Cochise County
Board of Supervisors

Public Programs…Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING
Tuesday, January 6, 2015 at 10:00 AM
BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

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

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 16, 2014.

2. Approve a proclamation to proclaim the week of January 25 through January 31, 2015 as "Cochise County School Choice Week".

County Sheriff

3. Approve two re-occurring contracts for Stone Garden funding from the Department of Homeland Security (DOHS) for $876,464 in Overtime and Mileage; and $117,046 for the purchasing of additional equipment to be utilized by the Sheriff's Office from December 1, 2014 through December 31, 2015.

Court Administration

4. Approve appointments of Justices of the Peace Bruce Staggs and Adam Ambrose to serve as juvenile hearing officers, authorized under A.R.S. 8-323 effective January 1, 2015.

Emergency Services

5. Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Finance

6. Approve demands and budget amendments for operating transfers.

Health & Social Services

7. Approve Amendment 2 to Intergovernmental Agreement (IGA) ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of $136,414 for the period of January 1, 2015 through December 31, 2015.

Housing Authority

8. Approve the renewal grant amount of $55,013 for the Family Self-Sufficiency Housing Program Coordinator position for calendar year 2015.

ACTION

Board of Supervisors

9. Uphold or amend the Assessor's decision in the Taxpayer Notice of Claim for Wise Dog SV LLC, parcel number 107-16-082.

10. Approve the salary for Scott McManaway, who was elected as the Constable in Precinct 5 effective January 1, 2015 in the amount of $48,294.

11. Approve the over-the-counter sales of tax deed properties remaining unsold following the June 5, 2014 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees.

Community Development

12. Approve a request from Swinerton Builders and D E Shaw Co.for a waiver or reduction of permit fees for the construction of a 15 wind turbine generating station Wind Farm from $271,175.45 to $69,027.81

County Treasurer

13. Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property and the removal of personal property tax liens on Treasurer's Certificate of Clearance No’s. 2014-0516 thru 2014-0531 pursuant to A.R.S. 42-19118.

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.

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.

Consent 1.

Regular Board of Supervisors Meeting | **Board of Supervisors**

Meeting Date: 01/06/2015

Minutes

Submitted By: Cathy Davis, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: n/a

TITLE of PRESENTER: n/a

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 December 16, 2014.

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.

Budget Information

Information about available funds

Budgeted: ☐	**Funds Available:** ☐	**Amount Available:**
Unbudgeted: ☐	**Funds NOT Available:** ☐	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Warrants

Minutes

Cochise Co. Demands 12.16.14

84814	11/26/2014	A-United Restaurant Equipment & Supply Inc	$1,575.98
84815	11/26/2014	Adele Drumlevitch, Attorney-At-Law, LLC	$600.00
84816	11/26/2014	Airwest Helicopters, LLC	$83,000.00
84817	11/26/2014	Alco Discount Store	$14.00
84818	11/26/2014	Andrew, Kathryn	$600.00
84819	11/26/2014	Aqua Life	$11.00
84820	11/26/2014	Arizona Department of Corrections - Douglas	$1,612.25
84821	11/26/2014	Arizona Department of Corrections - Douglas	$925.00
84822	11/26/2014	Arizona Department of Corrections - Douglas	$72.00
84823	11/26/2014	Arizona Department of Corrections - Douglas	$63.00
84824	11/26/2014	Arizona Department of Corrections - Douglas	$63.00
84825	11/26/2014	Arizona Department of Corrections - Douglas	$636.50
84826	11/26/2014	Arizona Justice of the Peace Association	$100.00
84827	11/26/2014	Arizona Public Service (APS)	$2,202.43
84828	11/26/2014	Arizona Radiation Regulatory Agency	$1,000.00
84829	11/26/2014	Arizona State Prison Complex - Fort Grant	$187.50
84830	11/26/2014	Arizona State Prison Complex - Fort Grant	$488.16
84831	11/26/2014	Arizona Water Company	$6,008.48
84832	11/26/2014	Auletta, Susan P	$164.50
84833	11/26/2014	Auletta, Susan P	$600.00
84834	11/26/2014	AZ Communications Group	$3,478.19
84835	11/26/2014	B&S Supply Co, Inc	$1,504.20
84836	11/26/2014	Banas, Pamela	$1,500.00
84837	11/26/2014	Banning Creek Enterprises, LLC	$9,676.00
84838	11/26/2014	Benson Police Department	$203.70
84839	11/26/2014	Big Tow, The	$106.00
84840	11/26/2014	Bisbee Observer	$33.00
84841	11/26/2014	Brown & White Inc	$10,000.00
84842	11/26/2014	Bug-Wiser Exterminating, Inc.	$180.00
84843	11/26/2014	CenturyLink	$70.22
84844	11/26/2014	CenturyLink	$67.00
84845	11/26/2014	CenturyLink	$1,409.14
84846	11/26/2014	CenturyLink	$316.85
84847	11/26/2014	CenturyLink	$32.59
84848	11/26/2014	Cochise Auto Parts, Inc.	$1,168.73
84849	11/26/2014	Cochise Private Industry Council, Inc.	$50,904.00
84850	11/26/2014	Cornerstone Environmental Group, LLC	$7,459.78
84851	11/26/2014	Coronado Veterinary Hospital	$114.10
84852	11/26/2014	Deluxe Business Forms	$95.46
84853	11/26/2014	Deneke, Buffy	$117.60
84854	11/26/2014	Douglas, City of	$294.97
84855	11/26/2014	Emily Danies Attorney at Law LLC	$4,905.00
84856	11/26/2014	Empire Southwest LLC	$11,233.32
84857	11/26/2014	FDC Rescue Products, LLC	$2,162.95
84858	11/26/2014	Flores, Juan P	$1,615.00
84859	11/26/2014	Gaylord Bros., Inc.	$76.97
84860	11/26/2014	Granite Construction Company	$1,072.48
84861	11/26/2014	Granite Construction Company	$4,272.66
84862	11/26/2014	Hamilton, Linda T.	$1,145.00
84863	11/26/2014	Hancock, Charles	$80.14
84864	11/26/2014	Harvey, Jennifer	$25.51
84865	11/26/2014	Henderson, Robert	$100.00
84866	11/26/2014	Hopper Jr., Albert N	$2,000.00
84867	11/26/2014	Hughes, Wendell M.	$9,521.10
84868	11/26/2014	Imaging Technology Group	$2,971.00
84869	11/26/2014	Inter-State Investigative Services, Inc.	$553.81
84870	11/26/2014	Kelly, Peter A.	$17,358.00
84871	11/26/2014	Kuttner, Barbara L	$11.76
84872	11/26/2014	La Quinta Motor Inn-Phoenix	$131.74
84873	11/26/2014	La Quinta Motor Inn-Phoenix	$71.48
84874	11/26/2014	Lamoree, Candace Jean	$160.00
84875	11/26/2014	Law Offices of Joseph Mendoza PLLC	$5,200.00
84876	11/26/2014	Law Offices of Thomas E. Higgins, Jr.	$544.40
84877	11/26/2014	LSC Environmental Products, LLC	$2,889.02
84878	11/26/2014	Manny's St. David Automotive & Towing, Inc.	$375.00
84879	11/26/2014	Morgan, J Michael, PhD PC	$295.00
84880	11/26/2014	Neuropsychological Assess & Consulting, PLC	$400.00
84881	11/26/2014	NI Government Services Inc	$235.36
84882	11/26/2014	Nina L. Caples, P.C.	$3,151.08
84883	11/26/2014	Nyander, Penny Sue	$1,212.40
84884	11/26/2014	PDR Distribution, LLC	$59.95
84885	11/26/2014	Pearce Elementary School District #22-3	$60.00
84886	11/26/2014	Prisoner Trans Services America LLC (PTS)	$2,128.50
84887	11/26/2014	ProForce Law Enforcement	$347.82
84888	11/26/2014	Prudential Overall Supply	$274.57
84889	11/26/2014	Quinn, Dana Marie	$247.26
84890	11/26/2014	Recorded Books, LLC	$395.07
84891	11/26/2014	Reed, Cynthia - Court Reporter	$208.00
84892	11/26/2014	Reed, Cynthia - Court Reporter	$300.00
84893	11/26/2014	Reed, Cynthia - Court Reporter	$600.00
84894	11/26/2014	Robert J. Zohlmann, Esq.	$3,800.00
84895	11/26/2014	Ronald Zack PLC	$3,420.44
84896	11/26/2014	Ross Department Store	$85.00
84897	11/26/2014	RWC International, LTD	$4,121.21
84898	11/26/2014	Schlesinger, Aaron	$45.00
84899	11/26/2014	Senergy Petroleum LLC	$38,369.04
84900	11/26/2014	SHI International Corp.	$704.50
84901	11/26/2014	Sierra Vista NAPA	$622.60
84902	11/26/2014	Sierra Vista, City of	$1,161.34
84903	11/26/2014	Southwest Gas Corporation	$222.99
84904	11/26/2014	Sparkletts	$27.98
84905	11/26/2014	Sparkletts	$51.10
84906	11/26/2014	Sparkletts	$17.75
84907	11/26/2014	Sparkletts	$115.14
84908	11/26/2014	Sparkletts	$29.05
84909	11/26/2014	Sparkletts	$82.86
84910	11/26/2014	Sparkletts	$41.83
84911	11/26/2014	Stantec Consulting Services, Inc.	$12,105.04
84912	11/26/2014	Stericycle Inc.	$671.76
84913	11/26/2014	Stericycle Inc.	$205.53
84914	11/26/2014	Streitfeld, Stephen V. MD PC	$500.00
84915	11/26/2014	Sulphur Springs Valley Electric Coop, Inc.	$935.03
84916	11/26/2014	Sulphur Springs Valley Electric Coop, Inc.	$13,811.65
84917	11/26/2014	Sulphur Springs Valley Electric Coop, Inc.	$413.03
84918	11/26/2014	SymbolArts	$1,180.00
84919	11/26/2014	Teknion, LLC	$21,609.00
84920	11/26/2014	Thomson West	$88.38
84921	11/26/2014	Thomson West	$1,112.30
84922	11/26/2014	Thorn Law Office	$3,814.50
84923	11/26/2014	Transact Commercial Furnishings, Inc.	$44,727.16
84924	11/26/2014	Truck and Trailer Parts	$44.87
84925	11/26/2014	Trujillo, Jeffrey D.	$360.00
84926	11/26/2014	Turner, Doris	$200.00
84927	11/26/2014	UniFirst Corporation	$220.41
84928	11/26/2014	United Fire Equipment Co	$10.00
84929	11/26/2014	Valley Telephone Cooperative, Inc.	$57.04
84930	11/26/2014	Valley Telephone Cooperative, Inc.	$291.76
84931	11/26/2014	Valley Telephone Cooperative, Inc.	$106.30
84932	11/26/2014	VCA Apache Animal Hospital	$15.33
84933	11/26/2014	Verizon Wireless	$150.00
84934	11/26/2014	Vision Business Products	$116.21
84935	11/26/2014	Walmart	$170.00
84936	11/26/2014	Waxie Sanitary Supply	$1,339.63
84937	11/26/2014	West Press	$828.87
84938	11/26/2014	West Press	$383.23
84939	11/26/2014	West Press	$448.82
84940	11/26/2014	West Press	$508.08
84941	11/26/2014	Wick Communications	$10.00
84942	11/26/2014	Wick Communications	$31.00
84943	11/26/2014	Wick Communications	$226.78
84944	11/26/2014	Willcox Auto Parts Inc.	$1,630.69
84945	11/26/2014	Zavadin, Norbert W.	$16.80
84946	11/26/2014	Bruner, Fred	$10.08
84947	11/26/2014	Casteel, Joann	$10.08
84948	11/26/2014	E-Z Messenger	$25.00
84949	11/26/2014	Micholason, Ron	$42.01
84950	11/26/2014	Moreno, Luis Fernando Serrano	$80.00
84951	11/26/2014	Papatrefon, Cecilia	$555.00
84952	11/26/2014	Reed, Elizabeth	$10.08
84953	11/26/2014	Reynolds, Warren or Donna	$10.10
84954	11/26/2014	Rocha, Mario F.	$10.08
84955	11/26/2014	San Pedro Health	$255.00
84956	11/26/2014	Sierra Vista Magistrate Court	$80.00
84957	11/26/2014	Sierra Vista Magistrate Court	$80.00
84958	11/26/2014	Traywick, Catherine L	$4,407.16
84959	11/26/2014	Acuna, Gloria	$270.48
84960	11/26/2014	Appelo, Regan C	$226.16
84961	11/26/2014	Barnard, Helen	$33.20
84962	11/26/2014	Cazares, Maria Christina	$39.57
84963	11/26/2014	Cervantes, Tim	$17.09
84964	11/26/2014	Drake, Jesse	$37.00
84965	11/26/2014	Edie, Patricia	$39.26
84966	11/26/2014	Gilligan, Edward Thomas	$156.44
84967	11/26/2014	Greene, Patrick K.	$34.16

