

By: Karen H. Johnson
Karen H. Johnson, Clerk
City of Benson

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED
BY THE LAWS OF THE STATE OF ARIZONA TO THE CONTRACTING AGENCIES:

APPROVED:
COUNTY OF COCHISE

By: _____
Deputy County Attorney

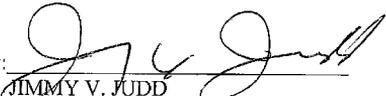
APPROVED:
CITY OF BENSON

By: 
City Attorney

APPROVED:
**SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE**

By: _____
THOMAS COLLINS
Presiding Judge

APPROVED:
**JUSTICE COURT, PRECINCT III
CITY MAGISTRATE**

By: 
JIMMY V. JUDD
Justice of the Peace/City Magistrate

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

THIS IS AN AGREEMENT, made and entered into as of the 11th day of June, 2012, by and between the County of Cochise, a body politic, [hereinafter “**COUNTY**”] and the City of Benson, a municipal corporation [hereinafter “**CITY**”] and is approved by the County Board of Supervisors, the Benson City Mayor and Council, the Presiding Judge of the Superior Court in and for Cochise County, the Cochise County Attorney, and the Justice of the Peace for Precinct 3, as authorized by the powers and authority granted by the laws of the State of Arizona.

RECITALS

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

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

II. NAME AND LOCATION

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

III. DUTIES OF THE COUNTY

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

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

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

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

IV. DUTIES OF CITY

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

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

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

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

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

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

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

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

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

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

V. INDEMNIFICATION AND INSURANCE

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

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

VI. TERM AND TERMINATION

A. The term of this Agreement shall begin on July 1, 2012 and shall continue through June 30, 2013, provided that it shall become effective only upon filing with the Cochise County Recorder, after having been approved by the CITY and the COUNTY. Thereafter, the Agreement shall be subject to renewal and renegotiation based upon changes in costs from economic assumptions contained in Exhibit A, for successive one-year terms unless terminated as provided herein. The parties shall give each other written notice of any proposed changes in costs under this Agreement at least 90 days prior to the end of any term of this Agreement.

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

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

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

VII. WAIVER

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

VIII. ENTIRE AGREEMENT

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

IX. RIGHTS OF THE PARTIES ONLY

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

X. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

XI. APPROVAL OF THE PARTIES

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

IN WITNESS WHEREOF, the **COUNTY** has caused this instrument to be executed by Chairman of its Governing Board and attested to by the Clerk of said Board; and the **CITY** has caused this Agreement to be executed by its Mayor and Council and attested to by the Clerk of said Council on the 11th day of June, 2012.

APPROVED:

COUNTY OF COCHISE:

By: _____
Richard Searle
Chairman

ATTEST:

By: _____
Katie Howard, Clerk
Board of Supervisors

APPROVED:

SUPERIOR COURT IN AND FOR
THE COUNTY OF COCHISE

By: _____
Hon. Wallace R. Hoggatt
Presiding Judge

COCHISE COUNTY ATTORNEY

By: _____
Edward G. Rheinheimer
Cochise County Attorney

APPROVED:

CITY OF BENSON:

By: 
Lori McGoffin
Acting Mayor

ATTEST:

By: 
Vicki L. Vivian, Clerk
City of Benson

APPROVED:

JUSTICE COURT, PRECINCT 3
CITY MAGISTRATE

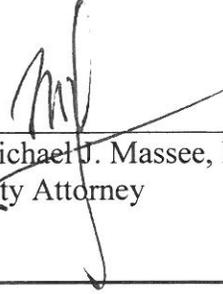
By: _____
Hon. Joseph Knoblock
JP/City Magistrate

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

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

Approved as to form this 11 day of June, 2012.

By: 

Michael J. Masee, Esq.
City Attorney

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

This _____ day of June, 2012.

By: _____
Britt Hanson, Esq.
Deputy County Attorney

Exhibit A

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

I. Revenues

From the Court (City)	\$ 62,580
Payment Due from the City (FY 2012):	\$ 59,228
	<hr/>
Total Revenues -	\$121,808

II. Costs

A. Prosecution - Credit for Prosecution provided by City at Attorney and Legal Support:	\$ (\$80,046)
B. Defense:	\$ 8,800
C. Jail Costs:	\$ 150,580
D. Court Costs (staffing)	\$ 44,691
F. Operations:	\$ 3,461
	<hr/>
Summary of Total Costs:	\$ 127,486
Overpayment FY 2011	\$ 5,679
	<hr/>
Total FY 2012 Costs	\$ 121,808

(Cost estimates do not include cost for space)



June 19, 2012

Cochise County Board of Supervisors
Attn: Katie Howard, Clerk
1415 Melody Lane
Bisbee, AZ 85603

Re: Court Consolidation Agreement

:

Dear Ms. Howard:

Please find enclosed two signed copies of the Court Consolidation Agreement between Cochise County and the City of Benson. Please sign and return one copy to the City of Benson for our records.

Sincerely,

Danna Judd,
Deputy City Clerk

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2012 JUN 21 A 11:22

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Contract Renewal - Guardrail Repair & Replacement

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract 11-51-HFP-04 for Guardrail Repair and Replacement for the Community Development Highway and Floodplain Division to Brown and White, Inc. in the estimated amount of \$250,000 for the period of August 1, 2012 through July 31, 2013.

Background:

This will be the first renewal of Contract No. 11-51-HFP-04 approved by the Board of Supervisors on July 12, 2011. Brown and White have agreed to hold their pricing firm for the contract renewal period.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This requirement has been budgeted in the FY 2012-13 Annual Work Plan



Community Development

Regular Board of Supervisors Meeting**Meeting Date:** 07/10/2012

Contract Renewal - Emulsified Asphalt Products

Submitted By: Dave Seward, Procurement**Department:** Procurement**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME** N/A**TITLE** N/A**of PRESENTER:****of PRESENTER:****Mandated Function?:** Federal or State Mandate**Source of Mandate
or Basis for Support?:****Docket Number (If applicable):****Information****Agenda Item Text:**

Approve the renewal of Contract 10-66-HFP-04 for Emulsified Asphalt products for the Community Development Highway and Floodplain Division to Western Emulsions, Inc. in the estimated amount of \$1,350,000 for the period of August 1, 2012 through July 31, 2013.

Background:

This will be the second renewal of Contract No. 10-66-HFP-04 approved by the Board of Supervisors on August 17, 2010. Western Emulsions has requested a price increase due to the increased cost of the polymer raw material and fuel costs in accordance with Bituminous Material and Fuel Adjustment index. The Highway and Floodplain Division have reviewed and approved this request.

Department's Next Steps (if approved):

Process purchase orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No action Required.

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

Fiscal Impact & Funding Sources (if known):

This requirement has been budgeted in th 2012-13 Annual Work Plan. Estimated expenditures do not include IGA work.

Attachments

Contract Renewal Agreement



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

May 30, 2012

Carl Wellman
Western Emulsions, Inc.
3900 E. Broadway Blvd
Tucson, AZ 85711

Re: Contract Renewal #10-66-HFP-04 – Road Materials – CRS-2 & CRS-2P

Dear Mr. Wellman:

The Cochise County Board of Supervisors approved the renewal of the above referenced contract on July 12, 2011 for the period of August 1, 2011 through July 31, 2012. The terms and conditions of the original agreement allow the option to renew the agreement for four additional one-year periods, if the conditions of the renewal can be satisfactorily negotiated. This will be the second of four possible renewal terms.

The County is considering the renewal of this agreement for the term of August 1, 2012 through July 31, 2013. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

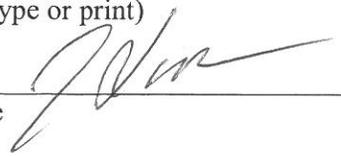
Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

_____ Agree to a one-year renewal with the changes shown on the attached. (Indicate your changes on a separate attachment and return it with this form).

Joe LaRusso Reg. Sales Rep.
Name (Type or print) Title
 6/6/12
Signature Date



April 27, 2012

Cochise County Procurement
Terry Hudson CPPB
1415 Melody Lane Bldg. C
Bisbee, AZ 85603

Western Emulsions respectfully requests a price increase on Contract #10-66-HFP-04 to be effective May 1, 2012 thru July 31, 2012. Since the original contract was negotiated back in July 2010 our raw material and fuel costs have risen dramatically. The product on this contract that has been affected the most by non-asphalt cost increases is CRS-2P. Per your meeting with Dave Schneuker we are asking for a \$19.00/ton increase on the polymer in CRS-2P and a \$6.00/ton freight increase on the CRS-2 and CRS-2P delivered prices. These increases were verified by the documents given to you during the meeting.

The new base prices will be as follows:

	CRS-2/ton delivered	CRS-2P/ton delivered
Benson/Tombstone	\$452.00	\$502.00
Bisbee/Sierra Vista	\$454.00	\$504.00
Douglas/Elfrida	\$458.00	\$508.00
Willcox/San Simon	\$458.00	\$508.00

If the County picks up CRS-2P at our Tucson plant the base price will be \$490.00. The CRS-2 base price will remain at \$415.00/ton

We greatly appreciate your understanding. Please contact Dave (520-906-1708) with your acceptance.

Sincerely,

Anne Miller
Controller

NM: #351372 CA: #672104 AZ: #093522

ARIZONA:
3900 E. Broadway Boulevard
Tucson, Arizona 85711
phone: (520) 522-7203
tollfree: (800) 513-4207
fax: (520) 798-3914
sales@westernemulsions.com

CALIFORNIA:
Three Monarch Bay Plaza, Suite 210
Dana Point California 92629
phone: (949) 248-8020
tollfree: (888) 705-4137
fax: (949) 248-8023
sales@westernemulsions.com

PLANT LOCATIONS:
Roswell, New Mexico
phone: (575) 347-9727
Tucson, Arizona
phone: (520) 624-4130
Irwindale, California
phone: (626) 358-8049
Billings, Montana
phone: (406) 628-1401



The Chemical Company

August 1, 2011

Mr. Bob Koleas
Western Emulsions
3 Monarch Bay Plaza #210
Dana Point, CA 92629

Dear Mr. Koleas:

As a result of continued and significant price increases that have impacted our business, in particular butadiene which has increased by over \$0.90 per pound since Jan 1, 2011, BASF finds it necessary to implement a price increase globally for all asphalt styrene-butadiene high solids latex polymers. This price increase is effective on **September 1, 2011**, or as contracts allow.

Prices will **increase \$0.05 per wet pound on all Butonal® NS 198, Butonal® NX 4190, and Butonal® NX 1122, and \$0.10 per wet pound on all Butonal® NS 175, Butonal® NX 1129, and Butonal® 4101.**

BASF remains firmly committed to the Asphalt Industry and being the technology leader of this important polymer. Please feel free to contact your BASF Account Manager with any questions or concerns.

Sincerely,

Marty Bormann
North American Sales Director
Adhesives and Construction Polymers
BASF Corporation

cc: Brett Towns

Polymer content
3% in CRS-2P
1 ton emulsion = 2000 lbs
2000 x 3% = 60 lbs
60 lbs x ↑.32/lb = 19.00 / ton



The Chemical Company

January 27, 2012

Mr. Ron Michaels
Western Emulsions
3900 E. Broadway Blvd.
Tucson, AZ 85711

Dear Mr. Michaels:

As a result of price increases that have impacted our business, in particular butadiene and styrene, BASF finds it necessary to implement a price increase globally for all asphalt styrene-butadiene high solids latex polymers. This price increase is effective on **February 27, 2012**, or as contracts allow.

Prices will **increase \$0.10 per wet pound on all Butonal[®]** products supplied to the North American Asphalt industry.

BASF remains firmly committed to the Asphalt Industry and being the technology leader of this important polymer. Please feel free to contact your BASF Account Manager with any questions or concerns.

Sincerely,

Marty Bormann
North American Sales Director
Adhesives and Construction Polymers
BASF Corporation

cc: Brett Towns



The Chemical Company

March 20, 2012

Mr. Bob Koleas
Western Emulsions
3 Monarch Bay Plaza #210
Dana Point, CA 92629

Dear Mr. Koleas:

As a result of price increases that have impacted our business, in particular butadiene and styrene, BASF finds it necessary to implement a price increase globally for all asphalt styrene-butadiene high solids latex polymers. This price increase is effective on **April 20, 2012**, or as contracts allow.

Prices will **increase \$0.12 per wet pound on all Butonal[®]** products supplied to the North American Asphalt industry.

BASF remains firmly committed to the Asphalt Industry and being the technology leader of this important polymer. Please feel free to contact your BASF Account Manager with any questions or concerns.

Sincerely,

Marty Bormann
North American Sales Director
Adhesives and Construction Polymers
BASF Corporation

cc: Brett Towns



ARIZONA DEPARTMENT OF TRANSPORTATION

BITUMINOUS MATERIAL PRICE ADJUSTMENT
dollars per ton

Month Bid	"IC"	Month Used	"CP"
Apr-12	\$ 585.00	Apr-12	\$ 585.00
Mar-12	\$ 568.00	Mar-12	\$ 568.00
Feb-12	\$ 558.00	Feb-12	\$ 558.00
Jan-12	\$ 551.00	Jan-12	\$ 551.00
Dec-11	\$ 537.00	Dec-11	\$ 537.00
Nov-11	\$ 543.00	Nov-11	\$ 543.00
Oct-11	\$ 548.00	Oct-11	\$ 548.00
Sep-11	\$ 551.00	Sep-11	\$ 551.00
Aug-11	\$ 549.00	Aug-11	\$ 549.00
Jul-11	\$ 545.00	Jul-11	\$ 545.00
Jun-11	\$ 530.00	Jun-11	\$ 530.00
May-11	\$ 521.00	May-11	\$ 521.00
Apr-11	\$ 514.00	Apr-11	\$ 514.00
Mar-11	\$ 505.00	Mar-11	\$ 505.00
Feb-11	\$ 496.00	Feb-11	\$ 496.00
Jan-11	\$ 484.00	Jan-11	\$ 484.00
Dec-10	\$ 480.00	Dec-10	\$ 480.00
Nov-10	\$ 480.00	Nov-10	\$ 480.00
Oct-10	\$ 482.00	Oct-10	\$ 482.00
Sep-10	\$ 486.00	Sep-10	\$ 486.00
Aug-10	\$ 490.00	Aug-10	\$ 490.00
Jul-10	\$ 496.00	Jul-10	\$ 496.00
Jun-10	\$ 501.00	Jun-10	\$ 501.00
May-10	\$ 485.00	May-10	\$ 485.00
Apr-10	\$ 470.00	Apr-10	\$ 470.00
Mar-10	\$ 453.00	Mar-10	\$ 453.00
Feb-10	\$ 443.00	Feb-10	\$ 443.00
Jan-10	\$ 430.00	Jan-10	\$ 430.00
Dec-09	\$ 419.00	Dec-09	\$ 419.00
Nov-09	\$ 407.00	Nov-09	\$ 407.00
Oct-09	\$ 417.00	Oct-09	\$ 417.00
Sep-09	\$ 425.00	Sep-09	\$ 425.00
Aug-09	\$ 419.00	Aug-09	\$ 419.00
Jul-09	\$ 410.00	Jul-09	\$ 410.00
Jun-09	\$ 413.00	Jun-09	\$ 413.00
May-09	\$ 411.00	May-09	\$ 411.00

BITUMINOUS MATERIAL PRICE ADJUSTMENT
dollars per metric ton

Month Bid	"IC"	Month Used	"CP"

(metric data not reported after March 2008)

DIESEL FUEL PRICE ADJUSTMENT
dollars per gallon

Month Bid	"IC"	Month Used	"CP"
Apr-12	\$ 3.47		
Mar-12	\$ 3.16	Mar-12	\$ 3.47
Feb-12	\$ 3.04	Feb-12	\$ 3.16
Jan-12	\$ 2.93	Jan-12	\$ 3.04
Dec-11	\$ 3.11	Dec-11	\$ 2.93
Nov-11	\$ 2.92	Nov-11	\$ 3.11
Oct-11	\$ 2.97	Oct-11	\$ 2.92
Sep-11	\$ 2.88	Sep-11	\$ 2.97
Aug-11	\$ 2.99	Aug-11	\$ 2.88
Jul-11	\$ 3.10	Jul-11	\$ 2.99
Jun-11	\$ 3.26	Jun-11	\$ 3.10
May-11	\$ 3.43	May-11	\$ 3.26
Apr-11	\$ 2.79	Apr-11	\$ 3.43
Mar-11	\$ 2.90	Mar-11	\$ 2.79
Feb-11	\$ 2.37	Feb-11	\$ 2.90
Jan-11	\$ 2.42	Jan-11	\$ 2.37
Dec-10	\$ 2.32	Dec-10	\$ 2.42
Nov-10	\$ 2.32	Nov-10	\$ 2.32
Oct-10	\$ 2.13	Oct-10	\$ 2.32
Sep-10	\$ 2.15	Sep-10	\$ 2.13
Aug-10	\$ 2.04	Aug-10	\$ 2.15
Jul-10	\$ 2.12	Jul-10	\$ 2.04
Jun-10	\$ 2.18	Jun-10	\$ 2.12
May-10	\$ 2.28	May-10	\$ 2.18
Apr-10	\$ 2.10	Apr-10	\$ 2.28
Mar-10	\$ 2.17	Mar-10	\$ 2.10
Feb-10	\$ 2.16	Feb-10	\$ 2.17
Jan-10	\$ 2.13	Jan-10	\$ 2.16
Dec-09	\$ 2.24	Dec-09	\$ 2.13
Nov-09	\$ 1.99	Nov-09	\$ 2.24
Oct-09	\$ 1.91	Oct-09	\$ 1.99
Sep-09	\$ 1.97	Sep-09	\$ 1.91
Aug-09	\$ 1.74	Aug-09	\$ 1.97
Jul-09	\$ 1.88	Jul-09	\$ 1.74
Jun-09	\$ 1.53	Jun-09	\$ 1.88
May-09	\$ 1.48	May-09	\$ 1.53

IC = Initial Cost for projects with bids opened during the month
CP = Current Price for projects under construction during the month

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Contract Renewal - Aggregate & Concrete Crushing

Submitted By: Dave Seward, Procurement

Department: Procurement

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?:

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the renewal of Contract 11-54-HFP-04 for Aggregate and Concrete Crushing at various County located pits for the Community Development Highway and Floodplain Division to various Contractors in the estimated aggregate amount of \$410,000 for the period of August 1, 2012 through July 31, 2013.