84968	11/26/2014	Gregan, Wayne	$34.05	85046	11/26/2014	Contreras, Valdemar E	$130.00
84969	11/26/2014	Honorable Alma Vildosola	$27.71	85047	11/26/2014	Cork, Judith K	$130.00
84970	11/26/2014	Honorable David Morales	$52.55	85048	11/26/2014	Corley, Richard	$155.00
84971	11/26/2014	Honorable Joseph P Knoblock	$32.48	85049	11/26/2014	Cota, Maria E	$130.00
84972	11/26/2014	Honorable Wallace R. Hoggatt	$356.02	85050	11/26/2014	Cotton, Terry M	$166.08
84973	11/26/2014	Hyde, Michael	$22.95	85051	11/26/2014	Crowell, Patricia	$73.92
84974	11/26/2014	Itule-Klasen, Lee	$13.72	85052	11/26/2014	Crowell, Patricia	$130.00
84975	11/26/2014	John F. Kelliher, Jr.	$163.00	85053	11/26/2014	Cummins, Kay Lynn	$50.00
84976	11/26/2014	Livingston, Tammy	$38.15	85054	11/26/2014	Dagnino, Marlena Nicole	$130.00
84977	11/26/2014	Martzke, James F.	$69.68	85055	11/26/2014	Daniel, Veronica	$130.00
84978	11/26/2014	Miller, Carmen	$49.12	85056	11/26/2014	Davis, Jennifer R	$87.04
84979	11/26/2014	Pitzlin, Wayne B.	$22.95	85057	11/26/2014	de la Cruz, Judy	$130.00
84980	11/26/2014	Teso, Brandie	$44.00	85058	11/26/2014	DeArman, Darlene	$130.00
84981	11/26/2014	Abril, Barbara Elizabeth	$445.00	85059	11/26/2014	Dennison III, Boyd Coe	$216.94
84982	11/26/2014	Acuna, Catherine A.	$405.00	85060	11/26/2014	Despain, Elizabeth	$235.00
84983	11/26/2014	Aguilar, Kathleen	$60.00	85061	11/26/2014	Diaz, Aritta Kaye	$130.00
84984	11/26/2014	Aguilar, Ricardo Palomo	$74.70	85062	11/26/2014	Dillingham, Bruce Edward	$130.00
84985	11/26/2014	Alvarez, Gabrielle	$50.00	85063	11/26/2014	Dobkowski, John J	$130.00
84986	11/26/2014	Alvarez, Frances Naomi	$94.10	85064	11/26/2014	Donovan, Dennis Lynn	$130.00
84987	11/26/2014	Alvarez, Jamie F	$130.00	85065	11/26/2014	Dunbar, Susan Musgrave	$380.00
84988	11/26/2014	Alvarez, Jesus R.	$50.00	85066	11/26/2014	Durazo, Aztlin	$130.00
84989	11/26/2014	Alvarez, Martha A	$130.00	85067	11/26/2014	Eberly, Glenn A	$155.00
84990	11/26/2014	Alvarez, Rachael N	$50.00	85068	11/26/2014	Elkins, Martha R	$155.20
84991	11/26/2014	Amarillas-Alvarez, Stephanie	$142.60	85069	11/26/2014	Ellsworth, Daniel Mark	$60.00
84992	11/26/2014	Anderson, Steven James	$155.00	85070	11/26/2014	Emerson-Roberts, Michele	$191.32
84993	11/26/2014	Arevalos, Sandra	$52.30	85071	11/26/2014	Escobedo, Cesar M	$241.42
84994	11/26/2014	Armstrong, Kenneth T.	$590.00	85072	11/26/2014	Evans, Bessie M	$155.00
84995	11/26/2014	Arnold, Eunice Suzanne	$130.00	85073	11/26/2014	Evans, Sara A	$130.00
84996	11/26/2014	Aul, Aileen	$130.00	85074	11/26/2014	Fast, Eric B	$130.00
84997	11/26/2014	Aul, Floyd Lyle	$130.00	85075	11/26/2014	Ferguson, Cynthia	$130.00
84998	11/26/2014	Barcelo, Enrique J	$130.00	85076	11/26/2014	Fernandez, Albert O.	$130.00
84999	11/26/2014	Beach, Lara Mae	$57.30	85077	11/26/2014	Fernandez, Delia	$130.00
85000	11/26/2014	Beam, Joseph R	$155.00	85078	11/26/2014	Fimbres, Javier F	$153.52
85001	11/26/2014	Bernal, Robert	$130.00	85079	11/26/2014	First Christian Church	$100.00
85002	11/26/2014	Bernal, Sherrie	$155.00	85080	11/26/2014	Fix, Janie F	$160.24
85003	11/26/2014	Bernal, William M	$130.00	85081	11/26/2014	Fortenberry, Charles	$130.00
85004	11/26/2014	Bernard, Donna Galbraith	$400.00	85082	11/26/2014	Fortenberry, Laura B	$130.00
85005	11/26/2014	Bernstein, Elizabeth S	$50.00	85083	11/26/2014	Fowler, Robert	$155.00
85006	11/26/2014	Bethel, Jonnie Belle	$155.00	85084	11/26/2014	Fox, Marilyn Louise	$130.00
85007	11/26/2014	Beyer, Gene E	$162.09	85085	11/26/2014	Frank, Pamela G	$171.80
85008	11/26/2014	Birch, Tamara R	$50.00	85086	11/26/2014	Frey, Daniel C	$130.00
85009	11/26/2014	Black, Mary Ann	$160.24	85087	11/26/2014	Fry, James J	$130.00
85010	11/26/2014	Blevins, Olga L.	$130.00	85088	11/26/2014	Fry, Ruth Ellen	$130.00
85011	11/26/2014	Blinkinsop, Neenah L	$130.00	85089	11/26/2014	Fuentes, Lorenzo G	$130.00
85012	11/26/2014	Bohling, Linda K	$140.50	85090	11/26/2014	Fulton, Stephanie Jane	$80.78
85013	11/26/2014	Bone, William J	$130.00	85091	11/26/2014	Fyffe, Nancy B	$155.00
85014	11/26/2014	Boone, Rhonda R	$60.00	85092	11/26/2014	Gantt, Irene Rebecca	$130.00
85015	11/26/2014	Bos, Wanda J	$130.00	85093	11/26/2014	Garcia Ruiz, Emma Lourdes	$130.00
85016	11/26/2014	Bowen Sr., Harry E	$130.00	85094	11/26/2014	Garcia, Alma	$130.00
85017	11/26/2014	Brown, Michele M	$130.00	85095	11/26/2014	Garcia, Joe X	$130.00
85018	11/26/2014	Buckhanan, Rosalind G	$164.44	85096	11/26/2014	Garcia, Lydia	$130.00
85019	11/26/2014	Buena Health Fitness Center	$150.00	85097	11/26/2014	Garcia, Manuel R	$265.00
85020	11/26/2014	Burns, Linda M.	$178.52	85098	11/26/2014	Gartner, John Rollin	$130.00
85021	11/26/2014	Bushong, Dorelaine	$130.00	85099	11/26/2014	Gasper, Jo Ann	$130.00
85022	11/26/2014	Busselle, Richard D	$130.00	85100	11/26/2014	Gilbert, Charlotte B	$156.46
85023	11/26/2014	Busselle, Zona	$156.95	85101	11/26/2014	Girdler, Anne R	$130.00
85024	11/26/2014	Cadwell, Henry	$130.00	85102	11/26/2014	Girdler, Louis Tracy	$130.00
85025	11/26/2014	Carbajal, Belen R.	$780.00	85103	11/26/2014	Gomez, Carolina L.	$130.00
85026	11/26/2014	Carberry, Lucinda Louise	$130.00	85104	11/26/2014	Goodman, Carol M	$165.28
85027	11/26/2014	Cardoza, Rose Marie E	$130.00	85105	11/26/2014	Grady, Carolyn J	$130.00
85028	11/26/2014	Carpenter, Joyce	$50.00	85106	11/26/2014	Grady, Michael H	$130.00
85029	11/26/2014	Carrillo, David V	$130.00	85107	11/26/2014	Graham, Deana Marie	$130.00
85030	11/26/2014	Celaya, Antonio Adon	$208.12	85108	11/26/2014	Graham, Margaret A	$130.00
85031	11/26/2014	Celaya, Jane Bernice	$130.00	85109	11/26/2014	Grainger, Roberta	$272.60
85032	11/26/2014	Celaya, Vickie	$130.00	85110	11/26/2014	Guilmette, Debra A	$155.00
85033	11/26/2014	Chavez, Isidro	$118.92	85111	11/26/2014	Gutierrez, Linda	$130.00
85034	11/26/2014	Choate, C C	$130.00	85112	11/26/2014	Guzman, Delia T	$214.64
85035	11/26/2014	Christiernsson, Florina	$130.00	85113	11/26/2014	Hady, Nora	$130.00
85036	11/26/2014	Clark, Helen M	$130.00	85114	11/26/2014	Hamill, Shirley	$130.00
85037	11/26/2014	Clayton, Mary Lou	$130.00	85115	11/26/2014	Hansen, Karla F	$130.00
85038	11/26/2014	Cleveland, Jennie R.	$168.44	85116	11/26/2014	Hardwick, Russell	$155.00
85039	11/26/2014	Cloudt, Nancy C	$143.44	85117	11/26/2014	Harper, Mary Ruth	$130.00
85040	11/26/2014	Cloudt, William Joseph	$194.68	85118	11/26/2014	Harris, Kara L	$130.00
85041	11/26/2014	Cohorn, Katherine A	$130.00	85119	11/26/2014	Hartman, Diane Kay	$149.32
85042	11/26/2014	Cohorn, Phyllis	$130.00	85120	11/26/2014	Hayden-Molloy, Jean	$130.00
85043	11/26/2014	Conner, Michael William	$280.00	85121	11/26/2014	Hays, Barbara Kuhlman	$130.00
85044	11/26/2014	Contreras, Daniela	$155.20	85122	11/26/2014	Hays, Lawrence Grant	$130.00
85045	11/26/2014	Contreras, Lupe	$146.80	85123	11/26/2014	Heideman, Cynthia A	$150.16