Background:

This will be the first renewal of Contract No. 11-54-HFP-04 approved by the Board of Supervisors on August 8, 2011. The Contractors that were awarded contracts are as follows:

AGE Contracting, Inc.

Maddux and Sons, Inc.

Harvey Trucking, Inc.

Bray Construction, Inc.

Harvey Trucking and Bray Construction have agreed to hold their pricing firm for the contract renewal period. AGE Contracting and Maddux and Sons have requested a price increase. The Highway and Floodplain Division have reviewed and approved the request.

Department's Next Steps (if approved):

Process Purchase Orders and monitor contract performance.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

No action Required.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

This requirement has been budgeted in th FY 2012-13 Annual Work Plan.

Attachments

Contract Pricing



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

May 30, 2012

Andi Gholson
 Bray Construction, Inc.
 7909 W. Glendale Ave.
 Glendale, AZ 85303

Re: Contract Renewal #11-54-HFP-04 -- Aggregate Crushing at County Located Pits

Dear Ms. Gholson:

The Cochise County Board of Supervisors approved the above referenced contract with your firm on August 8, 2011 for the period of August 1, 2011 through July 31, 2012. The terms and conditions of the original contract allow for the option to renew the contract for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this contract for the term of August 1, 2012 through July 31, 2013. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

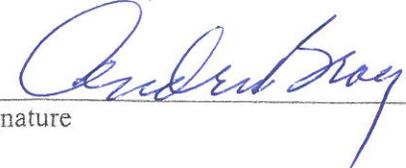
Sincerely,


 Terry Hudson, CPPB
 Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

ANDREW BRAY	PRESIDENT
Name (Type or print)	Title
	6/18/12
Signature	Date

ORIGINAL

SECTION FIVE – BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to process Crushed Aggregate at various pits located in Cochise County in compliance with all terms, conditions, specifications, and amendments in the solicitation.

Bid Item 1: Crushed Aggregate

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per tons
Sierra Vista – Hereford	\$ 6.58	\$ 5.87	\$ 5.60
Tombstone	\$ 6.50	\$ 5.75	\$ 5.50
Douglas	\$ 6.50	\$ 6.00	\$ 5.75
Willcox	\$ 6.25	\$ 5.75	\$ 5.50
Elfrida	\$ 7.50	\$ 7.00	\$ 7.00
Bowie – San Simon	\$ 6.00	\$ 5.75	\$ 5.70
Benson	\$ 5.50	\$ 5.40	\$ 5.25

Bid Item 2: Crushed Concrete without steel

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per tons
Sierra Vista – Hereford	\$ 8.75	\$ 8.40	\$ 8.25
Tombstone	\$ 8.80	\$ 8.45	\$ 8.30
Douglas	\$ 9.00	\$ 8.75	\$ 8.60
Willcox	\$ 8.25	\$ 8.00	\$ 7.90
Elfrida	\$ 9.25	\$ 9.00	\$ 8.80
Bowie – San Simon	\$ 8.50	\$ 8.25	\$ 8.00
Benson	\$ 8.50	\$ 8.25	\$ 8.00

BRAY CONSTRUCTION INC. ANDI GHOLSON
 Company Name Representative Name

SECTION FIVE – BID SUBMITTAL

Bid Item 3: Crushed Concrete with Steel

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per tons
Sierra Vista – Hereford	\$ 9.25	\$ 8.90	\$ 8.75
Tombstone	\$ 9.30	\$ 8.95	\$ 8.80
Douglas	\$ 9.50	\$ 9.25	\$ 9.10
Willcox	\$ 8.75	\$ 8.50	\$ 8.40
Elfrida	\$ 9.75	\$ 9.50	\$ 9.30
Bowie – San Simon	\$ 9.00	\$ 8.75	\$ 8.50
Benson	\$ 9.00	\$ 8.75	\$ 8.50

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms apply: % discount if paid within days or net 30 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 0 % if applicable.

BRAY CONSTRUCTION INC. ANDI GHOLSON
 Company Name Representative Name



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

May 30, 2012

Larry Harvey Jr.
Harvey Trucking, Inc.
2435 W. Curtis Road
Tucson, AZ 85705

Re: Contract Renewal #11-54-HFP-04 – Aggregate Crushing at County Located Pits

Dear Mr. Harvey:

The Cochise County Board of Supervisors approved the above referenced contract with your firm on August 8, 2011 for the period of August 1, 2011 through July 31, 2012. The terms and conditions of the original contract allow for the option to renew the contract for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this contract for the term of August 1, 2012 through July 31, 2013. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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

Sincerely,

Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

LARRY HARVEY
Name (Type or print)

CEO
Title

[Handwritten Signature]
Signature

June 5, 2012
Date

" ORIGINAL "

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

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

SECTION FIVE - BID SUBMITTAL

Bid Item 3: Crushed Concrete with Steel

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per tons
Sierra Vista - Hereford	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰
Tombstone	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰
Douglas	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰
Willcox	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰
Elfrida	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰
Bowie - San Simon	\$ 10 ⁰⁰	\$ 10 ⁰⁰	\$ 9 ⁹⁰
Benson	\$ 9 ⁰⁰	\$ 9 ⁰⁰	\$ 8 ⁹⁰

Payment Terms:

Indicate if a Prompt Payment discount is offered or standard net payment terms apply: 0 % discount if paid within 30 days or net 30 days after receipt of invoice.

Tax:

The County as applicable will add State of Arizona and other Arizona government sales taxes to the bid price. The County is exempt from F. E. T. Indicate tax rate to be applied 0 % if applicable.

Harvey Trucking Larry Harvey Jr.
 Company Name Representative Name



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov



May 30, 2012

Laurence Harvey
AGE Contracting, Inc.
P.O. Box 4588
Rio Rico, AZ 85648

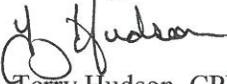
Re: Contract Renewal #11-54-HFP-04 – Aggregate Crushing at County Located Pits

Dear Mr. Harvey:

The Cochise County Board of Supervisors approved the above referenced contract with your firm on August 8, 2011 for the period of August 1, 2011 through July 31, 2012. The terms and conditions of the original contract allow for the option to renew the contract for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

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

Sincerely,

Terry Hudson, CPPB
Senior Buyer

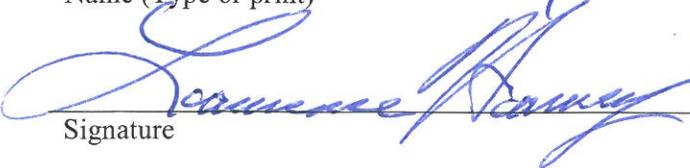
AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

LAURENCE HARVEY
Name (Type or print)

Pres
Title


Signature

6-5-12
Date

GEOGRAPHIC LOCATION	10,000 TO 19,999 TONS		20,000 TO 29,999 TONS		30,000 TO 39,999 TONS	
	UNIT PER PRICE PER TON		UNIT PER PRICE PER TON		UNIT PER PRICE PER TON	
BID ITEM 1: CRUSHED AGGREGATE						
SIERRA VISTA/HEREFORD		5.03	4.83			4.74
TOMBSTONE		5.16	4.96			4.87
DOUGLAS		5.03	4.83			4.74
WILCOX		6.03	5.83			5.74
ELFRIDA		5.03	4.83			4.74
BOWIE-SAN SIMON		7.27	6.07			5.98
BENSON		5.31	5.11			5.02
DRAGOON		6.44	6.24			6.15
BID ITEM 2: CRUSHED CONCRETE WITHOUT STEEL						
SIERRA VISTA/HEREFORD		6.52	6.32			6.23
TOMBSTONE		6.52	6.32			6.23
DOUGLAS		6.52	6.32			6.23
WILCOX		6.52	6.32			6.23
ELFRIDA		6.52	6.32			6.23
BOWIE-SAN SIMON		7.5	7.3			7.21
BENSON		6.52	6.32			6.23
BID ITEM 3: CRUSHED CONCRETE WITH STEEL						
SIERRA VISTA/HEREFORD		7.52	7.32			7.23
TOMBSTONE		7.52	7.32			7.23
DOUGLAS		7.52	7.32			7.23
WILCOX		7.52	7.32			7.23
ELFRIDA		7.52	7.32			7.23
BOWIE-SAN SIMON		8.5	8.3			8.21
BENSON		7.52	7.32			7.23



COCHISE COUNTY PROCUREMENT DEPARTMENT

1415 Melody Lane, Building C, Bisbee, AZ 85603

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

Website: www.cochise.az.gov

May 30, 2012

Lenard R. Maddux
Maddux and Sons, Inc.
4000 N. Leslie Canyon Rd.
Douglas, AZ 85607

Re: Contract Renewal #11-54-HFP-04 – Aggregate Crushing at County Located Pits

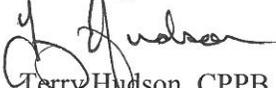
Dear Mr. Maddux:

The Cochise County Board of Supervisors approved the above referenced contract with your firm on August 8, 2011 for the period of August 1, 2011 through July 31, 2012. The terms and conditions of the original contract allow for the option to renew the contract for four additional one-year periods. If the conditions of the renewal can be satisfactorily negotiated, this will be the first renewal term.

The County is considering the renewal of this contract for the term of August 1, 2012 through July 31, 2013. Please indicate your decision below, then sign and return this letter to my attention. Renewal of your contract is solely at the County's discretion. Your response will be carefully evaluated to determine if a satisfactory renewal can be accomplished, or if rebidding will best serve the County's interest.

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Sincerely,


Terry Hudson, CPPB
Senior Buyer

AS AN AUTHORIZED REPRESENTATIVE OF THIS FIRM, I:

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

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

LENARD R. MADDUX
Name (Type or print)

PRESIDENT
Title


Signature

06/05/12
Date

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

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

SECTION FIVE - BID SUBMITTAL

TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees to process Crushed Aggregate at various pits located in Cochise County in compliance with all items, conditions, specifications, and amendments in the solicitation.

Bid Item 1: Crushed Aggregate

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per ton
Sierra Vista-Hereford	\$5.50	\$5.50	\$5.50
Tombstone	NO BID	NO BID	NO BID
Douglas	\$4.50	\$4.50	\$4.50
Willcox	NO BID	NO BID	NO BID
Elfrida	\$5.35	\$5.35	\$5.35
Bowie - San Simon	NO BID	NO BID	NO BID
Benson	NO BID	NO BID	NO BID

Bid Item 2: Crushed Concrete without steel

Geographic Location	10,000 to 19,999 tons unit price per ton	20,000 to 29,999 tons unit price per ton	30,000 to 39,999 tons unit price per ton
Sierra Vista-Hereford	\$6.50	\$6.50	\$6.50
Tombstone	NO BID	NO BID	NO BID
Douglas	\$5.50	\$5.50	\$5.50
Willcox	NO BID	NO BID	NO BID
Elfrida	\$6.35	\$6.35	\$6.35
Bowie - San Simon	NO BID	NO BID	NO BID
Benson	NO BID	NO BID	NO BID

MADDUX & SONS, INC
 Company Name

Lenard R Maddux

LENARD R. MADDUX
 Representative Name

6/5/2011

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Resolution for delegation of authority to County Engineer

Submitted By: Rorri Perez, Community
Development

Department: Community Development

Division: Highways

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS 1

Submitted for Signature:

NAME
of PRESENTER: Karen RiggsTITLE
of PRESENTER: County
Engineer

Docket Number (If applicable):

Mandated Function?: Not Mandated

Source of Mandate
or Basis for Support?:

Information

Agenda Item Text:

Adopt Resolution 12-24 to permanently delegate authority to the County Engineer to formally approve regulatory signing and markings on County maintained roads.

Background:

Resolution 11-32 was passed July 26, 2011 authorizing the County Engineer to formally approve regulatory signing and markings for one year. The resolution will expire August 1, 2012. We are asking to permanently retain delegated authority.

The Manual on Uniform Traffic Control Devices specifies that all signs, pavement markings, etc. need to have the oversight and support of the "public authority or the official having jurisdiction, for the purpose of regulating, warning or guiding traffic". The Arizona Revised Statutes further clarifies that the County Board is the public agency authority. Another section of the Statues also allows the Board to appoint a County Engineer and grant the Engineer whatever authority they deem necessary to keep the roads safe and operational. For a number of years, all regulatory signs went to the Board for ratification. Any proposed change in regulatory signing or markings requires an engineering study to support that change and, in almost all cases, the Board has had no issues with the engineering recommendations. Most jurisdictions in the state, if they have an engineer, have granted the authority to their engineer to make signing/markings determinations. It saves time for staff and the Board to not have to address every regulatory sign/markings and is more efficient in getting the signs up quickly as they are needed.

Department's Next Steps (if approved):

N/A

Impact of NOT Approving/Alternatives:

All regulatory signs/markings will have to go to the Board for approval.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the recorded documents to H&F ATTN: RORRI PEREZ

Attachments

Memo

Resolution 12-_____

Resolution 11-32



**COCHISE COUNTY
HIGHWAY AND FLOODPLAIN DEPARTMENT**



MEMORANDUM

DATE: June 22, 2012

TO: Board of Supervisors

FROM: Karen Riggs, P.E., County Engineer

SUBJECT: Resolution 12-____
Maintain the delegation of Authority to the County Engineer to Formally
Approve Regulatory Signing and Markings on County Maintained Roads

Recommendation: Staff recommends approval of the resolution.

Background: Resolution 11-32 was passed July 26, 2011 authorizing the County Engineer to formally approve regulatory signing and markings for one year. The resolution will expire August 1, 2012. We are asking to permanently retain delegated authority.

The *Manual on Uniform Traffic Control Devices* specifies that all signs, pavement markings, etc. need to have the oversight and support of the “public authority or the official having jurisdiction, for the purpose of regulating, warning or guiding traffic”. The Arizona Revised Statutes further clarifies that the County Board is the public agency authority. Another section of the Statues also allows the Board to appoint a County Engineer and grant the Engineer whatever authority they deem necessary to keep the roads safe and operational. For a number of years, all regulatory signs went to the Board for ratification. Any proposed change in regulatory signing or markings requires an engineering study to support that change and, in almost all cases, the Board has had no issues with the engineering recommendations. Most jurisdictions in the state, if they have an engineer, have granted the authority to their engineer to make signing/marketing determinations. It saves time for staff and the Board to not have to address every regulatory sign/marketing and is more efficient in getting the signs up quickly as they are needed.

Fiscal Impacts & Funding Source: Not applicable.

Next Steps/Action Items/Follow-up: Not applicable.