85124	11/26/2014	Hendry, Elaine Marie	$172.00
85125	11/26/2014	Hernandez, Danitza Inez	$154.36
85126	11/26/2014	Higgins, Betty L	$130.00
85127	11/26/2014	Hindbaugh, Julia P	$148.90
85128	11/26/2014	Hoffard, Kathy Ann	$130.00
85129	11/26/2014	Hoffman, Helen	$151.00
85130	11/26/2014	Holder, Maxine P	$130.00
85131	11/26/2014	Hollis, Ursula A	$130.00
85132	11/26/2014	Howard, Nancy Ann	$158.56
85133	11/26/2014	Huggins, Lauretta	$130.00
85134	11/26/2014	Hurtado, Gloria	$155.00
85135	11/26/2014	Hylsky, James B.	$50.00
85136	11/26/2014	Jansen, Keith	$155.00
85137	11/26/2014	Jennings, Edith	$130.00
85138	11/26/2014	Johnson, Michelle Lynne	$180.20
85139	11/26/2014	Jones, Arthur M	$50.00
85140	11/26/2014	Jones, Kelley S	$130.00
85141	11/26/2014	Kirkley, Linda D	$185.66
85142	11/26/2014	Kirkley, Thomas W	$130.00
85143	11/26/2014	Klump, J. Kathryn	$155.00
85144	11/26/2014	Knight, Frank	$155.00
85145	11/26/2014	Kolen, Harriet H	$130.00
85146	11/26/2014	Korleski, Raymond G	$159.40
85147	11/26/2014	Krentz, Miriam Susan	$130.00
85148	11/26/2014	Kuttner, Lou G. (Ludwig)	$130.00
85149	11/26/2014	LaFlair, Lisa E	$190.70
85150	11/26/2014	Lamberton, Karen Lynn	$165.84
85151	11/26/2014	Larned, Michele	$180.40
85152	11/26/2014	Lemley, Charles	$155.00
85153	11/26/2014	Lenhardt, Becky Lou	$130.00
85154	11/26/2014	Leon, Matilde	$130.00
85155	11/26/2014	Lewis, Alexis C	$68.10
85156	11/26/2014	Ligon, Jeraldine J	$130.00
85157	11/26/2014	Love, Glenda M	$130.00
85158	11/26/2014	Lugo, Isabel	$535.00
85159	11/26/2014	Lujan Robert E	$159.40
85160	11/26/2014	Lujan, Charlene L	$29.40
85161	11/26/2014	Lujan, Charlene L	$130.00
85162	11/26/2014	Malarchik, Brenda L	$155.00
85163	11/26/2014	Maragni, Laura A	$130.00
85164	11/26/2014	Marsett, Donna R	$130.00
85165	11/26/2014	Marshall, Linda Eloise	$470.00
85166	11/26/2014	Marshall, Steve J	$490.00
85167	11/26/2014	Martin, Emilie	$130.00
85168	11/26/2014	Martin, Norma J	$130.00
85169	11/26/2014	Martinez,Kathy	$130.00
85170	11/26/2014	Martzke, James F.	$130.00
85171	11/26/2014	Martzke, Vicki J.	$155.00
85172	11/26/2014	Mason, Barbara Jean	$130.00
85173	11/26/2014	Masters, Susan	$155.00
85174	11/26/2014	Mastin, Georgia Ann	$130.00
85175	11/26/2014	McAvoy, Nancy L	$226.40
85176	11/26/2014	McComas, Lisa K	$130.00
85177	11/26/2014	McCraney, Doris	$130.00
85178	11/26/2014	McFalls, Allyne Rene	$130.00
85179	11/26/2014	McNab, Correen J	$130.00
85180	11/26/2014	McVean, Christine A	$25.00
85181	11/26/2014	Mead, Raymond R.	$130.00
85182	11/26/2014	Mefford, Danielle May	$130.00
85183	11/26/2014	Melo, Emma Randall	$130.00
85184	11/26/2014	Meneses, Jesus A	$45.00
85185	11/26/2014	Miller, Edna M	$130.00
85186	11/26/2014	Miller, Kathleen A	$50.00
85187	11/26/2014	Miranda, Ruben G	$130.00
85188	11/26/2014	Mitten, Carrie	$130.00
85189	11/26/2014	Monson, Clarence R	$147.64
85190	11/26/2014	Monson, Marcia M	$130.00
85191	11/26/2014	Montgomery, Robert W	$50.00
85192	11/26/2014	Moon, Charlotte K	$130.00
85193	11/26/2014	Mora, Andrea Monique	$154.36
85194	11/26/2014	Morimgello, Anthony	$130.00
85195	11/26/2014	Moses, Carol A	$130.00
85196	11/26/2014	Munoz Salcido, Ana Louisa	$154.36
85197	11/26/2014	Munoz, Conception G	$130.00
85198	11/26/2014	Munoz, Cornelia G	$155.00
85199	11/26/2014	Nash, Arthur E.	$146.80
85200	11/26/2014	Naugle Sr, James R	$130.00
85201	11/26/2014	Niehm, Barbara E	$130.00
85202	11/26/2014	Olsery, Gladys	$130.00
85203	11/26/2014	Onken, Jane	$163.60
85204	11/26/2014	Ormond, Diana Sue	$130.00
85205	11/26/2014	Pace, Regina	$155.00
85206	11/26/2014	Padia, Valerie E.	$130.00
85207	11/26/2014	Padia, Virginia R	$130.00
85208	11/26/2014	Parks, Peggy E	$153.52
85209	11/26/2014	Patten, Elizabeth	$130.00
85210	11/26/2014	Patten, Norman B.	$130.00
85211	11/26/2014	Peralta, Yolanda L	$130.00
85212	11/26/2014	Pickering, Thomas C.	$229.34
85213	11/26/2014	Pike, Wanda E	$155.00
85214	11/26/2014	Polm, James Richard	$280.00
85215	11/26/2014	Price, Andrew E	$313.78
85216	11/26/2014	Priest, Nancy H	$620.00
85217	11/26/2014	Quinonez, Magdalena	$130.00
85218	11/26/2014	Rainey, Michael Kendrick	$130.00
85219	11/26/2014	Redding, Gary	$130.00
85220	11/26/2014	Redding, Joye L	$130.00
85221	11/26/2014	Redding, Robin E	$130.00
85222	11/26/2014	Reja, Beatrice	$130.00
85223	11/26/2014	Renteria, Marisol F	$105.00
85224	11/26/2014	Reyes, Alfred	$130.00
85225	11/26/2014	Rice, Valerie June	$130.00
85226	11/26/2014	Rineer, Patsy L	$159.40
85227	11/26/2014	Rios, Jeaneen	$130.00
85228	11/26/2014	Rios, Martina	$155.00
85229	11/26/2014	Rivera, Guadalupe A	$180.00
85230	11/26/2014	Rivera, Patricia C	$130.00
85231	11/26/2014	Rodriguez, Edna M.	$155.00
85232	11/26/2014	Roles, Carl P	$130.00
85233	11/26/2014	Rose, Linda S	$130.00
85234	11/26/2014	Ross, Patricia	$50.00
85235	11/26/2014	Ross, Ramiro	$50.00
85236	11/26/2014	Rowe, Christine E	$130.00
85237	11/26/2014	Rubio, Maria Jesus	$130.00
85238	11/26/2014	Salminen, Carole A	$130.00
85239	11/26/2014	Salminen, Maurice E	$130.00
85240	11/26/2014	Sanders, Eugene Hans	$130.00
85241	11/26/2014	Sanders, Evadean	$130.00
85242	11/26/2014	Saunders, Rita	$156.46
85243	11/26/2014	Schmitt, Susan R	$130.00
85244	11/26/2014	Schomber, Clarissa Jane	$130.00
85245	11/26/2014	Seney, Sarah	$137.56
85246	11/26/2014	Shaver, Linda J	$130.00
85247	11/26/2014	Sheldahl, Lois	$130.00
85248	11/26/2014	Shipley, Rita	$42.50
85249	11/26/2014	Sills, Lorna Elizabeth	$155.00
85250	11/26/2014	Simkin, Helen	$50.00
85251	11/26/2014	Simmons, Deborah M	$184.40
85252	11/26/2014	Simmons, Marlene	$165.70
85253	11/26/2014	Simmons, Sara Lynn	$159.40
85254	11/26/2014	Sin Jr., Francisco J.	$130.00
85255	11/26/2014	Sin, Su-Leika J	$130.00
85256	11/26/2014	Slater, Howard F	$130.00
85257	11/26/2014	Smith, JoAnn A	$165.70
85258	11/26/2014	Spaulding, Patricia Anne	$159.40
85259	11/26/2014	Stennis, Anthony	$60.00
85260	11/26/2014	Stephens, Asa	$151.00
85261	11/26/2014	Stites, Naomi June	$130.00
85262	11/26/2014	Stoner, Elizabeth Ashe	$164.44
85263	11/26/2014	Stout, Marty	$130.00
85264	11/26/2014	Stuppi, Ida V	$130.00
85265	11/26/2014	Sullivan, Jean	$178.52
85266	11/26/2014	Swan, Alan M	$130.00
85267	11/26/2014	Sztuk, Mary C	$156.46
85268	11/26/2014	Tardibuono, William	$151.00
85269	11/26/2014	Taylor, John B	$130.00
85270	11/26/2014	Teran, Guadalupe	$130.00
85271	11/26/2014	Thames, Dolores Kathleen	$130.00
85272	11/26/2014	Thomas, Richard	$178.52
85273	11/26/2014	Tingle, Joyce S	$155.00
85274	11/26/2014	Tiuan, Maryclare	$163.60
85275	11/26/2014	Travis, Rebecca S	$50.00
85276	11/26/2014	Tritz, Judith Linda	$130.00
85277	11/26/2014	Tuell, Charles A	$130.00
85278	11/26/2014	Tuell, Sharon D	$130.00
85279	11/26/2014	University of Az Sierra Vista	$100.00