Impact of Not Approving: All regulatory signs/markings will have to go to the Board for approval.

RESOLUTION 12-__

**MAINTAIN THE DELEGATION AUTHORITY TO THE COUNTY
ENGINEER TO FORMALLY APPROVE REGULATORY SIGNING AND
MARKINGS ON COUNTY MAINTAINED ROADS**

WHEREAS, the Board of Supervisors has adopted by reference the *Manual on Uniform Traffic Control Devices*, US Dept. of Transportation, Federal Highway Administration, via their adoption of the *Cochise County Road Design & Construction Standards & Specifications for Public Improvements*, revised, October 11, 2005; and

WHEREAS, the *Manual* requires that all signing and markings be approved by the public agency responsible for the roads that it maintains based on an engineering report/analysis; and

WHEREAS, the Arizona Revised Statutes, A.R.S. § 28-627 (A) gives the Board of Supervisors (“the Board”) the authority to place and maintain such traffic control devices upon highways under their jurisdiction to regulate traffic; and

WHEREAS, pursuant to A.R.S § 11-561 the Board may appoint a county engineer, who shall be a competent civil engineer and road builder; and

WHEREAS, pursuant to A.R.S. § 11-562.B. except where highways are being constructed under the direction of a highway commission, the county engineer shall, under the direction of the Board, have charge of all highways, other engineering construction and improvements, alterations and repairs to county property, and shall make surveys, maps, plans and specifications required by the Board; and

WHEREAS, the Board has regularly approved the installment of regulatory signs and markings based on the documented recommendation of the county engineer; and

WHEREAS, the Board now desires to formally delegate that authority to the County Engineer; and

WHEREAS, the Board formally appointed Karen Riggs, P.E. as the County Engineer on January 4, 2011, by Resolution 11-1, and

WHEREAS, Resolution 11-32 was adopted July 26, 2011 authorizing the County Engineer to formally approve regulatory signing and marking for a period of one year and will cease effective August 1, 2011,

RESOLUTION 12-

RE: Delegate Authority to the County Engineer re signing & marking roads

Page 2

NOW, THEREFORE, BE IT RESOLVED that the County Engineer will hereby permanently retain delegated authority to approve regulatory signs/markings under the guidance and specifications as noted in the *Manual on Uniform Traffic Control Devices*.

ADOPTED by the Cochise County Board of Supervisors this ____ day of July, 2012.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:



Adam Ambrose Civil
Deputy County Attorney

RESOLUTION 11- 32**MAINTAIN THE DELEGATION OF AUTHORITY TO THE COUNTY ENGINEER TO FORMALLY APPROVE REGULATORY SIGNING AND MARKINGS ON COUNTY MAINTAINED ROADS**

WHEREAS, the Board of Supervisors has adopted by reference the *Manual on Uniform Traffic Control Devices*, US Dept. of Transportation, Federal Highway Administration, via their adoption of the *Cochise County Road Design & Construction Standards & Specifications for Public Improvements*, revised, October 11, 2005; and

WHEREAS, the *Manual* requires that all signing and markings be approved by the public agency responsible for the roads that it maintains based on an engineering report/analysis; and

WHEREAS, the Arizona Revised Statutes, A.R.S. § 28-627 (A) gives the Board of Supervisors ("the Board") the authority to place and maintain such traffic control devices upon highways under their jurisdiction to regulate traffic; and

WHEREAS, pursuant to A.R.S § 11-561 the Board may appoint a county engineer, who shall be a competent civil engineer and road builder; and

WHEREAS, pursuant to A.R.S. § 11-562,B. except where highways are being constructed under the direction of a highway commission, the county engineer shall, under the direction of the Board, have charge of all highways, other engineering construction and improvements, alterations and repairs to county property, and shall make surveys, maps, plans and specifications required by the Board; and

WHEREAS, the Board has regularly approved the installment of regulatory signs and markings based on the documented recommendation of the county engineer; and

WHEREAS, the Board now desires to formally delegate that authority to the County Engineer; and

WHEREAS, the Board formally appointed Karen Riggs, P.E. as the County Engineer by Resolution 11-1; and

WHEREAS, Resolution 10-34 was adopted July 20, 2010 authorizing the County Engineer to formally approve regulatory signing and marking for a period of one year and will cease effective August 1, 2011,

RESOLUTION 11- 32

RE: Maintain the Delegation of Authority to the County Engineer to Formally Approve Regulatory Signing and Markings on County Maintained Roads

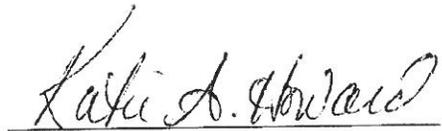
Page 2

NOW, THEREFORE, BE IT RESOLVED that the County Engineer will hereby maintain delegation of authority to approve regulatory signs/markings under the guidance and specifications as noted in the *Manual on Uniform Traffic Control Devices*. This delegated authority shall cease effective August 1, 2012.

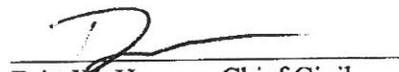
ADOPTED by the Cochise County Board of Supervisors this 26th day of July, 2011.


Patrick Call, Chairman
Cochise County Board of Supervisors

ATTEST:


Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:


Britt W. Hanson, Chief Civil
Deputy County Attorney

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Approve Contract for Professional Services Agreement for Providing Adoption Social Studies

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS** 2
Submitted for Signature:

NAME of PRESENTER: N/A **TITLE of PRESENTER:** N/A

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve renewal of Contract through June 30, 2013 for professional services with Catholic Community Services of Southern Arizona, Inc. for providing investigative and reporting services to the Court in adoption cases, as required by A.R.S. § 8-112.

Background:

In June 2004, the Board approved the first contract of this nature after ADES terminated its funding for non-ADES adoption social studies. County general funds of \$10,000.00 were provided at that time, to be supplemented by funds from the Civil Enhancement Fund (127) as needed. Continued yearly funding was approved by the Board in the 2006-2007 budget in the amount of \$5,000.00 per year from the General Fund, to be supplemented as needed from the Civil Enhancement Fund (127). In the proposed contract, Catholic Community Services of Southern Arizona, Inc. continues to agree to provide any pre-adoption certification study which may be needed by law, at no additional cost to the County. The cost for each report remains at last year's level of \$1,000.00 per report. The agency will complete a financial screening of all parties and charge all parties 1% of their adjusted gross income, up to the \$1,000.00 total cost of each study. The County's obligation for each report is reduced by any amount directly collected from the proposed adoptive parent. The County Attorney's Office will continue to request waivers of the social study reports when appropriate. Such practice has resulted in substantial savings under the current contract. For FY 2011-2012, thus far, we have been billed for 7 social studies that have been completed (totaling \$4,053.52 to date) and have 4 pending. For FY 2012-2013, we are requesting a budget of \$5,000.00 from General Fund 100, to be supplemented with \$5,000.00 from Fund #127. Fiscal Impact & Funding Sources: Funds 100 & 127

Department's Next Steps (if approved):

The County Attorney's Office will continue to request waivers of the social study reports when appropriate.

Impact of NOT Approving/Alternatives:

The County Attorney's services to the residents of Cochise County in these adoption matters is required, free of charge, pursuant to A.R.S. § 8-127. If not approved, social studies would not get done and adoptions could not proceed.

To BOS Staff: Document Disposition/Follow-Up:

Please return one signed original to the County Attorney's Office for delivery to the Contractor.

Attachments

Professional Services Contract

COCHISE COUNTY CONTRACT FOR PROFESSIONAL SERVICES
AGREEMENT FOR PROVIDING ADOPTION SOCIAL STUDIES

THIS CONTRACT is made this ____ day of _____, 2012, by and between the Cochise County Board of Supervisors (hereinafter "the BOARD") and Catholic Community Services of Southern Arizona, Inc., doing business as Catholic Social Services (hereinafter "the CONTRACTOR").

WHEREAS the BOARD is in need of certain services to obtain social studies that are required by A.R.S. § 8-112, as necessary for the Court approval of certain adoptions for which the Office of the County Attorney provides legal representation;

WHEREAS the CONTRACTOR has offered to perform the proposed work in accordance with the terms of the CONTRACT;

NOW, THEREFORE, in consideration of the promises and covenants stated herein, it is AGREED THAT:

1. The CONTRACTOR promises and agrees to perform the work as described in the attached Scope of Work in a good and competent manner and to the satisfaction of the BOARD, or its designees.

2. The CONTRACTOR agrees to provide all of the materials and services required by this CONTRACT in a complete and acceptable form, as customarily provided according to professional standards for completion of the CONTRACT.

3. The CONTRACTOR shall commence performance of this CONTRACT on the date indicated on the Notice to Proceed. This CONTRACT shall remain in effect for a period of one year, until June 30, 2011.

4. The BOARD will compensate the CONTRACTOR for its performance, and the CONTRACTOR agrees to accept as complete payment for such full performance, the sum of One Thousand Dollars (\$1000.00) for each social study requested and provided under this CONTRACT, less the amount of all payments received from the subjects of this study. In the event that a preadoption certification study is needed in a particular matter pursuant to A.R.S. § 8-105, the CONTRACTOR agrees to provide such study in addition to the required social study at no additional cost to the BOARD; provided, however, if it is appropriate, CONTRACTOR may charge the prospective adoptive parents for additional work involved with the certification study.

CONTRACTOR agrees to make every effort to obtain payment from study subjects and not hold BOARD liable for any costs CONTRACTOR is unable to obtain. CONTRACTOR shall not assert a hardship on behalf of study subjects in the event it has been unable to collect payment from study subjects.

5. Payment shall be made by the BOARD to the CONTRACTOR on the basis of invoices detailing the work and the amount of all payments received from the subjects of these studies.

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

TO CONTRACTOR: Marguerite D. Harmon, CEO
Catholic Community Services of Southern Arizona, Inc.
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705
(520) 623-0344, Ext. 1050

TO BOARD: Britt W. Hanson
Chief Civil Deputy
Office of the Cochise County Attorney
P.O. Box CA
Bisbee, AZ 85603
(520) 432-8700

7. Pursuant to A.R.S. § 38-511, as applicable, the provisions which are incorporated herein by reference, all parties are hereby put on notice that this CONTRACT is subject to cancellation by the BOARD if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the BOARD is, at any time while the CONTRACT is in effect, an employee or agent of any other party to the CONTRACT in any capacity or a consultant to any other party of the CONTRACT with respect to the subject matter of the CONTRACT.

8. This CONTRACT shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This CONTRACT and its attachments and those documents incorporated by reference represent the entire agreement and understanding between the parties. The BOARD'S designated representative is authorized to issue and sign change orders and CONTRACT amendments for compensation not exceeding 15% of the original CONTRACT amount, with an aggregate of 30% for all such amendments. Amendments that change the compensation of the consultant by more than 15% shall only be effective upon being properly authorized and executed by the parties in the same manner as this CONTRACT was executed.

9. CONTRACTOR shall retain various insurance policies in force during the term of the CONTRACT, and shall provide certificate(s) of such insurance upon execution of the CONTRACT, providing not less than the following coverage:

Type	Coverage
Worker's Compensation	Statutory Limits
General Liability	\$ 1,000,000

10. This CONTRACT shall be governed by the laws of the State of Arizona, and suits pertaining to this CONTRACT may be brought only in courts in the State of Arizona.

11. The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim or controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have ten (10) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution, but not less than thirty (30) days, the aggrieved party may request that the dispute be submitted to arbitration, pursuant to A.R.S. § 12-1518.

12. Each and every provision of law and any clause required by law to be in the CONTRACT will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the CONTRACT will forthwith be physically amended to make such insertion or correction.

13. The provisions of this CONTRACT are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the CONTRACT which may remain in effect without the invalid provision or application.

14. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The CONTRACTOR is advised that taxes or Social Security payments will not be withheld from payment issued hereunder and that the CONTRACTOR should make arrangements to directly pay such expenses, if any.

15. No right or interest in this CONTRACT shall be assigned by the CONTRACTOR without prior written permission of the BOARD, and no delegation of any duty of the CONTRACTOR shall be made without prior written permission of the BOARD.

16. No subcontract shall be entered into by the CONTRACTOR with any other party to furnish any of the materials or services specified herein without the advance written approval of the BOARD. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract, as if the Subcontractor were the CONTRACTOR referred to herein. The CONTRACTOR is responsible for CONTRACT performance whether or not subcontractors are used.

17. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the CONTRACTOR, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. To the extent permissible by law, the COUNTY shall defend, hold harmless, and indemnify the CONTRACTOR, its officers, agents and employees from all claims, demands, suits, damages and loss ("claims") which result from the negligence or intentional torts of the COUNTY, its agents, officers and employees, in the performance of this CONTRACT, but only to the extent that such claims arise from such negligence or intentional torts. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the parties, their agents, subcontractors and employees, in comparison with others (including, but not limited to, the other party) who may have contributed to or in part caused any such claim to arise.

18. Upon receipt of a termination notice, the CONTRACTOR shall

- (A) Discontinue all services (unless the notice directs otherwise),
- (B) deliver or otherwise make available to the BOARD, at the BOARD'S cost, copies of data, design calculations, drawing, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this CONTRACT.

19. TERMINATION BY THE COUNTY FOR CAUSE: The BOARD may terminate the CONTRACT if the CONTRACTOR:

- (A) repeatedly refuses or fails to supply enough properly skilled workers or proper materials, as applicable, to perform this CONTRACT;
- (B) fails to make payment to subcontractors for materials or labor in accordance with respective agreements between the CONTRACTOR and the subcontractors, as applicable;
- (C) disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
- (D) is otherwise in substantial breach of a provision of the CONTRACT DOCUMENTS.

When any of the above reasons exist, the BOARD may, without prejudice to any other rights or remedies of the BOARD and after giving the CONTRACTOR ten (10) days written notice, terminate the CONTRACT with the BOARD and may finish the Work by whatever reasonable method the BOARD may deem expedient. If the unpaid balance of the CONTRACT exceeds costs of finishing the CONTRACT, including all expenses made necessary hereby, the CONTRACTOR shall be entitled to receive payment for its performance and for reasonable overhead, profit and damages associated with such, up to the amount of such excess. If such completion costs exceed the unpaid balance the CONTRACTOR shall pay the difference to the BOARD.

20. SUSPENSION BY THE BOARD FOR CONVENIENCE: The BOARD may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt its performance in whole or in part for such period of time as the BOARD may determine. An adjustment shall be made to the CONTRACT completion date and for increases in the cost of performance of the CONTRACT, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONTRACTOR is responsible.

21. TERMINATION FOR CONVENIENCE OF THE BOARD: The BOARD, by written notice to the CONTRACTOR, may terminate this CONTRACT in whole or in part when in the sole discretion of the BOARD it is in the BOARD'S best interests to do so. In such case, the CONTRACTOR shall be paid for all material, equipment and services provided and reasonable termination expenses and a reasonable allowance for profit and overhead on this performance, provided that such payments, exclusive of termination expenses, shall not exceed the total CONTRACT prices reduced by other CONTRACT payments previously made to the CONTRACTOR and as further reduced by the value of the performance as yet not completed. The CONTRACTOR shall not be entitled to profit and overhead on material, equipment and services which were not provided. The parties expressly agree that this termination right is not a mutual right.

22. TERMINATION BY THE CONTRACTOR: The CONTRACTOR may terminate the CONTRACT if the performance is stopped for a period of thirty (30) days through no act or fault of the CONTRACTOR or its agents or employees or any other persons performing portions of the CONTRACT, for any of the following reasons:

- (A) issuance of an order of a court or other public authority having jurisdiction;
- (B) an act of government, such as a declaration of national emergency, making material unavailable;
- (C) the BOARD has not made payment within the time stated in the CONTRACT DOCUMENTS;

If one of the above reasons exists, the CONTRACTOR may, upon thirty(30) days written notice to the BOARD terminate the CONTRACT and recover from the BOARD payment for its performance and for proven loss with respect to materials, including reasonable overhead, profit and damages, attributable to the performance rendered.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this CONTRACT as indicated below:

CONTRACTOR:

CATHOLIC COMMUNITY SERVICES
OF SOUTHERN ARIZONA, INC.

By: Marguerite D. Harmon
Marguerite D. Harmon
Chief Executive Officer
140 W. Speedway Blvd., Ste. 230
Tucson, AZ 85705

6/19/2012
Date

APPROVED:

COCHISE COUNTY BOARD
OF SUPERVISORS

By: _____
Richard R. Searle, Chairman

Date of Award

ATTEST:

Katie A. Howard, Clerk of the Board

APPROVED AS TO FORM:

Britt W. Hanson
Britt W. Hanson, Chief Civil
Deputy County Attorney

SCOPE OF WORK FOR THE PROFESSIONAL SERVICES CONTRACT WITH CATHOLIC SOCIAL SERVICES FOR SOCIAL STUDIES

Upon the written request of the Cochise County Attorney or his designee, Catholic Social Services (hereinafter "Contractor") shall perform the following services in connection with each applicant for adoption who has been referred for the preparation of a social study:

1. To conduct a social study and/or preadoption certification reports which include all of the elements required by A.R.S. § 8-112 and § 8-105, including the following:

A. The social history, heritage and mental and physical condition of the child and the child's birth parents.

B. The child's current placement in the prospective adoptive parent's home and the child's adjustment to that home.

C. The prospective adoptive parent's suitability to adopt.

D. The existing and proposed arrangements regarding the child's custody.

E. Any financial arrangement concerning the proposed adoption made by the birth parents, DES, an agency, an attorney or the prospective adoptive parents.

F. A state and federal criminal records check of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent except a natural or legal parent with custody of the child, with the assistance of the County Attorney staff and Clerk of the Court.

G. A central registry records check, including any history of child welfare referrals with DES of the prospective adoptive parent and each adult who is living permanently with the prospective adoptive parent, with the assistance of the County Attorney staff.

H. Any other information pertinent to the adoption proceedings.

2. To prepare and submit to the Office of the County Attorney an appropriate written summary of the results of the social study/preadoption certification report for filing in the Superior Court case file. It is understood and agreed that the preparation of the social study/preadoption certification report may require more than one meeting with the prospective adoptive parent(s). It is also understood and agreed that the Contractor will supplement and revise the social study if, in the determination of the County Attorney or his designee, it does not include all of the information that may be required.

3. To conduct each requested social study and to submit the written summary and the original Certificate(s) of Adoption no later than twenty (20) days prior to the hearing date set for that case.

4. To charge each subject of the social study and/or preadoption certification report a fee not to exceed One Thousand Dollars (\$1000) per case. This fee shall be based upon the rate of one percent (1%) of the Adjusted Gross Income of the applicant, including his or her spouse, in the prior year. The Contractor shall retain all such fees and shall reduce the amount billed to the County by the amount of the fees that are received from each applicant. The Contractor may waive all or a portion of the fee upon the receipt of a written request from the applicant demonstrating that the payment of the fee would create a significant and substantial hardship for the applicant or the applicant's family and would jeopardize the ability of this adoption to proceed successfully. For each applicant who pays the fee, the Contractor shall provide a written explanation of the Federal Tax Credit that is available for this expense together with such written documentation of the payment as may be necessary for obtaining this tax credit. It is understood that if it is appropriate, Contractor may charge the prospective adoptive parents for additional work involved with the certification study.

5. To retain all documentation regarding the calculation, payment and waiver of the fees for a period of not less than five (5) years and to make these records available to the County for inspection upon request.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Approve ACJC Drug Gang and Violent Crime Grant Agmt

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 Criminal Justice Commission Drug Gang and Violent Crime Control Grant Agreement between the Arizona Criminal Justice Commission and the Cochise County Sheriff's Office for the period from July 1, 2012 through June 30, 2013, to cover overtime and fringe benefits equaling \$135,695 for members participating the Cochise County Sheriff's Office Narcotics Enforcement Team; County match is \$27,139.

Background:

Funding through the Arizona Criminal Justice Commission has been made through grant applications on an on-going basis, and in the past has covered salary, ERE and overtime to the Sheriff's Office Border Alliance Group. As the Border Alliance is no longer in existence, the Narcotics Enforcement Team was formed and no longer receiving funding through the HIDTA initiative. As the ACJC money has been swept in part, they are no longer covering salaries for employees, and the secretarial position has been absorbed in the General Fund. The money for overtime and fringe benefits sought by the Sheriff's Office through ACJC will assist in operating costs for operations within the Narcotics Enforcement Team.

Department's Next Steps (if approved):

Once approved a funding line will be established to cover overtime expenditures in part as operations by the Narcotics Enforcement Team necessitate draw down of the money.

Impact of NOT Approving/Alternatives:

If not funded additional overtime money will be requested to cover operational expenses through General Funds.

To BOS Staff: Document Disposition/Follow-Up:

Once Approved and signed by the board provide both signed copies to Commander Denney to be sent to the Arizona Criminal Justice Commission to be fully executed. Once executed a signed original will be returned to the board for filing.

Fiscal Impact

Fiscal Year: 2012-2013
One-time Fixed Costs? (\$\$\$):
Ongoing Costs? (\$\$\$):
County Match Required? (\$\$\$): 27,139.00
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):
Source of Funding?:
Fiscal Impact & Funding Sources (if known):

Attachments

ACJC Agreement

ACJC



ARIZONA CRIMINAL JUSTICE COMMISSION
DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT

ACJC Grant Number **DC-13-030**

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2012, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through Cochise County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 1, 2012 and terminate on June 30, 2013. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission
1110 W. Washington Street, Suite 230
Phoenix, Arizona 85007
Attn: Program Manager

B. If to the GRANTEE:

Cochise County Sheriff's Office
 205 N. Judd Dr
 Bisbee, AZ, 85603
 Attn: Honorable Larry Dever

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	Not Approved
Fringe Benefits (for salaries/overtime)	\$37,635.00
Overtime	\$98,060.00
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$135,695.00
Positions Funded:	
Equipment Type:	
Not Approved	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$71,647.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$36,909.00 in state funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$27,139.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents

shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

10. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

11. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
12. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
13. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
15. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
16. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
17. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
July 1 to September 30	October 15
October 1 to December 31	January 15
January 1 to March 31	April 15
April 1 to June 30	July 15

FINANCIAL REPORTS

Report Period:	Due Date:	Report Period:	Due Date:
July 1 to July 31	August 25	January 1 to January 31	February 25
August 1 to August 31	September 25	February 1 to February 28	March 25
September 1 to September 30	October 25	March 1 to March 31	April 25
October 1 to October 31	November 25	April 1 to April 30	May 25
November 1 to November 30	December 25	May 1 to May 31	June 25
December 1 to December 31	January 25	June 1 to June 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
19. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
20. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
21. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
22. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
23. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*. **Link:** *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
24. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
25. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
26. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
27. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
28. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
29. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
30. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

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31. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
32. 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. If the GRANTEE is a State agency this paragraph does not apply.
33. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
34. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
35. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
36. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
37. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/

OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf

38. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
39. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
40. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
41. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: Excluded Parties Listing System <http://epls.arnet.gov>
42. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
43. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
44. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
45. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
46. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2011-DJ-BX-2488 awarded by the Bureau of Justice Assistance, Office of Justice programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
47. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of

1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

48. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.gov/about/ocr/equal_fbo.htm.
49. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a Privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
50. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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51. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
52. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: https://www.niem.gov/program-managers/Pages/implementation_guide.aspx
53. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
54. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
55. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.
- If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
56. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
57. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
58. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
59. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in

the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.

60. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
61. Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
62. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
63. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.
64. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
65. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
66. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
67. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

Arizona Criminal Justice Commission
DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET

SPECIAL CONDITION(S)

1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA’s Center for Task Force Integrity and Leadership (www.ctfli.org).
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 90 days of the start date of this award.
3. GRANTEE assures that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
4. The GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.
5. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

Authorized Official Initials: _____

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Board of Supervisors, Chairperson Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. 11.952

Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

John A. Blackburn Jr., Executive Director Date
Arizona Criminal Justice Commission



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$50,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Marc Denney Department/Division: Sheriff's Office/Admin
 Date Prepared: 07/03/2012 Telephone: 520-432-9531
 Grantor: Arizona Criminal Justice Commision Grant Title: Drug, Gang and Violet Crime Control Grant agreement
 Grant Term From: July 01, 2012 To: June 30, 2013
 Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

This grant money will cover overtime and fringe benefits for the Sheriff's Office Narcotics Enforcement Team.

If amendment, provide reason:

N/A

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

Drug Enforcement activities are not specifically mandated however, enforcement of the statues pertaining to the manufacturing, distribution and possession are mandated under state and federal statues. *

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year	108,556			27,139	135,695
Remaining Years					
Total Revenue					

Is County match required? Yes No If yes, dollar amount \$ 27,139

Has this amount been budgeted? Yes No Identify Funding Source: Match equals RICO

Federal Catalog of Federal Domestic Assistance (CFDA) No: 16.738

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

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

a) Total A-87 cost allocation 135,695

b) Amount of overhead allowed by grant 0 County subsidy (a-b) 22,091

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

If yes, dollar amount \$ 0 OR percentage allowed 0 %

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

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

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 of PRESENTER: Marc Denney

TITLE of PRESENTER: Commander

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 sub-grantee agreement (Reallocation) of equipment (10-AZDOHS-OPSG-777404-06) between the Arizona Department of Homeland Security and the Cochise County Sheriff's Office, effective April, 2012 through December 31, 2012, in the amount of \$23,000 from unallocated StoneGarden Grant funds, to purchase equipment to be utilized by the Sheriff's Office in direct support of the Operations StoneGarden initiative funded through the Arizona Department of Homeland Security.

Background:

Operation StoneGarden is an on-going Federally funded grant that supports local Law Enforcement Agencies along the US/Mexican border to provide increased resources and assets to assist the United States Border Patrol, in their efforts in securing the border.

The Sub recipient shall provide services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant applicant titles OPSG Equipment and funded at \$23,000.00.

Operations StoneGarden Grant money is to be utilized to purchase equipment to be utilized by the Sheriff's Office in direct support of the Operations StoneGarden initiative funded through the Arizona Department of Homeland Security. Currently the Sheriff's Office supports the United States Border Patrol in operations along the US/Mexican border, by conducting various patrolling efforts and Southbound operations in conjunction with paid overtime details in support of the on-going StoneGarden Grant.

Currently the Sheriff's Office supports the United States Border Patrol in operations along the US/Mexican border, by conducting various patrolling efforts and Southbound operations in conjunction with paid overtime details in support of the on-going StoneGarden Grant. This funding request is a one time disbursement to the Cochise County Sheriff's Office from unallocated StoneGarden funds totaling \$23,000.00

Department's Next Steps (if approved):

Once approved and the original contract is fully executed, the Sheriff's Office will coordinate with procurement to purchase the equipment. Information Technologies, Fleet Services and the County Procurement Department have been pre-advised of the potential for this project in order to facilitate ordering, installation and support.

Impact of NOT Approving/Alternatives:

Approval of Reallocated StoneGarden Grant money to be utilized to purchase equipment to be utilized by the Sheriff's Office in support of Operations StoneGarden. If not approved the equipment will not be purchased out of StoneGarden funding and will be requested through decision packages.

To BOS Staff: Document Disposition/Follow-Up:

Once approved and signed by the board provide both signed copies to Commander Denney to be sent to AZDOHS to be fully executed. Once executed a signed original will be sent to the Board for filing.

Attachments

AZDOHS 2010 Equipment

10-azdohs-opsg-777404-06

**SUBGRANTEE AGREEMENT (REALLOCATION)
Equipment**

10-AZDOHS-OPSG-777404-06

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 **December 31, 2012**. 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 "**OPSG Equipment**" and funded at **\$23,000.00** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$23,000.00** 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 applicable 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 Circulators; 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) If applicable, 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, provided however that nothing herein shall be interpreted as an express or implied waiver of either party's sovereign immunity in any forum or jurisdiction.

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 applicable 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:

Lt. Floyd Gregory
Enter Title, First & Last Name above
Cochise County Sheriff's Office
Enter Agency Name above
205 N. Judd Avenue
Enter Street Address
Bisbee, AZ 85603
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.)

Re: 10-AZDOHS-OPSG-777404-06

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Date

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Marc Denney Department/Division: Sheriff's Office/Admin
 Date Prepared: 07/03/2012 Telephone: 520-432-9531
 Grantor: AZ Dept. of Homeland Security Grant Title: 10-azdohs-opsg-777404-06
 Grant Term From: April 1, 2012 To: December 31, 2012
 Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Grant to be utilized to purchase equipment to be utilized by the Sheriff's Office in direct support of Operations StoneGarden

If amendment, provide reason:

N/A

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

Not mandated.

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year	23,000				23,000
Remaining Years					
Total Revenue					

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

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

Federal Catalog of Federal Domestic Assistance (CFDA) No: ~~16.738~~ 97.067

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

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

a) Total A-87 cost allocation 0

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

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

If yes, dollar amount \$ 0 OR percentage allowed 0%

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

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Line of Credit

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

Presentation: No A/V Presentation **Recommendation:** Approve

Document Signatures: BOS Signature Required **# of ORIGINALS** 2

Submitted for Signature:

NAME of PRESENTER: Mariann Fletcher **TITLE of PRESENTER:** Chief Deputy Treasurer

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 11-604.01

Docket Number (If applicable):

Information

Agenda Item Text:

Approve establishment of a revolving line of credit for the County from JP Morgan Chase Bank, N.A. pursuant to A.R.S. Section 11-604.01 and authorize the County Treasurer to enter into an agreement with the bank to provide the line of credit to the County.

Background:

Cochise County Treasurer maintains lines of credit on behalf of Cochise County with the County's servicing bank. The Board of Supervisors may enter into agreements with a financial institution authorized to do business in this state for the purpose of obtaining a separate and distinct revolving line of credit for the county and each individual political subdivision of the county for the current fiscal year to pay the lawful claims and obligations of the political subdivision until sufficient monies for payment from property taxes and other non-restricted revenues are received by the treasurer.

Department's Next Steps (if approved):

If approved by BOS, Chairman to sign attached line and credit and promissory note.

Impact of NOT Approving/Alternatives:

There will be no line of credit established for the county.

To BOS Staff: Document Disposition/Follow-Up:

When signed, file copy and also provide copy to Treasurer's. Mail original to Chase Bank.

Fiscal Impact

Fiscal Year:

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

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

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

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Line of Credit Promissory Note \$2,750,000.00

Attachments

Line Of Credit

Promissory Note

COCHISE_COUNTY_Form of Declaration Letter - County

W9

BUSINESS LOAN AGREEMENT

COCHISE COUNTY REVOLVING LINE OF CREDIT

DATE: July 1, 2012

PARTIES: Borrower: Cochise County, Arizona, Board of Supervisors
For Cochise County, through the Cochise County
Treasurer, as its agent

Bank JPMorgan Chase Bank, N.A., a national banking
association authorized to do business in the State of
Arizona ("Bank")

AGREEMENT: Pursuant to §11-604.01, Arizona Revised Statutes (the "Act"), the Board of Supervisors of a county may enter into an agreement with the financial institution authorized to do business in the State of Arizona to obtain a line of credit for the county. The Act further provides that the Cochise County Treasurer is the agent for the County and for each political subdivision of the State of Arizona for which the Cochise County Treasurer acts as treasurer and may take any action required under such agreement without further approval of any governing body of a political subdivision. The Board of Supervisors of Cochise County, Arizona (herein, the "County" or "Borrower"), the Cochise County Treasurer and Bank intend to enter into this Agreement and the hereafter-described Note to obtain a line of credit pursuant to the Act for Borrower, in the maximum amount of the Commitment Amount Cap (as defined herein), and to evidence such line of credit in this Agreement and the Note. For purposes of this Agreement and the line of credit extended to Borrower evidenced hereunder and in the Note, Borrower shall be acting through the Cochise County Treasurer as its agent pursuant to the Act. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Bank agree as follows:

1. DEFINITIONS. In this Agreement, the following terms shall have the following meanings:

 "Advance" means a disbursement of funds by Bank to Borrower pursuant to Section 2.1.

 "Agreement" means this Business Loan Agreement (Cochise County Revolving Line of Credit) as it may be amended, modified, extended, renewed, restated, or supplemented from time to time.

“Authorized Person” means any of the following Persons acting alone:

Cochise County Treasurer

Sample Signature

[Title]

Sample Signature

[Title]

Sample Signature

or any other person authorized to act for Borrower hereunder as shown by a written statement signed by the Cochise County Treasurer and that also shows the specimen signature of such additional Authorized Person.

“Business Day” means a day of the year on which banks are not required or authorized to close in Phoenix, Arizona.

“Code” means the Internal Revenue Code of 1986, as amended.

“Code and Regulations” means the Code and the regulations thereunder, as such Code and regulations heretofore have been and hereafter may be amended from time to time.