85280	11/26/2014	Urbalejo, Edward V	$155.00
85281	11/26/2014	Valencia, Louise	$155.00
85282	11/26/2014	Valencia, Rosemary	$130.00
85283	11/26/2014	Wahlen, Dennis J	$155.00
85284	11/26/2014	Walker, David B	$185.24
85285	11/26/2014	Weisberger, Arthur J	$130.00
85286	11/26/2014	Wells, Philip	$130.00
85287	11/26/2014	Westover, Emily	$130.00
85288	11/26/2014	White, Lillian M	$155.00
85289	11/26/2014	Whittaker, Brenda J	$130.00
85290	11/26/2014	Williamson, Lelia V	$159.40
85291	11/26/2014	Wisniewski, Anthony T	$138.40
85292	11/26/2014	Wisniewski, Carolyn S	$138.40
85293	11/26/2014	Wooley, Stacey L	$105.00
85294	11/26/2014	Wysong, Lorenza Lopez	$130.00
85295	11/26/2014	Ybarra, Vicente A.	$40.00
85296	11/26/2014	Young, Guadalupe L	$130.00
85297	11/26/2014	Pre-paid Legal Services, Inc. dba LegalShield	$14.45
85298	12/02/2014	Manring, Donald Gene	$454.68
85299	12/03/2014	CenturyLink	$67.00
85300	12/03/2014	Arizona Public Service (APS)	$1,704.36
85301	12/03/2014	Arizona Public Service (APS)	$325.74
85302	12/03/2014	Arizona Public Service (APS)	$1,255.82
85303	12/03/2014	Benson, City of	$327.75
85304	12/03/2014	Bowie Water Improvement District	$39.79
85305	12/03/2014	CenturyLink	$64.98
85306	12/03/2014	CenturyLink	$32.08
85307	12/03/2014	CenturyLink	$33.60
85308	12/03/2014	CenturyLink	$32.65
85309	12/03/2014	CenturyLink	$2,307.09
85310	12/03/2014	CenturyLink	$65.30
85311	12/03/2014	CenturyLink	$138.74
85312	12/03/2014	Clear Springs Utility, Inc.	$67.64
85313	12/03/2014	Douglas, City of	$99.85
85314	12/03/2014	Pueblo del Sol Water Company	$549.78
85315	12/03/2014	Southwest Gas Corporation	$718.18
85316	12/03/2014	Sulphur Springs Valley Electric Coop, Inc.	$677.34
85317	12/03/2014	Sulphur Springs Valley Electric Coop, Inc.	$272.24
85318	12/03/2014	Sulphur Springs Valley Electric Coop, Inc.	$298.80
85319	12/03/2014	Valley Telephone Cooperative, Inc.	$1,182.07
85320	12/03/2014	Waste Mgmt of Arizona - Sierra Vista Hauling	$292.53
85321	12/03/2014	Willcox, City of	$265.70
85322	12/04/2014	AOC Corrections Officer Retire	$19,391.66
85323	12/04/2014	Correction Officers	$16,879.78
85324	12/04/2014	Public Safety Retirement Syst	$97,322.66
85325	12/04/2014	Public Safety Retirement Syst	$22,262.56
85326	12/04/2014	ACE Hardware - Bisbee	$82.51
85327	12/04/2014	AFLAC	$12,128.18
85328	12/04/2014	ARAMARK Services, Inc.	$37,162.10
85329	12/04/2014	Arizona Association of Counties	$80.00
85330	12/04/2014	Arizona Department of Corrections - Douglas	$3,116.05
85331	12/04/2014	Arizona Dept of Corrections ASPC-Tucson	$105.75
85332	12/04/2014	Arizona Department of Revenue	$2,898.93
85333	12/04/2014	Arizona State Land Department	$2,400.00
85334	12/04/2014	Arizona State Prison Complex - Fort Grant	$2,019.00
85335	12/04/2014	Arizona State Prison Complex - Fort Grant	$135.00
85336	12/04/2014	Arizona State Prison Complex - Fort Grant	$63.19
85337	12/04/2014	Arizona State Treasurer	$184,567.00
85338	12/04/2014	Arizona Supreme Court	$285.20
85339	12/04/2014	Arizona Supreme Court	$2,839.61
85340	12/04/2014	Arizona Water Company	$193.95
85341	12/04/2014	Audio Editions	$338.37
85342	12/04/2014	Auletta, Susan P	$300.00
85343	12/04/2014	B & D Lumber & Hardware	$594.62
85344	12/04/2014	Baird, Leslie A, CR	$324.00
85345	12/04/2014	Baker & Taylor, Inc.	$928.87
85346	12/04/2014	Banning Creek Enterprises, LLC	$9,240.00
85347	12/04/2014	Battee, Ray	$200.00
85348	12/04/2014	Benson, City of	$44.01
85349	12/04/2014	Bisbee Grand Hotel	$266.52
85350	12/04/2014	Bisbee Observer	$42.33
85351	12/04/2014	Bug-Wiser Exterminating, Inc.	$35.00
85352	12/04/2014	CEMEX Construction Materials South, LLC	$2,974.53
85353	12/04/2014	CenturyLink	$65.18
85354	12/04/2014	CenturyLink	$64.98
85355	12/04/2014	CenturyLink	$32.59
85356	12/04/2014	CenturyLink	$1,748.00
85357	12/04/2014	Child & Family Resources, Inc.	$7,277.05
85358	12/04/2014	Cooke, Stephen R.	$195.00
85359	12/04/2014	Copygraphix Inc.	$411.38
85360	12/04/2014	Culligan of Tucson	$24.25
85361	12/04/2014	Culligan of Tucson	$98.91
85362	12/04/2014	DataBank IMX LLC	$19,459.34
85363	12/04/2014	Desert Hawk Publications, Inc.	$1,200.00
85364	12/04/2014	Diamondback Police Supply Co	$2,720.23
85365	12/04/2014	Diamondback Police Supply Co	$13,574.77
85366	12/04/2014	Douglas Police Department	$3,249.25
85367	12/04/2014	Douglas, City of	$255.36
85368	12/04/2014	Durham Communication	$62.50
85369	12/04/2014	Federal Express Corporation	$204.13
85370	12/04/2014	Fisher Sand & Gravel	$12,500.00
85371	12/04/2014	Fisher Sand & Gravel	$42,000.00
85372	12/04/2014	Gale Group	$60.51
85373	12/04/2014	Gaylord Bros., Inc.	$57.00
85374	12/04/2014	Globetrotter Travel Agency	$356.20
85375	12/04/2014	Granite Construction Company	$9,762.07
85376	12/04/2014	Harris Systems USA, Inc.	$19,169.69
85377	12/04/2014	HOV Services/Lason Systems	$100.83
85378	12/04/2014	JE Fuller/Hydrology & Geomorphology, Inc.	$11,000.27
85379	12/04/2014	JE Fuller/Hydrology & Geomorphology, Inc.	$5,219.88
85380	12/04/2014	JE Fuller/Hydrology & Geomorphology, Inc.	$4,935.00
85381	12/04/2014	JE Fuller/Hydrology & Geomorphology, Inc.	$1,747.72
85382	12/04/2014	Jensen's Sierra Vista Mortuary	$500.00
85383	12/04/2014	Kathy N. Bell, N.P.	$1,750.00
85384	12/04/2014	Keefe Supply Company	$1,461.53
85385	12/04/2014	Kimberlee K. Mulhern	$552.00
85386	12/04/2014	Lajoie, Tom	$100.00
85387	12/04/2014	Leon, Sue	$100.00
85388	12/04/2014	Madrid, Isabel	$225.00
85389	12/04/2014	Mansour, Brooke	$30.00
85390	12/04/2014	Nyander, Penny Sue	$136.50
85391	12/04/2014	Office Smart	$17.76
85392	12/04/2014	Panayiotis A. Ellinas, MD MPH	$625.00
85393	12/04/2014	Pesticides Training Resources	$90.00
85394	12/04/2014	Pima County	$2,200.00
85395	12/04/2014	Psychological & Consulting Services	$3,375.00
85396	12/04/2014	Recorded Books, LLC	$141.90
85397	12/04/2014	Reed, Cynthia - Court Reporter	$300.00
85398	12/04/2014	Robertson, Bonita Shirley	$1,129.60
85399	12/04/2014	Ross, Ramiro	$10.30
85400	12/04/2014	Sabic, Enes	$424.36
85401	12/04/2014	Schlesinger, Aaron	$500.40
85402	12/04/2014	Sloan R. King, PhD, LLC	$7,500.00
85403	12/04/2014	Southwest Polygraph Services, Inc.	$3,000.00
85404	12/04/2014	Stericycle Inc.	$349.35
85405	12/04/2014	Sulphur Springs Valley Electric Coop, Inc.	$96.24
85406	12/04/2014	Thomas, Kristen	$102.00
85407	12/04/2014	Troxell Communications Inc	$2,976.37
85408	12/04/2014	Troxell Communications Inc	$4,828.86
85409	12/04/2014	UniFirst Corporation	$224.79
85410	12/04/2014	Valley Telephone Cooperative, Inc.	$115.71
85411	12/04/2014	Valley Telephone Cooperative, Inc.	$756.17
85412	12/04/2014	Valley Telephone Cooperative, Inc.	$129.90
85413	12/04/2014	Verizon Wireless	$205.94
85414	12/04/2014	Verizon Wireless	$108.36
85415	12/04/2014	Vulcan Incorporated	$1,425.00
85416	12/04/2014	Welty, Douglas & Mae	$65.00
85417	12/04/2014	Western Emulsion, Inc	$43,152.81
85418	12/04/2014	Whitmer, Dennis K	$200.00
85419	12/04/2014	Willcox, City of	$141.08
85420	12/04/2014	Zavadin, Norbert W.	$47.60
85421	12/04/2014	Zumar Industries Inc	$6,019.14
85422	12/04/2014	Alvarado, Iris	$909.66
85423	12/04/2014	Andrade, Raquel	$3,988.00
85424	12/04/2014	Cochise County Finance Revolving Fund	$20.00
85425	12/04/2014	Cochise County Treasurer	$15.00
85426	12/04/2014	Eichelberger, Dan	$350.00
85427	12/04/2014	English, Ann	$361.32
85428	12/04/2014	English, Ann	$688.51
85429	12/04/2014	Gibson, Oral	$146.00
85430	12/04/2014	Hilb, Thomas J.	$8.61
85431	12/04/2014	Pitney Bowes Reserve Account	$10,000.00
85432	12/04/2014	Traywick, Benton	$8.40
85433	12/04/2014	US Postmaster - Arizona Jet-Mail	$3,287.40
85434	12/04/2014	Berry, Trudy	$926.52
85435	12/04/2014	Enriquez, Karen	$42.15

85436	12/04/2014	Fulton, Stephanie Jane	$95.00
85437	12/04/2014	Gilligan, Judith	$100.24
85438	12/04/2014	Hill, Bethany	$58.80
85439	12/04/2014	Honorable Bruce E Staggs	$329.44
85440	12/04/2014	Noack, Nike	$136.00
85441	12/04/2014	Oertel, Brian	$20.72
85442	12/04/2014	Romero, Tracey	$146.72
85443	12/04/2014	Schmitt, Patrick	$54.00
85444	12/04/2014	Sipe, Vanice	$58.24
85445	12/04/2014	Welch, Catherine	$87.36
85446	12/08/2014	US Department of Energy	$36,886.00
85447	12/09/2014	American First Financial, LLC	$76.51
85448	12/09/2014	Cochise County/Sheakley/National Bank	$10,290.88
85449	12/09/2014	Colonial Suppemental Insurance	$11.50
85450	12/09/2014	Correction Officers	$341.72
85451	12/09/2014	DCS	$359.13
85452	12/09/2014	General Revenue Corporation	$139.16
85453	12/09/2014	GMAC, c/o Jennifer A. Christie	$20.72
85454	12/09/2014	Gurstel Chargo PA	$267.02
85455	12/09/2014	NYS Child Support Processing Center	$32.00
85456	12/09/2014	Pennsylvania SCDU	$215.00
85457	12/09/2014	Pre-paid Legal Services, Inc. dba LegalShield	$1,593.48
85458	12/09/2014	Public Safety Retirement Syst	$426.79
85459	12/09/2014	Public Safety Retirement Syst	$1,231.94
85460	12/09/2014	Quik Cash	$309.77
85461	12/09/2014	Southeastern Arizona Federal Credit Union	$348.08
85462	12/09/2014	Support Payment Clearinghouse	$6,976.20
85463	12/09/2014	U.S. Department of Education	$160.79
85464	12/09/2014	United Way	$55.00

PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, December 16, 2014

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, December 16, 2014 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present:	Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff Present:	Michael J. Ortega, County Administrator; Jim Vlahovich, Deputy County Administrator; Arlethe G. Rios, Clerk of the Board; Elda Orduno, Civil Deputy County Attorney

Chairman Call called the meeting to order at 10:08 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

CONSENT

Chairman Call noted that Item 8 would be removed from the consent agenda.

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 2, 2014.

2. Approve a letter from the Board of Supervisors to the Rillito Race Foundation allowing the Cochise County Fair Association to enter into a contract with the Rillito Race Foundation for Horse Races on February 7, 8, 14, and 15, 2015 and not yet determined dates in 2016 and 2017.

3. Approve the Annual Joint Funding Agreement (JFA No. 2) with United States Geological Survey (USGS) in the amount of $58,700 for the period of October 1, 2014 to September 30, 2015 to conduct hydrologic investigations and data collection.

Facilities

4. Approve the Airport Development Reimbursable Grant Agreement #E5F2H from the Arizona Dept of Transportation Aeronautics Group (ADOT) in the amount of $4,231 with a local match share of $4,233 for the acquisition of a pavement sweeper for the Bisbee-Douglas International Airport.

Finance

5. Approve demands and budget amendments for operating transfers.

   Warrants Nos.85299-85321, 85326-85446, 85465-85472, 85613-85647 were issued in the amount of $673,155.12

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

Housing Authority

6. Approve an Intergovernmental Agreement (IGA) between Cochise County and the Housing Authority of Cochise County for the Housing Opportunities for Persons with Aids (HOPWA) Program for Grant Agreement #AZH140014 for a term of three years from 1/1/15 to 1/1/18.

Indigent Defense

7. Approve an award of contract to Robert Hicks, PLLC for Indigent Defense Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for the period of December 17, 2014 through June 30, 2015.

   Vice-Chairman English moved to approve Items 1-7 on the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

Solid Waste

8. Approve the award of Invitation for Bids (IFB) 15-17-SWD-04 to furnish and install a Landfill GPS System for the Solid Waste Department to AMW Machine Control, Inc. in the amount of $61,488.

   Mr. Michael Ortega, County Administrator, presented this item. Mr. Ortega explained the purpose of the system and said it would help ensure that we are getting enough compaction. He added that the system would notify the operator when optimum compaction has been reached and noted that the Rate Review Advisory Board had recommended approval.

   Vice-Chairman English said that this was a good project that would save the County money.

   Vice-Chairman English moved approve the award of Invitation for Bids (IFB) 15-17-SWD-04 to furnish and install a Landfill GPS System for the Solid Waste Department to AMW Machine Control, Inc. in the amount of $61,488. Supervisor Searle seconded the motion.

   Chairman Call called for vote and it was approved 3-0.

PUBLIC HEARINGS

Community Development

9. Adopt Resolution 14-84, establishing Ramsey Canyon Multi-Use Path as described therein, as a County Highway.

   Ms. Karen Riggs, County Engineer, presented this item using a PowerPoint presentation. Ms. Riggs gave background and reason for establishing the multi-use pathway. She showed a map of the location, said that it was 1.1 mile in length, and added that staff has worked with utility companies in that area. She stated that negotiations were underway for the right of way acquisition with the property owners to the south and that the project was scheduled for 2015.

   Supervisor Searle asked if Ramsey Canyon Road was already part of the County Highway System.

   Ms. Riggs noted that Ramsey Canyon Road was already part of the County system, but an adequate right of way was still pending in order to comply with State statutes.

   Chairman Call opened the public hearing.

   No one chose to speak and Chairman Call closed the public hearing.

   Supervisor Searle moved to adopt Resolution 14-84, establishing Ramsey Canyon Multi-Use Path as described therein, as a County Highway. Vice-Chairman English seconded the motion.

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

CALL TO THE PUBLIC

Chairman Call opened the call to the public.

Cindy Beeman, Saint David resident, addressed the board on the death of her husband at County transfer station.

Jack Cook addressed the Board on matters of personal concern.