“Collateral” means the property, interests’ in property, and rights to property securing any or all Obligations from time to time, including without limitation the security interest in the non-restricted operating revenues received by the Cochise County Treasurer on behalf of Borrower.

“Commitment” means the agreement of Bank to make Advances as provided in this Agreement.

“Commitment Amount” means the lesser of (i) the Commitment Amount Cap, or (ii) forty-five percent (45%) of the total amount of non-restricted operating revenues received by Borrower in the immediately preceding Fiscal Year.

“Commitment Amount Cap” means the amount of Two Million Seven Hundred and Fifty Thousand and NO/100 Dollars (**\$2,750,000.00**).

“Commitment Expiration Date” means June 30, 2013, subject to earlier termination as provided herein, and subject to extension by mutual agreement of the parties, as described in Section 2.8.

“Declaration” means a letter executed by Borrower, in the form attached hereto as Exhibit B, in which Borrower designates the Advances for a certain calendar year to be “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code).

“Default Rate” has the meaning specified in the Note.

“Event of Default” has the meaning specified in the Note.

“Fiscal Year” means Borrower’s fiscal year and shall commence each July 1 and end each immediately following June 30.

“Governmental Authority” means any government, any court, and any agency, authority, body, bureau, department, or instrumentality of any government.

“Loan Documents” means this Agreement, the Note, the Services Proposal and any other agreements, documents, and instruments from time to time evidencing, guarantying, securing, or otherwise relating to the Note, as they may be amended, modified, extended, renewed, restated, or supplemented from time to time.

“Material Adverse Effect” means a material adverse change in, or a material adverse effect upon (i) the assets, business, properties, prospects, condition (financial or otherwise) or results of operations of Borrower taken as a whole, (ii) the ability of Borrower to perform any of the Obligations, (iii) any substantial portion of the Collateral, (iv) the legality, validity, binding effect or enforceability of the Loan Documents against Borrower; or (v) the rights or remedies of the Bank under any Loan Documents.

“Note” means the Promissory Note, dated of even date herewith, of Borrower payable to Bank, as it may be amended, modified, extended, renewed, restated, or supplemented from time to time.

“Obligations” means the respective obligations of Borrower under the Loan Documents.

“Person” means a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

“Services Proposal” means the Cochise County Proposal for Depository and Banking Services, dated April 21, 2010, by Bank to Cochise County, Arizona.

“Servicing Bank Term” means the period, during which Bank provides services to County as servicing bank, with such term commencing July 1, 2010 and ending June 30, 2013, subject to extensions of not more than two (2) additional years.

“Unmatured Event of Default” means any condition or event that with notice, passage of time, or both would be an Event of Default.

2. REVOLVING LINE OF CREDIT FACILITY.

2.1 Credit Facility. Subject to the terms and conditions of this Agreement, Bank agrees to make Advances to Borrower from time to time on or before the Commitment Expiration Date, provided that the outstanding amount of Advances shall not exceed the Commitment Amount. Advances to Borrower shall be on a revolving basis. Advances repaid may be re-borrowed subject to the terms and conditions of this Agreement. Upon occurrence of an Event of Default or an Unmatured Event of Default, Bank, in its absolute and sole discretion

and without notice, may suspend the commitment to make Advances to Borrower. In addition, upon occurrence of an Event of Default, Bank, in its absolute and sole discretion and without notice, may terminate the commitment to make Advances to Borrower. The obligation of Borrower to repay Advances is evidenced by the Note as to the amount outstanding thereunder. Although the outstanding principal of the Note may be zero from time to time, the Loan Documents shall remain in full force and effect until the Commitment terminates and all Obligations are paid and performed in full.

2.2 Requests for Advances and Repayments. Each request for an Advance will be made in writing in a manner mutually acceptable to Bank and the Cochise County Treasurer, or by another means mutually acceptable to the Bank and the Cochise County Treasurer. Each request for an Advance shall identify the amount of such request. **Alternate Language:** [Borrower shall deliver to Bank an executed Declaration to designate the Advances received in any one calendar year as “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code)] [Borrower acknowledges that as of the date hereof, Borrower does not meet the requirements to issue “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code). If, after the date hereof, Borrower meets the requirements to designate the Advances received in any one calendar year as “qualified tax-exempt obligations” (as defined in Section 265(b)(3)(B) of the Code), Borrower shall deliver to Bank an executed Declaration.]

2.3 Advances and Repayments.

Advances will be deposited in and repayments will be withdrawn from the accounts of the County with Bank, which account number is _____, or such other accounts with Bank as designated in writing by an Authorized Person. Borrower hereby irrevocably authorizes and directs Bank to make such debits. The arrangement in this Section 2.3 to debit such demand deposit account shall not restrict Bank’s right to collect any amounts due under the Loan Documents from any revenues or funds of Borrower, or otherwise available for payment of such amounts, including, without limitation, all non-restricted operating revenues of Borrower.

2.4 Advances - Repayment. Borrower agrees to apply all “non-restricted operating revenues,” as such term is described in Section 11-604.01.A, Arizona Revised Statutes, according to the priorities set forth in said Section 11-604.01.C. If there remain any amounts outstanding on the Note as of June 30 of any year, Borrower agrees to notify Bank on or before June 30th of such year of the amounts on deposit in the demand deposit and other accounts of Borrower with Bank which constitute non-restricted operating revenues.

2.5 Advances in Excess of Commitment Amount. If with or without the approval of Bank the aggregate outstanding amount of Advances to Borrower at any time exceeds the Commitment Amount, Borrower shall repay the excess immediately upon demand by Bank.

2.6 Authority to Amend Commitment. In accordance with the provisions of the Act, the Cochise County Treasurer on behalf of Borrower is hereby authorized to amend this Agreement and the Note with respect to the following matters:

2.6.1 To extend the Commitment Expiration Date, as described in Section 2.8; and

2.6.2 To increase or decrease the Commitment Amount Cap, provided that the Commitment Amount Cap shall not be increased to an amount which exceeds _____ Dollars (\$XX,000,000.00), without such amendment being approved by resolution adopted by the _____ County Board of Supervisors.

2.7 Procedure to Amend Commitment. The Agreement and Note may be amended by a written amendment substantially in the form attached hereto as Exhibit C (the “Addendum”) executed by the Bank and by the Cochise County Treasurer on behalf of Borrower. Each amendment, when dated and fully executed, shall be construed to amend all prior versions of this Agreement and Note, whether or not it is actually attached to all copies of this Agreement or the Note.

2.8 Extension of Commitment Expiration Date. The Commitment provided to Borrower hereunder shall be in effect initially for Fiscal Year 2012-2013. Borrower and Bank may agree to extend the Commitment for each Fiscal Year thereafter through the execution of the Addendum extending the Commitment Expiration Date from June 30, 20XX, to June 30, 20XX for Fiscal Year 20XX-20XX, and June 30, 20XX for fiscal year 20XX-20XX. Provided that the Bank Services Term is extended beyond June 30, 20XX, Borrower and Bank may agree to further extend the Commitment for subsequent Fiscal Years by extending the Commitment Expiration Date to June 30 of the next calendar year. Notwithstanding the foregoing, nothing set forth herein authorizes the Commitment to be extended beyond the expiration of the Servicing Bank Term.

3. CONDITIONS PRECEDENT TO ADVANCES.

3.1 Conditions Precedent to Initial Advance. Bank must receive the following items, in form and content acceptable to Bank, before Bank is required to make any Advances to Borrower under this Agreement.

3.1.1 Legal Opinion of Borrower. A written opinion of the legal counsel for such Borrower, in a form satisfactory to Bank, opining on the following:

(a) Authorization. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.

(b) Enforceability. The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, et seq., Arizona

Revised Statutes, bankruptcy, insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.

3.1.2 Borrower's Financial Statement and Annual Budget. A copy of Borrower's published Annual Financial Statement for Fiscal Year ending June 30, 2011 (and each Fiscal Year thereafter) and the draft budget for Borrower for its Fiscal Year 2012-2013 (and each Fiscal Year thereafter) and such other information and documents as Bank may reasonably request, provided, however, that Bank may waive the requirement for Borrower's Annual Financial Statement for Fiscal Year ending June 30, 2011, and accept an unpublished or unaudited version, without waiving the requirement for timely delivery of Borrower's Annual Financial Statement in subsequent years, as provided herein.

3.2 Conditions Precedent to All Advances. Bank shall be obligated to make an Advance when requested on behalf of Borrower only if the following conditions precedent are satisfied.

3.2.1 Representations and Warranties Accurate. The representations and warranties by Borrower in the Loan Documents are correct on and as of the date of this Agreement and, except as Borrower shall have otherwise notified Bank in writing prior to the date thereof, on and as of the date of each Advance, before and after giving effect to such Advance and to the application of the proceeds of such Advance, as though made on and as of such date.

3.2.2 No Violation of Limits on Advances. The making of the Advance to Borrower would not result in the outstanding amount of Advances exceeding the Commitment Amount.

3.3 Bank's Waiver of Conditions. Bank may elect, in its absolute and sole discretion, to waive any of the foregoing conditions precedent. Any such waiver shall be effective only if it (i) is in writing executed by Bank, (ii) specifically identifies the condition precedent, and (iii) describes the particular Advance as to which such condition precedent is waived. Any such waiver shall be limited to the condition(s) precedent specifically described therein. Delay or failure by Bank to insist on satisfaction of any condition precedent of an Advance shall not be a waiver of such condition precedent or any other condition precedent. If Borrower is unable to satisfy any condition precedent of an Advance, the making of the Advance shall not preclude Bank from thereafter declaring the condition or event causing such inability to be an Event of Default.

4. BORROWER REPRESENTATIONS AND WARRANTIES.

4.1 Closing Representations and Warranties. Borrower represents and warrants to Bank as of the date of this Agreement:

4.1.1 Existence and Authorization. Borrower is a duly formed, organized and validly existing political subdivision of the State of Arizona. The execution, delivery, and performance by Borrower of the Loan Documents have been duly authorized by all requisite action by or on behalf of Borrower.

4.1.2 No Approvals. No approval, authorization, bond, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any Person is required in connection with the execution, delivery, or performance by Borrower of the Loan Documents that has not been obtained.

4.1.3 No Conflicts. The execution, delivery, and performance by Borrower of the Loan Documents will not conflict with, or result in a violation of or a default under: any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or Governmental Authority to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound; or any agreement, document, or instrument to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound.

4.1.4 Execution and Delivery and Binding Nature of Loan Documents. The Loan Documents have been duly executed and delivered on behalf of Borrower. The Loan Documents are legal, valid, and binding obligations of Borrower, enforceable in accordance with their terms against Borrower, except as such enforceability may be limited by Section 42-17101, et seq., Arizona Revised Statutes, bankruptcy, insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.

4.1.5 Accurate Information. All information in any loan application, financial statement, certificate, or other document and all other Information delivered by or on behalf of Borrower to Bank in obtaining the Commitment is correct and complete in all material respects, and there are no omissions therefrom that result in any such information being incomplete, incorrect, or misleading in any material respect as of the date thereof.

4.1.6 Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against Borrower which, if lost, would materially impair Borrower's financial condition or Borrower's ability to repay any amount payable under this Agreement, except as have been or will be disclosed in writing to Bank.

4.1.7 Purpose of Advances. This Agreement is made pursuant to the Act. The purpose of Advances is to provide funds for the general operations of Borrower; provided, however, proceeds may not be used for any expenses, costs, or reimbursements relating to Borrower's sponsorship of Charter Schools without the prior written consent of Bank.

4.1.8 No Event of Default or Unmatured Event of Default. No Event of Default and no Unmatured Event of Default has occurred and is continuing.

4.1.9 No Material Adverse Change. No material adverse change from Borrower's financial condition and operations as reflected in Borrower's published Annual Financial Statement for Fiscal Year ending June 30, 2011.

4.1.10 No Material Adverse Effect. The absence of any situation occurring which would, in the opinion of the Bank, result in a Material Adverse Effect.

4.2 Representations and Warranties Upon Requests for Advances. Each request for an Advance on behalf of Borrower shall be a representation and warranty by such

Borrower to Bank that the representations and warranties in this Section 4 are correct and complete as of the date of the Advance with respect to Borrower, except as Borrower shall have otherwise notified Bank in writing prior to the date thereof, and that the conditions precedent in Section 3 are satisfied as of the date of the Advance.

5. BORROWER AFFIRMATIVE COVENANTS. Borrower agrees that:

5.1 Existence. Borrower shall continue to be a validly existing political subdivision of the State of Arizona.

5.2 Books and Records: Access By Bank. Borrower shall maintain a system of accounting for and appropriate books and records showing its receipt and use of (i) non-restricted operating revenues, (ii) proceeds of Advances, and (iii) other funds available for expenditure for the general operations of Borrower. During business hours, after an Event of Default, Borrower shall give representatives of Bank access to all assets, property, books, records, and documents of Borrower and shall permit such representatives to inspect such assets and property and to audit, copy, examine, and make excerpts from such books, records, and documents.

5.3 Information and Statements. Borrower shall furnish to Bank: (i) as soon as available and in any event within two hundred forty (240) days after the end of each Fiscal Year of Borrower, copies of annual financial reports, (ii) as soon as available and in any event prior to sixty (60) days after the beginning of each Fiscal Year, Borrower's budget for such Fiscal Year, as adopted, (iii) any other information and documents given to any securities rating agency or other Person in connection with the indebtedness of Borrower and (iv) such additional information and statements as the Bank may request, from time to time.

5.4 Law; Judgments; Material Agreements; Approvals and Permits. Borrower shall comply with all laws, ordinances, regulations, and rules (federal, state, and local) and all judgments, orders, and decrees of any arbitrator, other private adjudicator, or Governmental Authority relating to Borrower or the assets, business, operations, or property of Borrower. Borrower shall comply in all material respects with all material agreements, documents, and instruments to which Borrower is a party or by which Borrower or any of the assets or property of Borrower is bound or affected.

5.5 Further Assurances. Borrower shall promptly execute, acknowledge, and deliver and, as appropriate, cause to be duly filed and recorded such additional agreements, documents, and instruments and do or cause to be done such other acts as Bank may reasonably request from time to time to better assure, perfect, preserve, and protect the rights and remedies of Bank under the Loan Documents.

5.6 Use of Advances. Borrower shall use proceeds of Advances only to pay expenses incurred in its general operations ("Operating Expenses"). Borrower shall only use proceeds of Advances to pay then due Operating Expenses, and shall only receive such Advances when it has no other available funds to pay such Operating Expenses.

5.7 Taxation of Interest. Borrower shall neither take nor fail to take any action which action or failure to act is within the power and authority of such Borrower and

would result in interest payable by such Borrower under the Note (i) being included in gross income of Bank for federal income tax purposes, or (ii) otherwise being subject to the federal income tax. Such actions may include, without limitation: making certifications and representations; giving assurances; paying to the United States of America any required amounts representing rebates of arbitrage profits relating to proceeds of Advances to such Borrower; filing forms, statements, and supporting documents as may be required under the Code and Regulations; limiting the term of and yield on investments made with proceeds of Advances to such Borrower; and limiting the use of the proceeds of Advances to such Borrower. In addition to other actions under this Section 5.7, the Cochise County Treasurer, as agent for Borrower, shall sign and file with the Internal Revenue Service properly completed Forms 8038-G provided by Bank as and when required by the Code and Regulations and shall promptly deliver to Bank a copy of each filed Form 8038-G.

5.8 Registration of Warrants. The Cochise County Treasurer, as agent for Borrower, shall perform its obligations under Arizona Revised Statutes Section 11-604.01.E, which is hereby incorporated herein by reference.

5.9 Security Interest Grants. Borrower shall not grant or suffer to exist any lien, claim, or encumbrance to or in favor of any person or entity other than Bank covering the non-restricted operating revenues of such Borrower (it being understood that Tax Anticipation Notes, General Obligation Bonds, and other payment-source-specific financing commitments of such Borrower deal with operating revenues which are restricted and thus are not “non-restricted operating revenues”). Borrower and Bank agree that Bank is entitled to a security interest in the non-restricted operating revenues received by the Cochise County Treasurer on behalf of such Borrower to the extent of any credit extended under this Agreement.

6. COSTS, EXPENSES, AND FEES. Borrower agrees to pay on demand all external and internal costs, expenses, and fees (including, without limitation, as applicable, inside and outside attorneys and paralegals costs, expenses, and fees) of Bank (i) in enforcement of the Loan Documents and exercise of the rights and remedies of Bank, (ii) in defense of the legality, validity, binding nature, and enforceability of the Loan Documents and the perfection and priority of the liens and encumbrances granted in the Loan Documents, (iii) in gaining possession of, holding, preserving, and protecting the Collateral, (iv) otherwise in relation to the Loan Documents, the Collateral, or the rights and remedies of Bank under the Loan Documents or relating to the Collateral, and (v) in preparing for the foregoing, whether or not any legal proceeding is brought or other action is taken. Such costs, expenses, and fees shall include, without limitation, all such costs, expenses, and fees incurred in connection with any bankruptcy, receivership, replevin, or other court proceedings (whether at the trial or appellate level). Borrower agrees to pay interest on such costs, expenses, and fees at the Default Rate from the date incurred by Bank until paid in full. Such interest shall be computed on the basis of a 365 day year and actual days elapsed.

7. BANK'S OBLIGATIONS TO BORROWER ONLY. The obligations of Bank under this Agreement are for the benefit of Borrower only. No other Person shall have any rights hereunder or be a third-party beneficiary hereof.

8. SURVIVAL. The representations, warranties, and covenants of Borrower in the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of Advances.

9. INTEGRATION, ENTIRE AGREEMENT, CHANGE DISCHARGE, TERMINATION, WAIVER APPROVAL, CONSENT, ETC. The Loan Documents contain the complete understanding and agreement of Borrower and Bank and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations on the matters set forth in the Loan Documents. No provision of the Loan Documents may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto. Delay or failure by Bank to insist on performance of any obligation when due or compliance with any other term or condition in the Loan Documents shall not operate as a waiver thereof or of any other obligation, term, or condition or of the time of the essence provision. Acceptance of late payments shall not be a waiver of the time of the essence provision, the right of Bank to require that subsequent payments be made when due, or the right of Bank to declare an Event of Default if subsequent payments are not made when due. Any approval, consent, or statement that a matter is satisfactory by Bank under the Loan Documents must be in writing executed by Bank and shall be construed to apply only to the Persons and facts specifically set forth in the writing. Delay or failure by the Bank to insist on performance of any obligation when due or compliance with any other term or condition in the Loan Documents shall not operate as a waiver thereof or of any other obligation, term, or condition or of the time of the essence provision.

10. BINDING EFFECT. The Loan Documents shall be binding upon and shall inure to the benefit of Bank and each Borrower and their successors and assigns, provided, however, that Borrower may not assign any of its rights or delegate any of its obligations under the Loan Documents and any purported assignment or delegation shall be void, and provided further that Bank may sell participations in or assign the loan commitment contained in this Agreement, and may exchange financial information about Borrower, but not financial information with regard to employees of Borrower, with actual or potential participants or assignees; provided, however, such actions shall not be taken by Bank without the prior written approval of Borrower, which approval shall not be unreasonably withheld.

11. SEVERABILITY. If any provision or any part of any provision of the Loan Documents is unenforceable, the enforceability of the other provisions or the other provisions and the remainder of the subject provision, respectively, shall not be affected and they shall remain in full force and effect.

12. CHOICE OF LAW. The Loan Documents shall be governed by the law of the State of Arizona, without giving effect to conflict of laws principles.

13. TIME OF ESSENCE. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

14. NOTICES AND DEMANDS. All demands or notices under the Loan Documents shall be in writing (including, without limitation, telecopy, telegraphic, telex, or cable communication) and mailed, telecopied, telegraphed, telexed, cabled, or delivered to the

respective party hereto at the address specified at the end of this Section 14 or such other address as shall have been specified in a written notice. Any demand or notice mailed shall be mailed first-class mail, postage-prepaid, return-receipt-requested and shall be effective upon the earlier of (i) actual receipt by the addressee, and (ii) the date shown on the return-receipt. Any demand or notice not mailed will be effective upon the earlier of (i) actual receipt by the addressee, and (ii) the time the receipt of the telecopy, telegram, telex, or cable is mechanically confirmed.

Addresses for Notices to Borrower:

Cochise County Treasurer's Office
1415 Melody Lane
Bisbee, AZ 85603
Telephone: (520) 432-8400
Facsimile: (520) 432-8438

Address for Notice to Bank:

JPMorgan Chase Bank, N.A.
201 North Central Avenue
Floor 21, Dept. AZ1-1180
Phoenix, AZ 85004
Attn: George W. McManus
Telephone: (602) 221-2179
Facsimile: (602) 221-1075

With Copy to:

JPMorgan Chase Bank, N.A.
201 North Central Avenue
Floor 21, Dept. AZ1-1175
Phoenix, AZ 85004
Attn: _____

Telephone: (XXX)XXX-XXXX
Facsimile: (XXX)XXX-XXXX

15. RESCISSION OR RETURN OF PAYMENTS. If at any time or from time to time, whether before or after payment and performance of the Obligations in full, all or any part of any amount received by Bank in payment of, or on account of, any Obligation is or must be, or is claimed to be, avoided, rescinded, or returned by Bank to Borrower or any other Person for any reason whatsoever (including, without limitation, bankruptcy, insolvency, or reorganization of Borrower or any other Person), such Obligation and any liens, security interests, and other encumbrances that secured such Obligation at the time such avoided, rescinded, or returned payment was received by Bank shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

16. HEADINGS. The headings at the beginning of each section of the Loan Documents are solely for convenience and are not part of the Loan Documents.

17. MULTIPLE CREDIT ACCOMMODATIONS. If from time to time Borrower has more than one loan or other credit accommodation with Bank, Borrower agrees that, unless otherwise agreed by Bank and such Borrower in writing, (i) the Loan Documents and the agreements, documents, and instruments evidencing and relating to such other loan(s) and credit accommodation(s) shall all remain in effect and neither shall supersede the other, regardless of whether the Loan Documents and such other agreements, documents, and instruments have differing terms, conditions, and requirements, and (ii) regardless of any such differences, such Borrower shall comply with all the terms, conditions, and requirements of the Loan Documents and of such other agreements, documents, and instruments.

18. SECURITY INTEREST. Pursuant to Arizona Revised Statutes Section 11-604.41, Bank is entitled to and Borrower hereby grants to Bank a security interest in the non-restricted operating revenues received by the Cochise County, Arizona, Treasurer on behalf of Borrower and in all proceeds of such non-restricted operating revenues to secure the Obligations.

19. WAIVER OF SPECIAL DAMAGES. BORROWER WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT BORROWER MAY HAVE TO CLAIM OR RECOVER FROM BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

20. USURY LAWS. Notwithstanding any other provision of this Agreement, the parties agree that the maximum rate or rates of interest to be charged by Bank hereunder shall not exceed the maximum rates permitted under the Act, as it exists on the date hereof. This Section covers the transactions described in this Agreement and any other agreements with Bank or its affiliates executed in connection with this Agreement, to the extent they are subject to the Arizona usury laws (the "Transactions"). Borrower understands and believes that the Transactions comply with the Arizona usury laws. However, if any interest or other charges paid or payable in connection with the Transactions are ever determined to exceed the maximum amount permitted by law, such Borrower agrees that:

(a) the amount of interest or other charges payable or paid by Borrower pursuant to the Transactions shall be reduced to the maximum amount permitted by law; and

(b) any excess amount previously collected from Borrower in connection with the Transactions which exceeded the maximum amount permitted by law will be credited against the then outstanding principal balance. If the outstanding principal balance has been repaid in full, the excess amount paid will be refunded to such Borrower.

21. COUNTERPARTS. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

22. TERMINATION OF CONFLICT OF INTEREST. This Agreement may be subject to termination under the circumstances described in and as provided in Section 38-511 of the Arizona Revised Statutes. If this Agreement is terminated by Borrower pursuant to said Section 38-511, all advances for the benefit of such Borrower and accrued interest shall be due and payable immediately.

23. JURY WAIVER. EACH BORROWER AND BANK HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) BETWEEN BORROWER AND BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

[SIGNATURE PAGES FOLLOW]

DATED as of the date first above stated.

COCHISE COUNTY, ARIZONA

By: _____
Name: _____
Title: Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Attorney for the County

COCHISE COUNTY TREASURER,
As Agent for the County

By: _____
Name: Ms. Marsha Bonham
Title: Cochise County Treasurer

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Exhibit A
To
Business Loan Agreement

SPECIMEN OF PROMISSORY NOTE
(COCHISE COUNTY)

Exhibit B
To
Business Loan Agreement
FORM OF DECLARATION
(COCHISE COUNTY)

(Use County Letterhead)

Date:

_____, _____
JPMorgan Chase Bank, N.A.
Government Banking

_____, Arizona XXXXX

Re: Letter of Declaration for _____ County, for calendar years 20__ and 20__

Dear _____:

_____ County ("County") has approved obtaining a revolving line of credit ("Line of Credit") for the County from JPMorgan Chase Bank, N.A. ("Bank") pursuant to A.R.S. Section 11-604.01 and requests the County Treasurer to enter into an agreement with the Bank to provide the Line of Credit to the County.

In accordance with the Internal Revenue Code of 1986, as amended from time to time ("Code"), the County hereby certifies that it is reasonably anticipated that the aggregate amount of "tax-exempt obligations" (as defined in Code Section 265(b)(4)) which will be issued by the County during each of the above-referenced calendar years will not exceed \$10,000,000 and hereby designates all borrowings under the Line of Credit as "qualified tax-exempt obligations" (as defined in Code Section 265(b)(3)(B)).

In the event the anticipated amount for either year changes to the extent that the above certification changes, the County agrees to deliver to the Bank a supplement to this letter notifying the Bank of such change.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Declaration are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Sincerely,

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

Subscribed and sworn before me by _____ this ____ day of _____, _____.

Notary Public

My commission expires:

Exhibit C
To
Business Loan Agreement
FORM OF ADDENDUM
(COCHISE COUNTY)

ADDENDUM NO. ____

EFFECTIVE DATE: _____

PARTIES: Borrower _____ County, Arizona Board of Supervisors
for _____ County, through the _____
County Treasurer, as its agent

Bank JPMorgan Chase Bank, N.A., a national banking
association authorized to do business in the State of
Arizona

RECITAL:

Bank and Borrower are parties to that certain Business Loan Agreement, dated July 1, 2012 (“Agreement”), and Promissory Note, dated July 1, 2012 (“Note”), as the Agreement and Note have been amended, modified, extended, renewed, restated, or supplemented. Bank and Borrower desire to enter into this Addendum No. ____ (“Addendum”) to modify the Agreement and Note, as described herein.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Borrower agree as follows:

1. Definitions. Unless otherwise defined in this Addendum, the capitalized words and phrases used herein shall have the meanings as described in the Agreement.

2. Modification to Commitment Expiration Date. The Commitment Expiration Date is hereby extended from June 30, 201_ to June 30, 201_. After the Effective Date, all references in the Agreement to the Commitment Expiration Date shall mean and refer to June 30, 201_.

3. Commitment Amount Cap/Principal Amount of Note. The Commitment Amount Cap and the Principal Amount of the Note are hereby modified to be in the amount of _____ and NO/100 Dollars (\$ _____) (“Revised Amount”). After the Effective Date, all references in the Agreement to the Commitment Amount Cap and in the Note to the Principal Amount shall mean and refer to the Revised Amount.

5. Full Force and Effect. Except as modified in this Addendum, the terms and conditions of the Loan Documents remain unchanged and in full force and effect.

6. Representations and Warranties. Borrower hereby represents and warrants to Bank that the representations and warranties in Section 4 of the Agreement are correct and complete as of the Effective Date, except as Borrower shall have otherwise notified Bank in writing prior to the Effective Date.

7. Governing Law. This Addendum shall be deemed to be a contract made under the laws of the State of Arizona for all purposes and shall be construed in accordance with the laws of said State, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Bank and Borrower have caused this Addendum to be executed and delivered as of the Effective Date.

_____ COUNTY TREASURER,
As Agent for the County

By: _____
Name: _____
Title: _____ County Treasurer

APPROVED AS TO FORM:

Attorney for the County

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

**THIS NOTE IS IN FULLY REGISTERED FORM AND IS NOT TRANSFERABLE
EXCEPT ON THE REGISTRATION BOOKS OF BORROWER**

COCHISE COUNTY REVOLVING LINE OF CREDIT

PROMISSORY NOTE

JPMorgan Chase Bank, N.A.
201 North Central Ave., Floor 21
Phoenix, Arizona 85004

DRAFT

Date: July 1, 2012

Principal Amount: **\$2,750,000.00**

1. **PROMISE TO PAY AND INTEREST.** For value received, the undersigned, COCHISE COUNTY, ARIZONA, ACTING THROUGH THE COCHISE COUNTY TREASURER, AS ITS AGENT (“Borrower”) promises to pay to JPMORGAN CHASE BANK, N.A., or registered assigns (“Bank”) at its above office, or at such other place as Bank may designate in writing, in lawful money of the United States of America, in the principal sum of Two Million Seven Hundred and Fifty Thousand and NO/100 Dollars (**\$2,750,000.00**), or, if different, the unpaid amount disbursed by Bank by making Advances (as such term is defined in the Business Loan Agreement (Cochise County Revolving Line of Credit), dated of even date herewith (“Loan Agreement”), between Borrower and Bank, as it may be amended, modified, extended, renewed, restated, or supplemented from time to time), as shown on the records of Bank which, when in agreement with the records of Borrower, shall be conclusive as to such unpaid amount, with interest thereon from the date advanced at the Interest Rate. “Interest Rate” means any of the Qualified Tax Exempt Interest Rate set forth in Section 2, the Non-Qualified Tax Exempt Interest Rate set forth in Section 3, or the Taxable Interest Rate set forth in Section 4 below, as may be applicable from time to time

2. **QUALIFIED TAX EXEMPT INTEREST RATE.** If interest payable with respect to an Advance under this Note is not included in the gross income of Bank, or the registered owner if other than Bank, under the Internal Revenue Code of 1986 and the regulations thereunder, as such code and regulations heretofore have been and hereafter may be amended from time to time (“Code and Regulations”), and is not otherwise subject to the federal income tax, and if all of the requirements set forth in both Section 5(a) and Section 5(b) of this Note are met, then the Interest Rate applicable to the specific Advance (the “Qualified Tax Exempt Interest Rate”) shall be a rate per annum equal to _____ percent (XX.X%) of the Prime Rate, provided that in no event shall the Qualified Tax Exempt Interest Rate at any time exceed ten percent (10%) per annum. The Qualified Tax Exempt Interest Rate will be re-determined by Bank on each day that the Prime Rate changes and any change in the Qualified Tax Exempt Interest Rate will be effective on and after the date of such change and until the next change in the Qualified Tax Exempt Interest Rate.

3. **NON-QUALIFIED TAX EXEMPT INTEREST RATE.** If interest payable with respect to an Advance under this Note is not included in the gross income of Bank, or the registered owner if other than Bank, under the Code and Regulations, and is not otherwise

subject to the federal income tax, and if all of the requirements set forth in Section 5(a) of this Note are met, but not the requirements set forth in Section 5(b), then the Interest Rate applicable to the specific Advance (the “Non-Qualified Tax Exempt Interest Rate”) shall be a rate per annum equal to _____ percent (XX%) of the Prime Rate, provided that in no event shall the Non-Qualified Tax Exempt Interest Rate at any time exceed ten percent (10%) per annum. The Non-Qualified Tax Exempt Interest Rate will be re-determined by Bank on each day that the Prime Rate changes and any change in the Non-Qualified Tax Exempt Interest Rate will be effective on and after the date of such change and until the next change in the Non-Qualified Tax Exempt Interest Rate.

4. TAXABLE INTEREST RATE. If interest payable under this Note is included in the gross income of Bank, or the registered owner if other than Bank, under the Code and Regulations, or is otherwise subject to federal income tax, or if one or more of the requirements set forth in Section 5(a) of this Note are not met, the Interest Rate applicable to the specific Advance (the “Taxable Interest Rate”) during each calendar quarter shall be a rate per annum equal to one hundred ten percent (110.00%) of the previous quarter’s weighted average “prime rate” among the top three financial institutions by asset size in the State of Arizona.

5. REQUIREMENTS

(a) Tax Exempt Interest Rate. For each Advance, Borrower shall meet all of the following requirements to qualify for a Tax Exempt Interest Rate:

(i) Borrower signs and files with the United States Internal Revenue Service a properly completed Form 8038-G as and when required by the Code and Regulations and promptly delivers to Bank a copy of each filed Form 8038-G.