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

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

Mr. Ortega said that the recount was almost complete and that the results would be released later in the week by Maricopa County. He thanked staff and added that counties statewide are discussing forming a partnership to purchase a large election system to enhance resources and improve the efficiency of the process.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call said he attended a Community Session with the Department of the Army on December 2, 2014 regarding Fort Huachuca's impact on the County and that he will attend the Sierra Vista Chamber Leadership Meeting on Wednesday and the Local Emergency Planning Committee on Friday.

Report by District 2 Supervisor, Ann English

Vice-Chairman English congratulated staff for winning two awards at the Arizona Association of Counties Winter Conference for the Palominas Recharge Project and wished everyone a Happy Holiday Season.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle said he had attended a meeting with the Arizona/Mexico Coalition regarding the Mexican Wolf, the Willcox Chamber Annual meeting and would be attending the Natural Resources Conservation District meeting, and the potluck for Judge Knoblock's retirement.

6.

Chairman Call adjourned the meeting at 10:39 a.m.

APPROVED:

____

Patrick G. Call, Chairman

ATTEST:

____

Arlethe G. Rios, Clerk of the Board

Consent 2.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date:	01/06/2015		
National School Choice Week Proclamation			
Submitted By:	Arlethe Rios, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a proclamation to proclaim the week of January 25 through January 31, 2015 as "Cochise County School Choice Week".

Background:

From January 25-32, 2015, 8 schools in Cochise County will join with more than 8,500 schools across American in celebrating the 5th annual National School Choice Week.

National School Choice Week shines a positive spotlight on effective educational options for childres - from high-performing traditional public schools to public charter schools, public magnet schools, private schools, digital/online learning, and homeschooling.

Department's Next Steps (if approved):

Submit the proclamation to the Board.

Impact of NOT Approving/Alternatives:

None

To BOS Staff: Document Disposition/Follow-Up:

If approved, please send the signed original to Andrew R. Campanella, President, National School Choice Week, PO Box 6337, Miramar Beach, Florida 32550.

Attachments

Proclamation

National School Choice Week Proclamation Letter

Cochise County
Board of Supervisors

Public Programs. . .Personal Service
www.cochise.az.gov

PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

PROCLAMATION

National School Choice Week

WHEREAS all children in Cochise County should have access to the highest-quality education possible; and,

WHEREAS Cochise County recognizes the important role that an effective education plays in preparing all students in Cochise County to be successful adults; and,

WHEREAS quality education is a critically important to the economic vitality of Cochise County; and,

WHEREAS Cochise County is home to a multitude of high-quality traditional public schools, public magnet schools, public charter schools, and nonpublic schools from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Cochise County has many high-quality teaching professionals in traditional public schools, public magnet schools, public charter schools, and nonpublic schools who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options that challenge and motivate all our students to succeed;

NOW, THEREFORE, We, the Cochise County Board of Supervisors, do hereby recognize January 25-31, 2015 as COCHISE COUNTY SCHOOL CHOICE WEEK in Cochise County, Arizona and I call this observance to the attention of all of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Cochise County Board of Supervisors to be affixed, this 6th day of January, 2015.

____________________ Patrick G. Call

____________________ Ann English

____________________ Richard R. Searle

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

NATIONAL SchoolChoice WEEK
JANUARY 25-31, 2015

Andrew R. Campanella
President

December 1, 2014

The Honorable Patrick Call
Chairman, County of Cochise - Arizona
Building G - 1415 Melody Lane
Cochise, AZ 85603

Dear Chairman Call:

From January 25 – 31, 2015, 8 schools in Cochise County will join with more than 8,500 schools across America in celebrating the fifth-annual National School Choice Week.

Today, and on behalf of the schools participating in National School Choice Week in Cochise County and across the country, I am writing to officially request that you issue an official proclamation recognizing the week of January 25 – 31, 2015 as "Cochise County School Choice Week."

National School Choice Week shines a positive spotlight on effective educational options for children – from high-performing traditional public schools to public charter schools, public magnet schools, private schools, digital/online learning, and homeschooling.

I have attached draft text for a proclamation, which you are free to edit and customize. A copy of this proclamation is also available on our website at schoolchoiceweek.com/proclamation. The proclamation, and National School Choice Week, provides you with an opportunity to recognize the excellent educational opportunities available to families in Cochise County.

As a nonpolitical, nonpartisan public awareness campaign, National School Choice Week does not advocate for legislation. In addition, we have enjoyed wide support from elected officials of both parties. For example, in January 2014, more than 25 governors and 50 city and county leaders officially recognized the Week with proclamations.

I hope you will join us by celebrating National School Choice Week in Cochise County by issuing an official proclamation. If you have any questions, please contact me at arc@schoolchoiceweek.com or by telephone at 202-276-1303.

Sincerely,

Andrew R. Campanella
President

DRAFT PROCLAMATION LANGUAGE FOR COCHISE COUNTY

WHEREAS all children in Cochise County should have access to the highest-quality education possible; and,

WHEREAS Cochise County recognizes the important role that an effective education plays in preparing all students in Cochise County to be successful adults; and,

WHEREAS quality education is a critically important to the economic vitality of Cochise County; and,

WHEREAS Cochise County is home to a multitude of high-quality traditional public schools, public magnet schools, public charter schools, and nonpublic schools from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS Cochise County has many high-quality teaching professionals in traditional public schools, public magnet schools, public charter schools, and nonpublic schools who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options that challenge and motivate all our students to succeed;

NOW, THEREFORE, I, Patrick Call, do hereby recognize January 25-31, 2015 as COCHISE COUNTY SCHOOL CHOICE WEEK, and I call this observance to the attention of all of our citizens.

OTHER INFORMATION

- A copy of this proclamation text is available at www.SchoolChoiceWeek.com/Proclamations
- If you choose to issue a proclamation, please e-mail a digital copy of the proclamation (or a scanned copy) to arc@schoolchoiceweek.com so that we can let our participating schools know.
- If you choose to issue a proclamation and you would like to present the proclamation in a public meeting, please e-mail us a copy of the proclamation and the date, time, and location of the proclamation presentation, and we will encourage our participating schools in Cochise to attend and receive the proclamation.
- If you would like to mail a copy of the proclamation to us, please send it to:

  Andrew Campanella
  President
  National School Choice Week
  PO Box 6337
  Miramar Beach, Florida 32550

Consent 3.

Regular Board of Supervisors Meeting **County Sheriff**

Meeting Date:	01/06/2015		
Stone Garden Grant			
Submitted By:	Ken Foster, County Sheriff		
Department:	County Sheriff		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	4
NAME of PRESENTER:	Ken Foster	**TITLE of PRESENTER:**	Lieutenant
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	

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 two re-occurring contracts for Stone Garden funding from the Department of Homeland Security (DOHS) for $876,464 in Overtime and Mileage; and $117,046 for the purchasing of additional equipment to be utilized by the Sheriff's Office from December 1, 2014 through December 31, 2015.

Background:

The Sheriff's Office has 2 contracts (re-occurring) for funding in Operation Stone Garden. The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. This funding allows the Sheriff's Office to place and dispatch additional resources (patrol units and detectives) in the field to locate, monitor, arrest and/or detain subjects and suspects involved in the above illegal activity. The funding also allows the Sheriff's Office to patrol remote areas of the county (like Portal AZ) during this operation/detail; where regular on duty patrol units cannot due to calls for service in more populated areas of the county. Units working the Stone Garden Operations main function(s) are to look for and combat the abovementioned illegal activities; however, the additional units are also available to assist the public as necessary. This funding source also allows for the purchasing of equipment utilized to assist in the completion of missions involving illegal human and drug smuggling. Further, the funding allows the Sheriff's Office to purchase this equipment the Sheriff's Office would otherwise

Department's Next Steps (if approved):

If approved, the Sheriff's Office will start/continue to participate with the US Border Patrol in Operation Stone Garden. Also, the Sheriff's Office will purchase the already approved (through the US Border Patrol and DOHS) equipment that will be utilized in the operations.

Impact of NOT Approving/Alternatives:

If not approved, the Sheriff's Office will not be a participant in this program. Further, numerous other operations/multi-agency details to assist in combating illegal immigrant and drug smuggling are funded through Operation Stone Garden and without approval, the Sheriff's Office will no longer be able to participate in these details/operations. Also, the Sheriff's Office will lose out on the purchasing of additional equipment this office would otherwise not be able to obtain if it were not for this grant/funding source.

To BOS Staff: Document Disposition/Follow-Up:

Lt. Foster will pick up the 2 contracts (4 total) with original signatures from the BOS.

Budget Information

Information about available funds

Budgeted: ☐	**Funds Available:** ☐	**Amount Available:**
Unbudgeted: ☐	**Funds NOT Available:** ☐	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Grant Approval Form

Stonegarden IGA - Equipment

Stonegarden IGA - OT

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Ken Foster

Date Prepared: Dec 29,2014

Point of Contact: Ken Foster

Phone Number 520-432-9533

Department: Sheriff

PRIMARY GRANT

Primary Grantor: Department of Homeland Security

CFDA: www.CFDA.gov

Grant Title: Operation Stone Garden

Grant Term From: January 2015 To: December 2015

Total Award Amount: 993,510

New Grant: ☐ Yes ☒ No

Grant No.: 14-AZDOHS-OPSG 140412-01 and 140412-02

Amendment No.:

Funding No.: If new, Finance will assign a funding number.

Strategic Plan:

District:

Mandated by Law? ☐ Yes ☐ No

Number of Positions Funded:

Asset(s) Acquired: 2) Total Station Crime Scene Tool
@ $4,224.00 each
Cellular Telephone Data Recovery System $28,598.00

Briefly describe the purpose of the grant.

The funding is to be utilized to assist the US Border Patrol in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County.

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

The Sheriff's Office has received numerous compliments from citizens in Cochise County on the extra patrols this grant allows the office to place into the field especially the outlaying areas such as Portal who see a lot of illegal immigrant traffic

PRIMARY FUNDING SOURCE:

Funding Year:	2015	Federal Funds 332.100	993,510
		State Funds 336.100	0
		County Funds 391.000	0
		Other Funds:	0
		Total Funds:	993,510
Funding Year:		Federal Funds 332.100	
		State Funds 336.100	
		County Funds 391.000	
		Other Funds:	
		Total Funds:	
Funding Year:		Federal Funds 332.100	
		State Funds 336.100	
		County Funds 391.000	
		Total Revenue:	

Has this amount been budgeted? ☐ Yes ☒ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

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

(a) Total A-87 Cost Allocation: 131,470 (b) Amount of overhead allowed by grant: 0

County Subsidy (a) - (b): 131,470

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

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Is County match required? ☐ Yes ☒ No

County Match Source:

County match dollar amount or percentage:

Signature: ______________________________

Board Approval: ______________________________ Date ______________

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

SUBGRANTEE AGREEMENT
Operation Stonegarden Grant Program - Equipment

14-AZDOHS-OPSG-140412-02

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

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

Enter the Name of the Subrecipient Agency Above

(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 **December 1, 2014** and shall terminate on **December 31, 2015**. 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 $ 117,046.00 (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ 117,046.00 to the subrecipient for services provided under Paragraph III.

Enter Funded Amount Above

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 RESPONSBILITY**

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 and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

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 on-site 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, equipment, 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 Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.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
www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems 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. This CFR can be found at *http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html*.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

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

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

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. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

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/FOA, and DHS Program Guidance. 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 the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. 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: *www.gao.az.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 Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

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

days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

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

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) 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. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

    1. 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 systems.

    2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

    1. A control system must be developed to ensure adequate safeguards to prevent loss,

damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

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 subrecipeint 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 the applicable FOA.

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 form, which is posted at www.azdohs.gov/Grants/. 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 Programmatic 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) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. 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) calendar 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.

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 XL, 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. 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.

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. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings,

pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions
All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first

produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

Article Z - SAFECOM
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. <u>OFFSHORE PERFORMANCE OF WORK PROHIBITED</u>
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.

XV. <u>AGREEMENT RENEWAL</u>
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. <u>RIGHT TO ASSURANCE</u>
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.

XVII. <u>CANCELLATION FOR CONFLICT OF INTEREST</u>
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.

XVIII. <u>THIRD PARTY ANTITRUST VIOLATIONS</u>
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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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 XII, AMENDMENTS. 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.

XXV. 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.

XXVI. 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.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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 subrecipients 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.

XXXII. 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.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' 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 negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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 the U.S. Department of Homeland Security and the AZDOHS reserve 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).