(b) Qualified Tax Exempt Interest Rate. For each Advance, Borrower shall meet all of the following requirements, in addition to the requirements set forth in paragraph (a) above, to qualify for a Qualified Tax Exempt Interest Rate:

(i) Borrower delivers to Bank a Declaration (as defined in the Loan Agreement) certifying that the indebtedness evidenced by this Note with respect to such Advance is a “Qualified Tax Exempt Obligation,” as such term is defined in Section 265 of the Code and Regulations.

(ii) The Advance is a “Qualified Tax Exempt Obligation,” as such term is defined in Section 265 of the Code and Regulations.

6. CERTAIN DEFINED TERMS.

(a) “Prime Rate” means the rate of interest per annum announced from time to time by the Bank, or Bank’s successors, in Phoenix, Arizona, as its prime rate. The Prime Rate is a variable rate and each change in the Prime Rate is effective from and including the date the change is announced as being effective. THE PRIME RATE IS A REFERENCE RATE AND MAY NOT BE THE BANK’S LOWEST RATE.

(b) “Tax Exempt Interest Rate” means either a Qualified Tax Exempt Interest Rate, or a Non-Qualified Tax Exempt Interest Rate.

7. TAXABILITY OF TAX EXEMPT INTEREST.

(a) Borrower agrees that in the event that Borrower pays interest at a Tax-Exempt Interest Rate on any portion of the sums outstanding hereunder, and

(i) the Internal Revenue Service determines that the interest on such portion is not exempt from federal income taxation, or

(ii) Bank is required to pay any sums as federal income taxes because of any assertion by the Internal Revenue Service (whether or not a final determination) that interest paid on such portion of the obligations of Borrower hereunder is not exempt from federal income tax,

then, the applicable interest rate hereunder for that portion shall be deemed always to have been the Taxable Interest Rate and Borrower shall, immediately upon request by Bank, pay to Bank the difference between (A) interest, computed at the Taxable Interest Rate, on any such portion at any time outstanding hereunder and (B) the interest already paid for such portion by Borrower under this Agreement. The obligations of Borrower under this section shall survive the termination of the Loan Documents and the repayment of sums borrowed hereunder.

(b) Borrower agrees that in the event that Borrower pays interest at a Qualified Tax-Exempt Rate on any portion of the sums outstanding hereunder, and

(i) the Internal Revenue Service determines that the interest on such portion is not subject to treatment as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Code, or

(ii) Borrower causes the amount of tax-exempt obligations issued in any calendar year for which such Borrower is paying interest at a Qualified Tax-Exempt Rate to exceed \$10,000,000; or

(iii) Bank is required to pay any sums as federal income taxes because of any assertion by the Internal Revenue Service (whether or not a final determination) that all or any portion of the obligations of Borrower hereunder are not “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code,

then, the applicable interest rate hereunder for the portion that no longer qualifies as a Qualified Tax-Exempt Obligation shall be deemed always to have been the Non-Qualified Tax-Exempt Interest Rate and Borrower shall, immediately upon request by Bank, pay to Bank the difference between (A) interest, computed at the Non-Qualified Tax-Exempt Interest Rate, on any such portion at any time outstanding hereunder and (B) the interest already paid for such portion by Borrower under this Agreement. The obligations of Borrower under this section shall survive the termination of the Loan Documents and the repayment of sums borrowed hereunder.

8. PAYMENT IN FULL ON THE MATURITY DATE. Prior to June 30, 2013, or if the Commitment Expiration Date under the Loan Agreement has been extended by mutual agreement between Borrower, acting through its agent, the Cochise County Treasurer, and Bank, such Commitment Expiration Date (the "Maturity Date"), payments under this Note shall be made as Borrower receives "non-restricted operating revenues", as such term is used in Arizona Revised Statutes Section 11-604.01. On the Maturity Date, Borrower shall pay to Bank the unpaid principal, all accrued and unpaid interest, and all other amounts ("Other Amounts") payable by such Borrower to Bank under the Loan Documents. "Loan Documents" means this Note, the Loan Agreement, the Services Proposal (as defined in the Loan Agreement), and any other agreements, documents, and instruments relating to this Note, as they may be amended, modified, extended, renewed, restated, or supplemented from time to time. Nothing set forth in this Section 8 waives or otherwise modifies Borrower's obligation to pay principal, interest, and Other Amounts on dates prior to the Maturity Date, as required herein or in the Loan Agreement.

9. INTEREST.

(a) Principal shall bear interest at the Interest Rate from the date of disbursement until the due date thereof, whether by acceleration or otherwise. Principal, interest, and Other Amounts not paid when due and any judgment therefore shall bear interest from its due date or the judgment date, as applicable, until paid at a rate of ten percent (10%) per annum ("Default Rate"), and such interest shall be immediately due and payable.

(b) All interest under the Loan Documents shall be computed on the basis of a 365-day year and accrue on a daily basis for the actual number of days elapsed. Borrower agrees to pay an effective rate of interest that is the sum of (i) the Interest Rate provided herein and (ii) any additional rate of interest resulting from any other charges or fees paid or to be paid in connection herewith that are determined to be interest or in the nature of interest.

10. PAYMENT IN FULL PRIOR TO THE MATURITY DATE. Notwithstanding any other provision herein or in the Loan Documents, Borrower shall pay to Bank all outstanding principal, interest and Other Amounts on June 30 of each year. So long as Borrower makes such payment, Borrower shall, subject to the provisions of the Loan Agreement, continue to be entitled to Advances pursuant to the Loan Agreement prior to the Commitment Expiration Date specified therein. Principal, interest, and Other Amounts not paid on June 30 of each year shall bear interest from June 30 until paid at the Default Rate, and such interest shall be immediately due and payable.

11. APPLICATION OF PAYMENTS. At the option of Bank, payments shall be applied to principal, interest, and Other Amounts in such order as Bank shall determine.

12. PREPAYMENT. Borrower may prepay the outstanding principal balance hereof, in whole or in part, at any time prior to the Maturity Date without penalty or premium.

13. NO COUNTERCLAIMS, DEDUCTIONS, ETC. All payments and other obligations of Borrower under the Loan Documents will be made and performed without counterclaim, deduction, defense, deferment, reduction, or set-off.

14. EVENTS OF DEFAULT. Each of the following shall be an event of default (“Event of Default”):

(a) Failure by Borrower to pay when due (i) any amount payable by Borrower under any of the Loan Documents, or (ii) any other indebtedness of Borrower to Bank.

(b) Failure by Borrower to perform any material obligation not involving the payment of money, or to comply with any other term or condition applicable to Borrower, in any of the Loan Documents.

(c) Any representation or warranty made by Borrower in any of the Loan Documents or otherwise or any information delivered by Borrower to Bank in obtaining or hereafter in connection with the credit evidenced by this Note is or becomes materially incomplete, incorrect, or misleading from the representations or warranties made of the date of this Note or as of the date made or delivered.

(d) The occurrence of any change or other event that Bank determines has or will materially and adversely affect (i) any or all property, interests in property, or rights to property securing the obligations of Borrower under the Loan Documents, including without limitation the security interest in the non-restricted operating revenues received by the Cochise County Treasurer on behalf of Borrower (“Collateral”) as security for the obligations of Borrower under the Loan Documents, (ii) the financial condition of Borrower, or (iii) the ability of Borrower to pay the monetary obligations of Borrower under the Loan Documents.

(e) Borrower (i) is unable or admits in writing Borrower’s inability to pay Borrower’s monetary obligations as they become due, (ii) is generally not paying its debts as they become due, (iii) makes a general assignment for the benefit of creditors, or (iv) applies for, consents to, or acquiesces in, appointment of a trustee, receiver, or other custodian for Borrower or any or all of the property of Borrower, or in the absence of such application, consent, or acquiescence by Borrower a trustee, receiver, or other custodian is appointed for Borrower or any or all of the property of Borrower.

(f) Commencement of any case under the Bankruptcy Code (Title 9 of the United States Code) or commencement of any other bankruptcy, arrangement, reorganization, receivership, custodianship, or similar proceeding under any federal or state law by or against Borrower.

(g) Attachment, garnishment, levy of execution, or seizure by legal process of any or all Collateral of Borrower, except any pre-judgment attachment or garnishment of any or all Collateral.

(h) Any legal proceeding or other action against or affecting any or all Collateral of Borrower is commenced (including, without limitation, any prejudgment attachment or garnishment) and is not quashed, stayed, or released within twenty (20) days.

(i) Any Collateral of Borrower is sold, disposed of, or otherwise transferred by such Borrower after the date of this Note, not in the ordinary course of operations of Borrower.

(j) Any Collateral of Borrower becomes subject to any lien or security interest, other than the security interest granted to Bank in this Note.

(k) Any Collateral of Borrower is lost, stolen, suffers substantial damage or destruction, or is used in violation of any law, ordinance, regulation, or rule (federal, state, or local).

(l) Borrower abandons or, except for expenditure of funds included in the Collateral in the ordinary operations of Borrower, ceases to have exclusive possession of any Collateral or any books and records of Borrower relating to the Collateral.

(m) Borrower or any other person on behalf of Borrower claims that any Loan Document is not legal, valid, binding, and enforceable against Borrower, that any lien, security interest, or other encumbrance securing any of the obligations under the Loan Documents is not legal, valid, binding, and enforceable, or that the priority of any lien, security interest, or other encumbrance securing any of the obligations in the Loan Documents is different than the priority set forth in Arizona Revised Statutes Section 11-604.01 (except as such priority may be affected by the laws regarding garnishment of wages of Borrower's employees and federal and state tax liens for withholding taxes of Borrower's employees).

(n) The occurrence of any condition or event that is a default or is designated as a default, an event of default, or an Event of Default in any other Loan Document or in any agreement, document, or instrument relating to any other indebtedness of Borrower to Bank.

(o) The occurrence of any condition or event that is designated as a default or an event of default and the expiration of any cure period with respect to any other indebtedness of Borrower to any other person.

(p) The failure of Borrower to repay to Bank within five (5) Business Days of written notice from Bank to Borrower the amount by which the outstanding amount of Advances exceeds the Commitment.

15. RIGHTS AND REMEDIES OF BANK. Upon occurrence of an Event of Default, Bank may, at its option, in its absolute and sole discretion, and without demand or notice, (i) declare the obligations in the Loan Documents to be immediately due and payable, whereupon the obligations in the Loan Documents shall be immediately due and payable, and (ii) exercise any or all other rights and remedies of Bank concurrently or consecutively in such order as Bank elects. The rights and remedies of Bank shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any right or remedy of Bank shall not be a waiver thereof, or of any other right or remedy of Bank, or of the time, of the essence provision. Exercise of any right or remedy of Bank shall not cure or waive any Event of Default or invalidate any act done in response to any Event of Default.

16. LIMIT OF LIABILITY OF BANK. In exercising rights and remedies, neither Bank nor any stockholder, director, officer, employee, agent, or representative of Bank shall have any liability for any injury to the assets, business, operations, or property of Borrower or any other liability to Borrower, other than for its own gross negligence or willful misconduct.

17. PROVISIONS IN LOAN AGREEMENT GOVERN THIS AGREEMENT. This Note is subject to certain terms and provisions in the Loan Agreement, to which reference is made for a statement of such terms and provisions.

18. WAIVER OF STATUTE OF LIMITATIONS. Borrower waives, to the full extent permitted by law, the right to plead any statutes of limitations as a defense to any or all obligations under the Loan Documents.

19. WAIVERS BY BORROWER. Borrower (i) waives, to the full extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents), and (ii) agrees that Bank may enforce this Note and any other Loan Documents against Borrower without first having sought enforcement against any Collateral.

20. JURY WAIVER. BORROWER AND BANK HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) BETWEEN BORROWER AND BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO PROVIDE THE FINANCING DESCRIBED HEREIN.

21. WAIVER OF SPECIAL DAMAGES. BORROWER WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT BORROWER MAY HAVE TO CLAIM OR RECOVER FROM BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

[Signatures appear on following page]

COCHISE COUNTY BOARD OF SUPERVISORS

By _____
Title: Chairman, Board of Supervisors

ATTEST:

Clerk of the Board

COCHISE COUNTY, ACTING THROUGH THE
COCHISE COUNTY TREASURER, AS ITS
AGENT

By _____
Ms. Marsha Bonham, Cochise County Treasurer

APPROVED AS TO FORM:

County Attorney

**FORM OF DECLARATION
(COUNTY)**

(Use County Letterhead)

Date:

George W. McManus, Vice President
JPMorgan Chase Bank, N.A.
Government Banking
201 North Central Avenue
21st Floor, AZ1-1178
Phoenix, AZ 85004

Re: Letter of Declaration for Cochise County, for calendar years 20__ and 20__

Dear Mr. McManus:

Cochise County ("County") has approved obtaining a revolving line of credit ("Line of Credit") for the County from JPMorgan Chase Bank, N.A. ("Bank") pursuant to A.R.S. Section 11-604.01 and requests the County Treasurer to enter into an agreement with the Bank to provide the Line of Credit to the County.

In accordance with the Internal Revenue Code of 1986, as amended from time to time ("Code"), the County hereby certifies that it is reasonably anticipated that the aggregate amount of "tax-exempt obligations" (as defined in Code Section 265(b)(4)) which will be issued by the County during each of the above-referenced calendar years will not exceed \$10,000,000 and hereby designates all borrowings under the Line of Credit as "qualified tax-exempt obligations" (as defined in Code Section 265(b)(3)(B)).

In the event the anticipated amount for either year changes to the extent that the above certification changes, the County agrees to deliver to the Bank a supplement to this letter notifying the Bank of such change.

To the best of the undersigned's knowledge, information and belief, the expectations set forth in this Declaration are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

Sincerely,

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of _____)

Subscribed and sworn before me by _____ this ____ day of _____, _____.

Notary Public

My commission expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

NAME n/a
of PRESENTER:

Mandated Function?:

Recommendation:

of ORIGINALS

Submitted for Signature:

TITLE n/a
of PRESENTER:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Amendment 5 to IGA#: YH07-0007-04, Detention Inmate Inpatient Medical Care

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS 0

Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

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

Information

Agenda Item Text:

Approve Amendment #5 to IGA #YH07-0007-04, Detention Inmate Inpatient Medical Care, between the Arizona Health Care Cost Containment System (AHCCCS) and Cochise Health & Social Services (CHSS), for the period from 1/1/12 to 12/31/12.

Background:

In January 2007, CHSS entered into an IGA with AHCCCS to enable the county to tap AHCCCS funds for jail inmates who are (i) AHCCCS-eligible and (ii) require inpatient medical treatment. There are four changes in this amendment, as follows:

1. Extend contract to 12/31/12.
2. Minor clarification of the definition of "Purpose."
3. Revise AHCCCS contact personnel.
4. Reduce per claim processing fee from \$435 to \$242 based on projected patient volumes.

This IGA has been an unqualified success at reducing County expenses since it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved a total of \$93,000 net of administrative costs. Even though savings to the county are contingent mostly on the volume of inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes extension of this IGA crucial. The administrative burden of this program is modest and is ably managed by existing finance and jail medical staff.

Department's Next Steps (if approved):

Your approval is respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this IGA renewal could materially boost detainee medical expenses paid by the county general fund.

To BOS Staff: Document Disposition/Follow-Up:

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

Fiscal Impact

Fiscal Year:	2012-2013
One-time Fixed Costs? (\$\$\$):	0
Ongoing Costs? (\$\$\$):	0
County Match Required? (\$\$\$):	0
A-87 Overhead Amt? (Co. Cost Allocation \$\$\$):	0
Source of Funding?:	AHCCCS

Fiscal Impact & Funding Sources (if known):

This IGA has been an unqualified success at reducing County expenses since it enables the county to tap federal Medicaid funds for approximately two-thirds of eligible inpatient medical bills. Since the inception of the contract, the county has saved a total of \$93,000 net of administrative costs. Even though savings to the county are contingent mostly on the volume of inpatient medical visits (relatively infrequent occurrences), the potential large dollar impact of even one such event makes extension of this IGA crucial. The administrative burden of this program is modest and is ably managed by existing finance and jail medical staff.

Attachments

Jail Medical AHCCCS Amend 5

Regular Board of Supervisors Meeting

Community Development

Meeting Date: 07/10/2012

Long-Range Plan PARA Grant Application

Submitted By: Frances Marinez, Community Development

Department: Community Development

Division: Highways

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Karen Lamberton

TITLE of PRESENTER: Transportation Planner

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: 23 U.S.C 134 Section 3303(a)(2) & A.R.S. § 11-251 (4) & Ordinance 013-94

Information

Agenda Item Text:

Adopt Resolution 12-25 authorizing staff to apply for a Planning Assistance for Rural Areas (PARA) grant, through the Arizona Department of Transportation, for technical assistance to complete the Cochise County Long-Range Transportation Plan.