XL. 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 Street, Suite 210
Phoenix, AZ 85007

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

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

Sheriff Mark Dannels
Enter Title, First & Last Name above
Cochise County Sheriff's Office
Enter Agency Name above
205 N. Judd Drive
Enter Street Address
Bisbee, AZ 85603
Enter City, State, ZIP

XLI. 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
Mark Dannels
Print Name & Title above

Enter Date above

Pat Call, Chairperson

ATTEST:

Arlethe G. Rios, Clerk of the Board

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

APPROVED AS TO FORM:

Lauri Owen, Civil Deputy County Attorney

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

SUBGRANTEE AGREEMENT
Operation Stonegarden Grant Program – Overtime

14-AZDOHS-OPSG-140412-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

The Arizona Department of Homeland Security
And
Cochise County Sheriff's Office

Enter the Name of the Subrecipient Agency Above

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

Enter the Name of the Subrecipient Agency Above

(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 **December 1, 2014** and shall terminate on **December 31, 2015**. 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 Overtime"** and funded at $ 876,464.00 (as may have been modified by the award letter).

Enter Funded Amount Above

IV. **MANNER OF FINANCING**

The AZDOHS shall:

a) Provide up to $ 876,464.00 to the subrecipient for services provided under Paragraph III.
Enter Funded Amount Above

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 RESPONSBILITY**

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. <u>FINANCIAL AUDIT/PROGRAMATIC MONITORING</u>

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 and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

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 on-site 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, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. <u>APPLICABLE FEDERAL REGULATIONS</u>

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

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.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 www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems 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. This CFR can be found at *http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html*.

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

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

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

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. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

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/FOA, and DHS Program Guidance. 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 the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. 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: *www.gao.az.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 Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

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

E-Verify

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

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) 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. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

   1. 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 systems.

   2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   1. A control system must be developed to ensure adequate safeguards to prevent loss,

damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

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 subrecipeint 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 the applicable FOA.

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 form, which is posted at www.azdohs.gov/Grants/. 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 Programmatic 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) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. 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) calendar 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.

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 XL, 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. 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.

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. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings,

pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768,
(April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

Article Z - SAFECOM
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973
All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. <u>OFFSHORE PERFORMANCE OF WORK PROHIBITED</u>
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.

XV. <u>AGREEMENT RENEWAL</u>
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. <u>RIGHT TO ASSURANCE</u>
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.

XVII. <u>CANCELLATION FOR CONFLICT OF INTEREST</u>
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.

XVIII. <u>THIRD PARTY ANTITRUST VIOLATIONS</u>
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.

XIX. <u>AVAILABILITY OF FUNDS</u>
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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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 XII, AMENDMENTS. 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.

XXV. 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.

XXVI. 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.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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 subrecipients 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.

XXXII. 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.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, 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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' 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 negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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 the U.S. Department of Homeland Security and the AZDOHS reserve 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).

XL. 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 Street, Suite 210
Phoenix, AZ 85007

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

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

Sheriff Mark Dannels
Enter Title, First & Last Name above
Cochise County Sheriff's Office
Enter Agency Name above
205 N. Judd Drive
Enter Street Address
Bisbee, AZ 85603
Enter City, State, ZIP

XLI. 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
Mark Dannels, Sheriff
Print Name & Title above

Enter Date above

Pat Call, Chairperson

ATTEST:

Arlethe G.Rios, Clerk of the Board

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

APPROVED AS TO FORM:

Lauri Owen, Civil Deputy County Attorney

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

			Consent 4.
Regular Board of Supervisors Meeting			**Court Administration**
Meeting Date:	01/06/2015		

Appointment of JP's to serve as juvenile hearing officers

Submitted By:	Regan Appelo, Court Administration		
Department:	Court Administration		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Eric Silvergerg	**TITLE of PRESENTER:**	Court Administrator
Docket Number (If applicable):			
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	8-323

Information

Agenda Item Text:

Approve appointments of Justices of the Peace Bruce Staggs and Adam Ambrose to serve as juvenile hearing officers, authorized under A.R.S. 8-323 effective January 1, 2015.

Background:

Standard practice. All current serving Justices of the Peace have been appointed by the Presiding Judge upon taking office.

Department's Next Steps (if approved):

Court Administration will write up an Administrative Order and the Presiding Judge will appoint and sign order.

Impact of NOT Approving/Alternatives:

Justices of the Peace will be unable to hear the cases attached to these clients.

To BOS Staff: Document Disposition/Follow-Up:

Please notify Court Admin when completed

Attachments

No file(s) attached.

Consent 5.

Regular Board of Supervisors Meeting **Emergency Services**

Meeting Date:	01/06/2015		
Emergency Facility MOU			
Submitted By:	Norm Sturm, Emergency Services		
Department:	Emergency Services		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	Norm Sturm	**TITLE of PRESENTER:**	OES Coordinator
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a Memorandum of Understanding (MOU) between Cochise County and various facilities in Cochise County to serve as designated emergency locations for emergency functions in case an emergency is declared.

Background:

Cochise County Emergency Services has identified facilities throughout the county that may be useful during large-scale emergencies. These facilities can include, public and private schools, houses of worship, businesses, and municipal facilities. The facilities may be needed for resident shelters, reception centers, mass medication distribution or any number of essential emergency services. The MOU's up for approval are between Cochise County and the various facility owners. The documents have a stated 5-year term with a 30-day termination clause for either party. Similar MOUs were executed in 2009 with a 5-year term. These MOU's will replace the 2009 documents. It is anticipated that there will be approximately 50 of these MOUs to be approved over the next several months as they are returned to the County by the various facility owners.

Department's Next Steps (if approved):

This is the final step in securing the emergency facilities.

Impact of NOT Approving/Alternatives:

If not approved, the County will not have agreements in place to provide facilities for emergency sheltering or other vital operations during large-scale emergencies.

To BOS Staff: Document Disposition/Follow-Up:

Office of Emergency Services will need two copies of each signed MOU: one for the facility and one for OES records.

Attachments

Consent 6.

Regular Board of Supervisors Meeting Finance

Meeting Date:	01/06/2015		
Demands			
Submitted By:	Cathy Davis, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:		**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.

Budget Information

Information about available funds

Budgeted: ☐	**Funds Available:** ☐	**Amount Available:**
Unbudgeted: ☐	**Funds NOT Available:** ☐	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Consent 7.

Regular Board of Supervisors Meeting — **Health & Social Services**

Meeting Date: 01/06/2015

IGA# ADHS13-034429,Teen Pregnancy Prevention Program, Amendment 2

Submitted By: Jennifer Steiger, Health & Social Services

Department: Health & Social Services

Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	2
NAME of PRESENTER:	n/a	**TITLE of PRESENTER:**	n/a
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	ADHS

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 2 to Intergovernmental Agreement (IGA) ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of $136,414 for the period of January 1, 2015 through December 31, 2015.

Background:

This amendment is the third year of a five-year contract cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County for the period January 1, 2013 through December 31, 2017. As per state guidelines, our staff has been trained in eight separate evidence-based curriculae in order to provide a “menu of services” to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Bisbee, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing “prevention messaging” in schools and at other youth-centered events. This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Department's Next Steps (if approved):

Your approvals are respectfully requested.

Impact of NOT Approving/Alternatives:

Not approving this renewal will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.

To BOS Staff: Document Disposition/Follow-Up:

2 originals will be sent to BOS for signature, a fully executed original will be sent to the Clerk of the Board for filing purposes.

Budget Information

Information about available funds

Budgeted: ☒	**Funds Available:** ☒	**Amount Available:** 136,414
Unbudgeted: ☐	**Funds NOT Available:** ☐	**Amendment:** ☑

Account Code(s) for Available Funds

1: 242-5000-5815

Fund Transfers

Fiscal Year: FY2015

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

Ongoing Costs? ($$$):

County Match Required? ($$$): 22,134

A-87 Overhead Amt? (Co. Cost Allocation $$$): 40,246

Source of Funding?: ADHS

Fiscal Impact & Funding Sources (if known):

This is a grant-funded, cost reimbursement program by the ADHS funded at $136,414. The net county subsidy is calculated as follows: ADHS-Approved Salaries/ERES $90,562 A-87 OH at 44.44% $40,246 Authorized OH at 20% $18,112 Net County Subsidy $22,134

Attachments

Teen Pregnancy 12-14 Amend 2

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger

Date Prepared: Dec 18, 2014

Point of Contact: Jennifer Steiger

Phone Number: 520-432-9402

Department: Health

PRIMARY GRANT

Primary Grantor: ADHS

CFDA: www.CFDA.gov

Grant Title: Teen Pregnancy Prevention

Grant Term From: Jan 1, 2015 To: Jan 31, 2015

Total Award Amount: 136,414

New Grant: ☐ Yes ☒ No

Grant No.: ADHS13-034429

Amendment No.: 2

Funding No.: 242-5000-5815 If new, Finance will assign a funding number.

Strategic Plan: Health & Wellbeing

District: CW

Mandated by Law? ☐ Yes ☒ No

Number of Positions Funded: 2

Asset(s) Acquired:

Briefly describe the purpose of the grant.

Provides various Teen Pregnancy Prevention programs and activities in Cochise County for residents in the at risk group.

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

PRIMARY FUNDING SOURCE:

Funding Year:	FY2015	Federal Funds 332.100	
		State Funds 336.100	136,414
		County Funds 391.000	
		Other Funds:	
		Total Funds:	
Funding Year:	FY2015	Federal Funds 332.100	
		State Funds 336.100	136,414
		County Funds 391.000	
		Other Funds:	
		Total Funds:	
Funding Year:	FY2015	Federal Funds 332.100	
		State Funds 336.100	136,414
		County Funds 391.000	
		Total Revenue:	136,414

Has this amount been budgeted? ☒ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☒ Reimbursement

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

(a) Total A-87 Cost Allocation: 40,246 (b) Amount of overhead allowed by grant: 18,112

County Subsidy (a) - (b): $22,134

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

If yes, dollar amount or percentage allowed: 20%

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year:

Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? ☐ Yes ☐ No

Method of collecting funds: ☐ Lump Sum ☐ Quarterly ☐ Draw ☐ Reimbursement

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

(a) Total A-87 Cost Allocation: (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Is County match required? ☒ Yes ☐ No

County Match Source: SEE COUNTY SUBSIDY/A-87 LISTED ABOVE

County match dollar amount or percentage: SEE COUNTY SUBSIDY/A

Signature: ______________________

Board Approval: ______________________ Date ______________

Print Form

Submit by Email to Finance

Please e-mail completed form to Finance ldevore@cochise.az.gov.

NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department

Executive Summary Form

Agenda Number:

Recommendation:

Approve Amendment 2 to IGA# ADHS13-034429, Teen Pregnancy Prevention Program, between the Arizona Department of Health Services and Cochise Health & Social Services, in the amount of $136,414 for the period of January 1, 2015 through December 31, 2015.

Background (Brief):

This amendment is the third year of a five-year contract cycle of ADHS funding for Teen Pregnancy Prevention services in Cochise County for the period January 1, 2013 through December 31, 2017. As per state guidelines, our staff has been trained in eight separate evidence-based curriculae in order to provide a "menu of services" to school districts and other youth-serving organizations. We currently have partnerships with Douglas, Bisbee, Benson and Willcox school districts to provide curriculum to their students and are working on developing partnerships with Sierra Vista, Tombstone, Bowie and San Simon School Districts. We also work with the Juvenile Probation System to deliver curriculum to youth probationer, parents of probationers and teens in detention. We are continuing implementation of the Youth Health Coalition, begun in 2011 in collaboration with the ADHS-funded Tobacco Prevention program. The Youth Health Coalition assists with teen pregnancy prevention efforts by developing and providing "prevention messaging" in schools and at other youth-centered events.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement program by the ADHS funded at $136,414. The net county subsidy is calculated as follows:

ADHS-Approved Salaries/ERES	$90,562
A-87 OH at 44.44%	$40,246
Authorized OH at 20%	$18,112
Net County Subsidy	$22,134

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this renewal will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: ADHS13-034429	Amendment No. 2	Procurement Officer Sue-Anne Tan

Teen Pregnancy Prevention Program – Abstinence Plus

Effective January 1, 2015, it is mutually agreed that the IGA referenced is amended as follows:

1. The Price Sheet of Amendment One (1) is replaced with the attached revised Price Sheet of this Amendment Two (2). The IGA Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Two (2). The IGA line item pricing total remains the same at **$136,414.00** based on the following line item changes:

   1.1 Personnel increased by $1,155.00 for a total of **$65,279.00** due to .05 of a secretarial position was added to this budget;

   1.2 ERE increased by $227.00 for a total of **$25,283.00** due to the added .05 position;

   1.3 Professional & Outside Services decreased by $1,658.00 for a total of **$1,248.00**. Budget in this category was reduced and moved into Personnel/EREs, and Indirect to cover expenses for added position.