Background:

Staff have been developing a long-range transportation plan for Cochise County to identify a set of potential multi-modal projects, polices and strategies to help move people and goods in and through Cochise County now and into the year 2040. This plan has is now about eighty-five percent complete. Preliminary mapping has been done; however, to fully complete the work effort on this plan consultant services for modeling specific corridor options, mapping the existing and potential 2040 plans in both an accurate and graphically pleasing manner and verifying staff assumptions made for existing and future costs would be desired.

PARA grants are offered by the Arizona Department of Transportation to offer specialized technical services to rural areas that might otherwise be beyond in-house capability or resources. In addition, this grant provides for a public outreach component that would assist in obtaining valued input into identified solutions for the County's future transportation needs. The combined efforts of County staff, with the technical assistance of the selected consultant, would result in completion of the long-range transportation plan early in the year 2014.

Department's Next Steps (if approved):

Staff will complete and submit a PARA grant application for consideration in the next fiscal year funding cycle. If awarded, the work would likely begin next calendar year and be completed within 9 to 12 months.

Impact of NOT Approving/Alternatives:

Staff will not submit a grant application for this proposed technical assistance this year.

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

Resolution LRTP PARA Grant

PowerPoint Presentation LRTP PARA Grant

RESOLUTION 12 - ____

AUTHORIZING STAFF TO APPLY FOR A PLANNING ASSISTANCE FOR RURAL AREAS GRANT, THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR TECHNICAL ASSISTANCE WITH LONG-TERM TRANSPORTATION PLANNING

WHEREAS, the Board of Supervisors oversees planning and infrastructure management for the County's transportation system, including roadways, pathways and bridges; and

WHEREAS, successful rural transportation planning addresses system performance and preservation as well as long-range mobility and access needs for people and goods; and

WHEREAS, a county-wide long-range transportation plan provides for sound decision making for future transportation investments resulting in improved land use planning and improves access, mobility and safety; and

WHEREAS, developing conceptual level assessments of future roadway corridors and alternative mode routes builds a foundation for developing policy, prioritizing future projects and identifying appropriate transportation funding sources; and

WHEREAS, the 2011-2015 Long-Range Strategic Plan for Cochise County identifies the development of a long-term transportation infrastructure plan as a specifically desired implementation strategy; and

WHEREAS, the Planning Assistance for Rural Area grant provides one hundred percent (100%) funding to assist rural areas with meeting critical technical transportation planning needs,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby supports the application to the Planning Assistance for Rural Areas through the Arizona Department of Transportation as described above.

RESOLUTION 12-__

Re: Authorizing Staff to Apply for a Planning Assistance for Rural Areas Grant, through the Arizona Department of Transportation, for Technical Assistance with Long-Term Transportation Planning

Page 2

APPROVED AND ADOPTED by the Board of Supervisors of Cochise County
this ____ day of July, 2012.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:



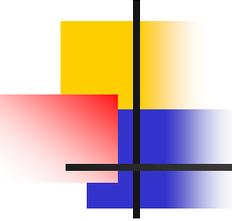
Adam Ambrose Civil
Deputy County Attorney

Long-Range Transportation Plan PARA Grant Application

Cochise County Board of Supervisors

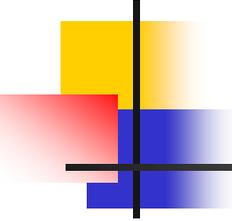
July 10, 2010





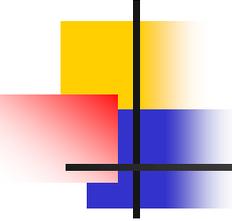
PARA GRANTS

- Planning Assistance for Rural Areas
- 2012-2013 Federal Fiscal Year
- Grant Applications Due on July 23rd
- Letters of Support provided by Safford District and SEAGO



Cochise County 2040 Long-Range Transportation Infrastructure Plan

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- **Acronyms**
- **Introduction & Location**
- **Long-Range Strategic Planning**
- **Transportation Infrastructure Plan Development**
- **Demographic Profile and Projected Growth**
- **Completed 2005-2010 Projects**
- **Transportation Needs & Challenges**
- **Transportation Finance**
- **2040 LRTP Recommendations**
 - **Roadway System**
 - **Transit System**
 - **Bikeway System**
 - **Pedestrian System**
 - **Aviation & Railroad Systems**
- **Performance Assessment**
- **Next Steps and Future Trends**
- **Sources for Additional Information**
- **Acknowledgements**
- **Appendices I - Right of Way Needs Report**
- **Appendices II - 2040 Proposed Project List**
- **Appendices III - 2040 Reserve Project List**



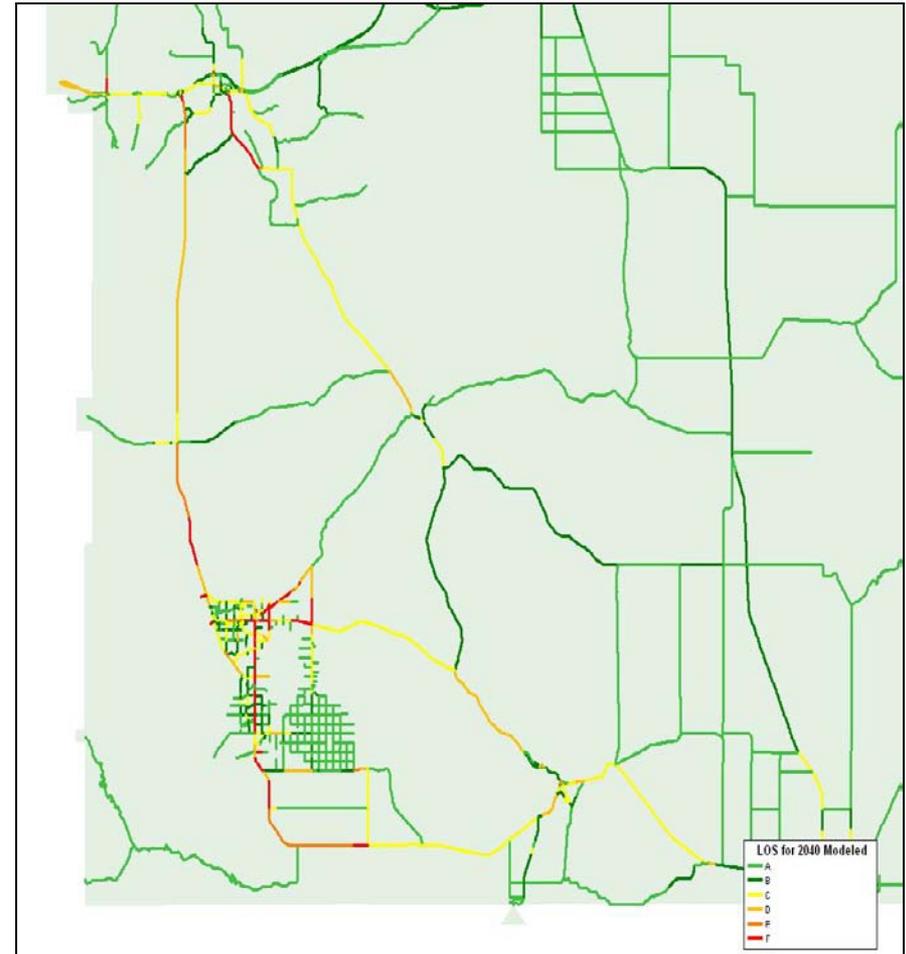
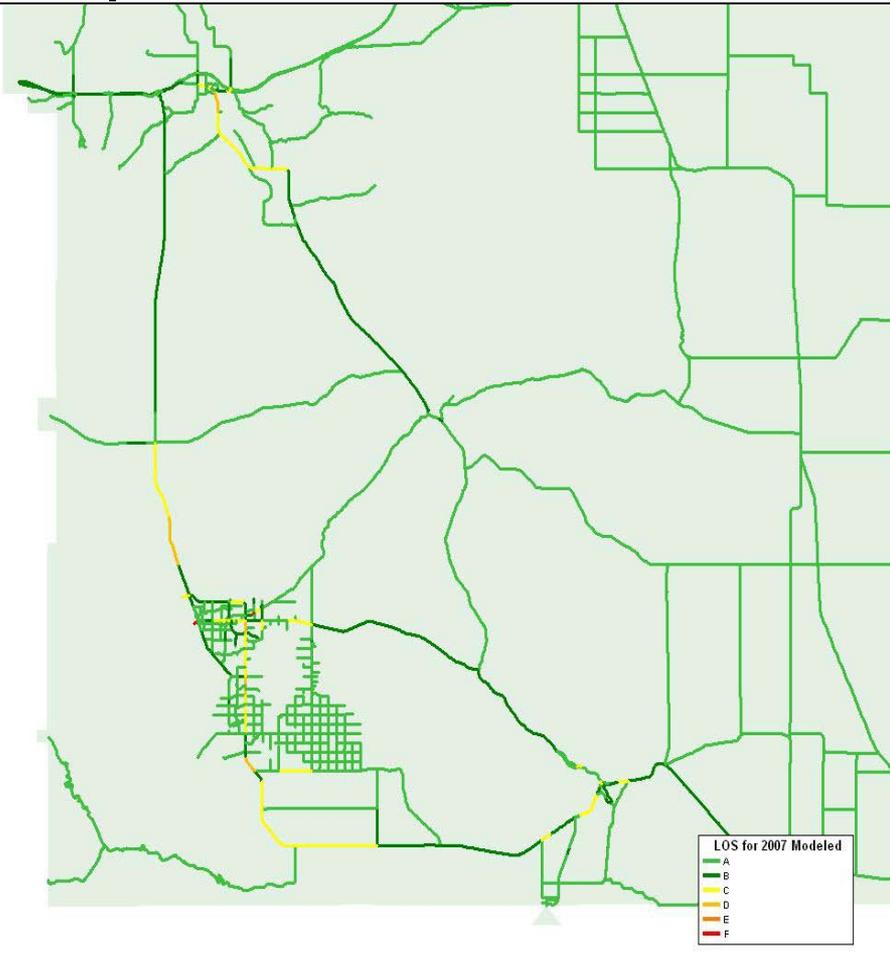
QRS II Model Projections

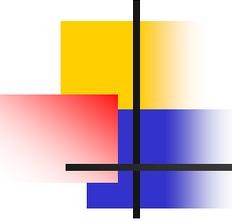
Population

Employment

- 2007 Base Year ~ 137,200 / 40,902
- Census 2010 ~ 131,346 /
- 2020 Projection ~ 169,717 / 57,023
- 2040 Projection ~ 231,851 / 83,600

County-Wide LOS Model Run

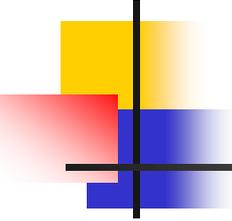




Cost Estimate Assumptions

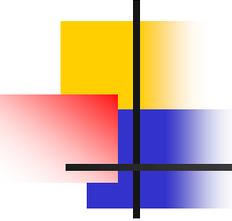
2009-2018 Needed Roadway Expenditures Arizona Association of County Engineers

Operations & Maintenance	\$235,247,000
Existing Bridge Repairs/Maintenance	\$7,919,000
New Bridges on Existing Roads	\$5,238,000
Upgrade Existing Roads	\$199,102,000
New Road Construction	\$1,308,000
Safety Improvements	\$35,199,000
TOTAL	\$387,189,000



Technical Assistance Request

- Re-Calibrate the Model
- Provide Mapping Services
- Verify Cost Estimates Assumptions
- Conceptual Corridors
- Alternative Mode Assessment
- Public Outreach Services
- Final Document Preparation
- Presentation Graphics



Resolution of Support

- Indicates support for the application; not the plan
- No Match Required
- Grants awarded Fall 2012

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 07/10/2012

Feasibility Corridor Study PARA Grant Application

Submitted By: Frances Marinez, Community Development

Department: Community Development

Division: Highways

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Karen Lamberton

TITLE of PRESENTER: Transportation Planner

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 11-251(4) & Ordinance 013-94

Information

Agenda Item Text:

Adopt Resolution 12-26 supporting a joint PARA grant application to Arizona Department of Transportation for a Feasibility Corridor Study in the Benson growth area.

Background:

Cochise County was approached by the City of Benson with a request to support a joint application for a Planning Assistance for Rural Areas (PARA) grant to conduct a Feasibility Corridor Study in the Benson growth area. The proposed Feasibility Study would take a more detailed look at conceptual alignments identified by the Northwest Area Plan; the I-10 from I-19 to SR90 DCR; the preliminary Cochise County long-range transportation plan and City of Benson transportation and comprehensive plans.

If awarded, this study would identify viable options for traffic circulation that would serve key economic growth areas given the changes in the traffic circulation that have occurred with the realignment of the I-10/SR90 interchange. Potential corridor extensions, re-alignments and new roadways would be considered to connect into and through the City of Benson, including the adjacent growth areas. Existing and future commercial centers would be considered with a specific focus on the Benson Municipal Airport. The City of Benson would prepare and submit the proposed grant and would be the primary staff lead on this PARA grant if it is awarded.

Department's Next Steps (if approved):

Staff will support the City of Benson's work effort to complete and submit a PARA grant application for consideration in the next fiscal year funding cycle. If awarded, this study would begin in early 2013 and be completed within 9 to 12 months.

Impact of NOT Approving/Alternatives:

Staff will not work with the City of Benson to submit a joint grant application for this proposed Feasibility Corridor Study this year.

To BOS Staff: Document Disposition/Follow-Up:

Please return a copy of the signed and recorded document to H&F, attn: Karen L. Lamberton.

Attachments

Resolution Feasibility Corridor Study PARA Grant

PowerPoint Presentation Feasibility Corridor PARA Grant

RESOLUTION 12 - ____

AUTHORIZING STAFF TO APPLY FOR A PLANNING ASSISTANCE FOR RURAL AREAS GRANT, THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION, IN JOINT PARTNERSHIP WITH THE CITY OF BENSON FOR A FEASABILITY COORIDOR STUDY IN THE BENSON GROWTH AREA

WHEREAS, the Board of Supervisors oversees the planning, construction and maintenance of County roadways; and

WHEREAS, successful rural transportation planning addresses system performance and preservation as well as mobility and access for people and goods; and

WHEREAS, coordination and connectivity between local jurisdictions is critically important to providing adequate, safe and effective transportation corridors for economic development; and

WHEREAS, improved connectivity between the incorporated City of Benson and adjacent areas of unincorporated Cochise County is needed to enhance rural economic connections to the Benson Municipal Airport as well as existing and future economic centers; and

WHEREAS, the Planning Assistance for Rural Area grant provides one hundred (100) percent funding to assist rural areas with meeting critical technical transportation planning needs,

NOW, THEREFORE, BE IT RESOLVED that the Cochise County Board of Supervisors hereby supports the joint application to the Planning Assistance for Rural Areas through the Arizona Department of Transportation as described above.

APPROVED AND ADOPTED by the Board of Supervisors of Cochise County this ____ day of July, 2012.

Richard R. Searle, Chairman
Cochise County Board of Supervisors

ATTEST:

Katie A. Howard,
Clerk of the Board

APPROVED AS TO FORM:



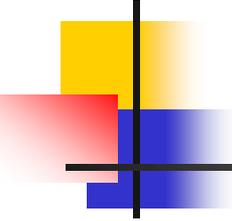
Adam Ambrose Civil
Deputy County Attorney

Feasibility Corridor Study

Joint PARA Grant Application

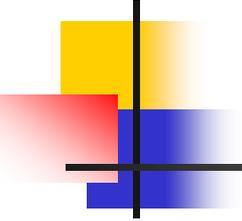
Cochise County Board of Supervisors
July 10, 2010





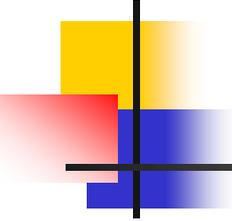
PARA GRANTS

- Planning Assistance for Rural Areas
- 2012-2013 Federal Fiscal Year
- Grant Applications Due on July 23rd
- Letters of Support provided by Safford District and SEAGO
- 100% Funded by ADOT



Key Components of Study

- Identify Conceptual Alignments
- Address Changes in Traffic Circulation
- Impact of I-10/Ocotillo TI Closure
- Access to the Benson Airport
- Alternative Routes to I-10
- Connectivity between City and County



Resolution of Support

- Joint Project with Benson
- No Match Required
- Grants awarded Fall 2012