   1.4 Travel Expenses has no change;

All other provisions of this IGA remain unchanged.

Cochise County Health and Social Services
Contractor Name

1415 W. Melody Lane, Bldg. A
Address

Bisbee	AZ	85603-3090
City	**State**	**Zip**

CONTRACTOR SIGNATURE

Contractor Authorized Signature

Printed Name

Title

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

Signature **Date** 12/8/14

Elda Orduño
Printed Name

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

State of Arizona

Signed this ______ day of ______________________ 201__

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

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

1.5 Operating Expenses has no change; and

1.6 Indirect Expenses increased by $276.00 for a total of **$18,112.00** due to the added .05 position.

2. Pursuant to Terms and Conditions, Provision Seven (7), Risk and Liability, Section 7.3 Indemnification – Patent and Copyright, is hereby deleted in its entirety.

3. Pursuant to the Terms and Conditions, Provision Eighteen (18), Health Insurance Portability and Accountability Act of 1996 of the IGA is hereby replaced with the following language:

18. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

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

Price Sheet
As of January 1, 2015

Cochise County Department of Public Health

COST REIMBURSEMENT LINE ITEMS	TOTAL AMOUNT
PERSONNEL	$65,279.00
EMPLOYEE RELATED EXPENSES	$25,283.00
PROFESSIONAL/OUTSIDE SERVICES	$1,248.00
TRAVEL EXPENSES	$18,592.00
OPERATING EXPENSES	$7,900.00
INDIRECT (if authorized)	$18,112.00
TOTAL	**$136,414.00**

Note: The Contractor is authorized to transfer among line items up to ten percent (10%) of the total budget amount as shown on the Price Sheet and shall have prior written approval from the ADHS Program Manager. Any proposed transfer of funds among line items that exceeds ten percent (10%) of the budget amount shall require a Contract Amendment. Transfer of funds from a funded line to a non-funded line is not allowed without a Contract Amendment.

Consent 8.

Regular Board of Supervisors Meeting **Housing Authority**

Meeting Date:	01/06/2015		
Approval of Family Self-Sufficiency (FSS) Program Coordinator Funds			
Submitted By:	Anita Baca, Housing Authority		
Department:	Housing Authority		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	1
NAME of PRESENTER:	N/A	**TITLE of PRESENTER:**	N/A
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

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 renewal grant amount of $55,013 for the Family Self-Sufficiency Housing Program Coordinator position for calendar year 2015.

Background:

This is a continued program with the Housing Authority in which 25 participants of the Section 8 Housing Choice Voucher Program are on a case plan to become self-sufficient.

Department's Next Steps (if approved):

Continue to administer the Family Self-Sufficiency Program.

Impact of NOT Approving/Alternatives:

If it is not approved, the program could not continue.

To BOS Staff: Document Disposition/Follow-Up:

No follow-up necessary.

Budget Information

Information about available funds

Budgeted: ○	**Funds Available:** ○	**Amount Available:**
Unbudgeted: ○	**Funds NOT Available:** ○	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

H:\FSS\2015 FSS Approval Letter.pdf

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

September 29, 2014

Ms. Anita Baca
Executive Director
Housing Authority of Cochise County
100 Clawson Ave
Bisbee, AZ 85603

'14 OCT 6 PM4:23:21

Dear Ms. Baca:

The Department of Housing and Urban Development is pleased to inform you that the Housing Authority of Cochise County (2014-FSS- 9EPH- AZ034) has been selected to receive **$55013** for the FY 2014 Family Self Sufficiency Program (FSS), to support the following positions:

Total Renewal FSS Program Coordinator Position(s): 1 Total Amount: $55013.

By accepting this award, you assume certain administrative and financial responsibilities, including timely submission of all financial and programmatic reports, resolution of all interim FSS audit findings and consent to reviews. You will also be required to comply with all of the provisions in the FY14 FSS Notice of Funding Availability; including the Affirmatively Furthering Fair Housing requirements (p.13-14). (Tribes/TDHEs are excepted from this requirement.)

Your local HUD Field Office will be contacting you regarding execution of the obligation documents, which include the Grant Agreement and Form HUD-1044, as well as any other requirements you are required to enter into prior to accessing funds from this grant.

Your Field Office will be requesting that your agency sign and return the Grant Agreement within 72 hours of receipt, so please initiate any approvals/board resolutions, etc., that you may need to have in place in order for this expedited grant execution to take place.

Should you have questions concerning this award letter, please contact Andrea Edmond or Lisa M. Smyth, Grant Administrators at (202) 475-8851 or (202) 475-8835 respectively, or Rochelle Katz at (202) 475-4967. Thank you for your interest in HUD and its programs.

Sincerely,

Cedric A. Brown
Director
Grants Management Center

Enclosure

Action 9.

Regular Board of Supervisors Meeting — **Board of Supervisors**

Meeting Date: 01/06/2015

Notice of Claim Wise Dog SV LLC

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: Terry Anderson

TITLE of PRESENTER: Chief Appraiser

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Uphold or amend the Assessor's decision in the Taxpayer Notice of Claim for Wise Dog SV LLC, parcel number 107-16-082.

Background:

Mr. Nicholas Ruiz, Paradigm Tax Group, filed a Notice of Claim on behalf of Wise Dog SV LLC. Terry Anderson, Chief Appraiser, concluded that there was no basis for the Notice of Claim as an objectively verifiable error was not committed as defined in ARS-16251. Mr. Ruiz disagreed and filed this Notice of Claim for a hearing by the Board of Supervisors sitting as the County Board of Equalization.

Department's Next Steps (if approved):

Send an outcome letter to Mr. Ruiz

Impact of NOT Approving/Alternatives:

The BOE must hear the appeal within 30 days of receiving the appeal. This is the only regularly scheduled meeting that fits the time frame.

To BOS Staff: Document Disposition/Follow-Up:

Send copies of the letter to the Assessor and the Treasurer

Budget Information

Information about available funds

Budgeted: ○ **Funds Available:** ○ **Amount Available:**

Unbudgeted: ○ **Funds NOT Available:** ○ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Notice of Claim for Wise Dog SC LLC

PETITION FOR REVIEW OF TAXPAYER NOTICE OF CLAIM

Pursuant to A.R.S. § 42-16254

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

- File this petition within 150 DAYS after the original filing date of the taxpayer notice of claim if dissatisfied with the Tax Officer's decision.
- **Keep a copy for your records** and mail or hand deliver one copy to either the County or State Board of Equalization.
- Deliver one copy to the Tax Officer. If mailed, send **certified mail.**
- Include an Agency Authorization form with this petition if the agent did not represent the taxpayer when filing the Notice of Claim.
- Complete Items 1 through 8 where applicable.

1. COUNTY Cochise BOOK/MAP/PARCEL/SPLIT 107 - 16 - 082 - ACCOUNT NUMBER

2. PROPERTY ADDRESS OR LEGAL DESCRIPTION 2135 E Highway 90

3. TYPE OR PRINT OWNER'S NAME AS LISTED ON TAX ROLL
Wise Dog SV LLC
1773 E Prince Road
Tucson, AZ 85719

4. MAIL DECISION TO:
PARADIGM TAX GROUP
10132 N ORACLE ROAD, SUITE 100
ORO VALLEY, AZ 85704

5. COMPLETED BY: **(Owner, Agent, or Attorney)** NICHOLAS RUIZ - AGENT

AGENTS ONLY: State Board of Appraisal # 2009005 SBOE # 899 **(Pima and Maricopa Counties Only)**

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

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

Subject was NEVER Issued a NOC for tax year 2014 and therefore cannot change the valuation per ARS 42-15101 (F). "...assessor SHALL NOT change the roll except as provided by Chapter 16, article 2 of this title

7. **TAX OFFICER'S PROPOSED CORRECTION** / **OWNER'S OPINION OF VALUE**

TAX YEAR	FROM (Currently)		TO (Proposed correction)	
2014 TAX YEAR Current Year	LEGAL CLASS 1 FCV ASSMT RATIO 19 LPV ASSMT RATIO 19	LAND 254,784 IMPS 900,995 TOTAL FCV 1,155,779 TOTAL LPV 1,155,779	LEGAL CLASS 1 FCV ASSMT RATIO 19 LPV ASSMT RATIO 19	LAND IMPS TOTAL FCV 264,304 TOTAL LPV 264,304
TAX YEAR One Year Prior	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV
TAX YEAR Two Years Prior	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV
TAX YEAR Three Years Prior	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV	LEGAL CLASS FCV ASSMT RATIO LPV ASSMT RATIO	LAND IMPS TOTAL FCV TOTAL LPV

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

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

X
SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE — DATE 12/12/14

FOR OFFICIAL USE ONLY

BOARD OF EQUALIZATION DECISION	FULL CASH VALUE $	LIMITED PROPERTY VALUE $	LEGAL CLASS	ASMT RATIO

BASIS FOR DECISION:

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2014 DEC 16 PM 1:24

DATE RECEIVED — DATE DECISION MAILED — CHAIRMAN OR CLERK OF THE BOARD

DOR 82179C-1 (10/2013)

County of Cochise
OFFICE OF THE COUNTY ASSESSOR
PO Drawer 168 Bisbee, AZ 85603
(520) 432-8650 FAX (520) 432-8698
E-Mail: assessor@cochise.az.gov

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS of:

[X] NOTICE OF CLAIM [ ] NOTICE OF PROPOSED CORRECTION

Owner's Name: WISE DOG SV LLC
Parcel #: 107-16-082
P. P. Taxpayer I.D. #:
Notice of Claim / Error #: 20140924013
Date: 12-10-14

RESULTS OF REVIEW:

RESULTS OF DISPUTED REVIEW:

Disputed meeting with tax consultant, Nicholas Ruiz @ Paradigm Tax Group, on 12-10-14 by telephone. Nothing was resolved or changed during the meeting, Assessor continues to dispute claim.

FROM				TO				DISPUTED DECISION			
	2014										
LEGAL CLASS	1	LAND	$254,784	LEGAL CLASS	1	LAND	$254,784	LEGAL CLASS	1	LAND	$254,784
		IMPS	$900,995			IMPS	$900,995			IMPS	$900,995
		PERSONAL PROP	$0			PERSONAL PROP	$0			PERSONAL PROP	$0
ASST RATIO	19%	TOTAL FCV	$1,155,779	ASST RATIO	19%	TOTAL FCV	$1,155,779	ASST RATIO	19%	TOTAL FCV	$1,155,779
		TOTAL LPV	$1,155,779			TOTAL LPV	$1,155,779			TOTAL LPV	$1,155,779
	TAX YEAR										
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
	TAX YEAR										
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
	TAX YEAR										
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	

Terry Anderson
SIGNATURE OF TAXING AUTHORITY REP

ptg
PARADIGM TAX GROUP, LLC
10132 N. Oracle Road
Suite 100
Oro Valley, AZ 85704

520.308.5322 Phone
520.333.4162 Fax
www.paradigmtax.com

November 20, 2014

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

Re: Notice of Claim

To Whom It May Concern:

Please find enclosed the Petition for Review of Taxpayer Notice of Claim form for the following parcels:

1). 107-16-082

If you have any questions, please contact Nick Ruiz at 520-308-5322.

Thank You,

Hayli Bland
Practice Administrator

Enclosures

CERTIFIED MAIL Tracking # 7013 3020 0000 0465 5556

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY
DATE RECEIVED ____________
NUMBER 20140924013

Filed with the following Tax Officer:

- [x] COUNTY ASSESSOR based on valuation or classification.
- [ ] DEPARTMENT OF REVENUE based on valuation or classification.
- [ ] COUNTY BOARD OF SUPERVISORS based on an error of tax rate.

DATE FILED 09/19/14 NOTE: IF MAILED, SEND CERTIFIED

1. COUNTY: COCHISE BOOK / MAP / PARCEL / SPLIT 107 - 16 - 082 - ____
2. IF THIS IS A MULTIPLE PARCEL CLAIM CHECK HERE [ ] AND ATTACH A TAXPAYER NOTICE OF CLAIM MULTIPLE PARCEL FORM (82179BB).
3. PROPERTY ADDRESS OR LEGAL DESCRIPTION: 2135 E HWY 90

4A. OWNER'S NAME AND ADDRESS AS SHOWN ON TAX ROLL
WISE DOG SV LLC
1773 E PRINCE ROAD
TUCSON, AZ 85719

4B. MAIL DECISION TO:
PARADIGM TAX GROUP C/O NICK RUIZ
10132 N ORACLE ROAD, SUITE 100
ORO VALLEY, AZ 85704

5. BASIS FOR CLAIM AND REQUESTED CORRECTION:
THE SUBJECT HAS BEEN ILEGALLY TAXED FOR THE 2014 TAX YEAR. ALSO, THE SUBJECT'S VALUE HAS BEEN ILLEGALLY CHANGED FOR THE 2014 TAX YEAR. THIS WAS SUBJECT TO A 2014 A-LEVEL REDUCTION WITH NO NOTIFICATION OF A

TAX YEAR	FROM (Currently):		TO (Proposed Correction):	
2014 TAX YEAR Current Year	LEGAL CLASS 1 FCV ASSMT RATIO 19 LPV ASSMT RATIO 19	LAND 254,784 IMPS 900,995 TOTAL FCV 1,155,779 TOTAL LPV 1,155,779	LEGAL CLASS 1 FCV ASSMT RATIO 19 LPV ASSMT RATIO 19	LAND ____ IMPS ____ TOTAL FCV 264,304 TOTAL LPV 264,304
TAX YEAR One Year Prior	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____
TAX YEAR Two Years Prior	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____
TAX YEAR Three Years Prior	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____	LEGAL CLASS ____ FCV ASSMT RATIO ____ LPV ASSMT RATIO ____	LAND ____ IMPS ____ TOTAL FCV ____ TOTAL LPV ____

6. COMPLETED BY (Owner, Agent, or Attorney)
NICHOLAS RUIZ - PARADIGM TAX GROUP (520) 308-5322
NAME / ADDRESS TELEPHONE NUMBER

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER 2009005 SBOE NUMBER 899
Include a current Agency Authorization Form (82130AA) with this notice (PIMA AND MARICOPA COUNTIES ONLY)

7. Notice is hereby given to the Tax Officer that an error has occurred in the assessment of the property identified by parcel number in this claim. A description of the error and evidence to support the claim is provided above, or is attached.

SIGNATURE OF OWNER OR REPRESENTATIVE TELEPHONE

DO NOT WRITE BELOW THIS LINE - FOR TAX OFFICERS'S USE ONLY

FOR OFFICIAL USE ONLY

- [ ] TAX OFFICER CONSENTS TO CLAIM OF ERROR.
- [x] TAX OFFICER DISPUTES CLAIM OF ERROR BASED ON THE FOLLOWING:
SEE ATTACHED:

- [x] NOTICE OF MEETING: A meeting to discuss your claim has been scheduled as follows. If you do not plan to attend the meeting, please notify the tax officer. (See instructions)

12-10-2014 9:00 A.M. 1415 MELODY LANE, BLDG. B, BISBEE, AZ 85603
Date Time Location

TERRY ANDERSON, CHIEF APPRAISER
Name and title of Tax Officer's Representative (Please Print or Type)

Terry Anderson 11-12-14 (520) 432-8650
Signature of Tax Officer's Representative Date Telephone Number

FOR OFFICIAL USE ONLY

DOR 82179B (10/2013)

County of Cochise
OFFICE OF THE COUNTY ASSESSOR
PO Drawer 168 Bisbee, AZ 85603
(520) 432-8650 FAX (520) 432-8698
E-Mail:

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS of:

[X] NOTICE OF CLAIM [ ] NOTICE OF PROPOSED CORRECTION

Owner's Name: WISE DOG SV LLC
Parcel #: 107-16-082
P. P. Taxpayer I.D. #:
Notice of Claim / Error #: 20140924013
Date:

RESULTS OF REVIEW:

SEE ADDENDUM:

RESULTS OF DISPUTED REVIEW:

FROM				TO				DISPUTED DECISION			
TAX YEAR											
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR											
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR											
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS.				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	
TAX YEAR											
LEGAL CLASS		LAND		LEGAL CLASS		LAND		LEGAL CLASS		LAND	
		IMPS				IMPS				IMPS	
		PERSONAL PROP				PERSONAL PROP				PERSONAL PROP	
ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV		ASST RATIO		TOTAL FCV	
		TOTAL LPV				TOTAL LPV				TOTAL LPV	

Terry Anderson
SIGNATURE OF TAXING AUTHORITY REP.

ADDENDUM

The 2014 A-level reduction from $1,412,567 to $264,304 was in error. That 2014 notification did not include the 12,188 square foot Pet Smart structure, which was erroneously removed from the 2014 A-level notification. This error occurred due to misreading of a 2010 aerial photograph. Structure was built in 2011 and did not show on the 2010 aerial. That A-level notification was on 8-1-2013.

After researching the property it was also discovered that for 2013 tax year, the structure was not listed on the tax rolls. A 2013 Notice of Proposed Correction (#20131211163 dated 12-16-13) was processed by the assessor's office for subject property adding an erroneously removed commercial structure to the property. ARS 42-16256.B states, a notice of error or notice of claim under this article is limited to the current tax year in which the notice of error or notice of claim is filed and the three immediate preceding tax years. Assessor by law could only process tax year 2013 due to notice was issued on 12-16-13 and could not process tax year 2014 (2014 being future year).

Owner of property consented to this correction on 12-18-13, which by Statute ARS 42-16252.D, corrects all subsequent tax year assessments. This consent on 12-18-13 supersedes 2014 A-level notification on 8-1-13.

Therefore, Assessor disputes claim based on an objectively verifiable error was not committed as defined in ARS 42-16251.

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY
INSTRUCTIONS
Read this page before completing the Notice of Claim form.

To the Property Owner:

The Notice of Claim form is used to notify the Tax Officer that you have discovered an error, as they are defined in A.R.S. § 42-16251, in the assessment of your property.

- Complete items 1 through 7 of the form.
- A copy of the completed form must be filed (either in person or by **certified mail**) with the Tax Officer that has jurisdiction for the error you claimed in the assessment of your property.
  1. For properties valued by the Assessor, the claim must be filed with the County Assessor of the County in which the property is located.
  2. For properties valued by the Department of Revenue, the claim must be filed with the Department's Property Tax Division located at 1600 West Monroe, Division Code 13, Phoenix AZ 85007-2650.
  3. For errors concerning the imposition of any tax rate, the claim must be filed with the Board of Supervisors of the County in which the property is located.
- **Keep a copy of all information that is submitted as a permanent record.**
- If you are represented by an agent, include a current Agency Authorization form (DOR 82130AA).

The Tax Officer may either consent to or dispute the claimed error within sixty days after receiving the Notice of Claim.

If the Tax Officer Consents in Writing to the Proposed Correction:

- No further action is required by you and the tax roll will be corrected.
- If the Tax Officer does not respond in writing to your claim within sixty days it constitutes consent to your claim. You must then file a written demand with the Board of Supervisors of the County in which the property is located, supported by proof of the date the Notice of Claim was filed and the Tax Officer's failure to dispute the claim of error within the sixty day period. Certified mail receipt is proof of the mail date. The Board of Supervisors shall direct the County Treasurer to correct the tax roll.

If the Tax Officer Disputes the Proposed Correction:

- The Tax Officer will notify you in writing of the basis for disputing your claim and of the time and place for a meeting with you or your representative to discuss the dispute. Notifying the Tax Officer that you are not planning to attend the scheduled meeting does not prevent you from filing a petition with the County or State Board of Equalization.

If, after the meeting, an agreement is reached:

- The tax roll will be corrected to the extent agreed.
- Any additional taxes will be assessed by supplemental billing to the taxpayer, plus interest as provided by law. Any additional taxes assessed will be delinquent if not paid within sixty days after the date the supplemental billing is mailed.
- If taxes have been overpaid as a result of the correction, the overpayment will be refunded with interest as provided by law within ninety days after the roll is corrected.

If, after the meeting, an agreement is not reached:

- You may file a Petition for Review of Taxpayer Notice of Claim (DOR 82179C-1) with either the County Board of Equalization or State Board of Equalization, whichever is applicable, within one hundred fifty days after filing your notice of claim.
- Send one copy of the Petition for Review of Taxpayer Notice of Claim (DOR 82179C-1) with your original signature on it to the Tax Officer **by certified mail**. **The owner should keep a copy as a permanent record.**
- The Board will hold a hearing on the disputed claim within thirty days and will issue a written decision pursuant to its rules.

If you or the Tax Officer are dissatisfied with the Board's decision:

- Either party may file an appeal with the Tax Court within sixty days after the Board's decision is mailed.
- If it is determined that additional taxes are due, they must be paid before they become delinquent if the Tax Court is to retain jurisdiction for your appeal.

County: Cochise

Parcel: 107-16-082

The subject property was never issued a notice of proposed correction for the 2014, and therefore the 2014 valuation cannot change.

If the County made an error for the 2014 tax year than they need to issue a notice of proposed correction.

The county did not ever notice the taxpayer of a change in the tax roll for 2014 and illegally taxed my client for the 2014 tax year.

Nick Ruiz

Paradigm Tax Group

FOR VALUATION YEAR 2015 & Prior Yrs

AGENCY AUTHORIZATION FORM

Pursuant to A.R.S. § 42-16001

900048, 990082, 2004009, 2012051, 2009006, 2008879, 2009005, 2012052, 2010084, 2004040, 2010035, 2008075, 2011020

STATE BOARD OF APPRAISAL REGISTRATION NUMBER Listed Above

STATE BOARD OF EQUALIZATION NUMBER 833 / 889

- Persons who own, control, or possess property valued by the County Assessor may each year designate an agent to act on their behalf on any matter relating to the review of the valuation and classification of the property before the Assessor or the County or State Board of Equalization.
- This designation of an agent expires at the end of the calendar / valuation year.
- This form or a copy must accompany any petition, Taxpayer Notice of Claim, or response to a Notice of Proposed Correction filed with the Assessor or either Board of Equalization. The original form shall be provided for inspection by the agent on request of the County Assessor, either Board of Equalization, or the Department of Revenue.
- Notices issued by the Assessor or either Board of Equalization relating to the review of the valuation of that property shall be sent to the agent of record.
- A petition for Review of Real Property or Personal Property a Notice of Proposed Correction, or a Taxpayer Notice of Claim will not be accepted unless the Agency Authorization form accompanying the petition is signed by the person who owns, controls, or possesses the property.

DESIGNATION OF AGENT: (Type or Print) D. Armstrong, T. Curry, R. Facsey, B. Griffin, M. Lee, K. Nelson, N. Ruiz, J. Schiffarer, L. Swast, T. Tollzman, H. Ucci, M. Whitney, R. Williams

Paradigm Tax Group
AGENT

Dale Armstrong
CONTACT PERSON

480-302-5032
TELEPHONE

3030 N. Central Ave., Suite 1001
MAILING ADDRESS

Phoenix, AZ 85012
CITY, STATE, ZIP

darmstrong@paradigmtax.com
EMAIL ADDRESS

DESIGNATION MADE BY: (Type or Print)

PETSMART / Wise Dog SV LLC
COMPANY NAME

Doug Lehn
NAME OF PERSON OWNING, CONTROLLING OR POSSESSING PROPERTY OR CONTACT PERSON

Director of Real Estate Administration
TITLE

19601 N. 27TH AVE 4TH FLOOR
ADDRESS

PHOENIX, AZ 85027
CITY, STATE, ZIP

623-516-3918
TELEPHONE

dhoffman@ssg.petsmart.com
EMAIL ADDRESS

I, the undersigned, hereby designate the above name agent to act on my behalf in all matters pertaining to the review and appeal of real or personal property valuation and classification with the Assessor or the Boards of Equalization. This authorization is limited to the properties listed below and on the attached continuation form(s).

SIGNATURE OF PERSON OWNING, CONTROLLING OR POSSESSING PROPERTY

03/01/14
DATE

PRINT NAME (IF DIFFERENT THAN SIGNATURE ABOVE)

PRINT TITLE

COUNTY	BOOK-MAP-PARCEL	COUNTY	BOOK-MAP-PARCEL	COUNTY	BOOK-MAP-PARCEL	PERSONAL PROPERTY ASSESSMENT ACCOUNT
7	208-10-375A					
7	209-16-016					
7	200-44-742					
7	102-45-011					
13	103-20-001E					
13	103-20-574A					
2	107-16-082					

County Name and Number: (1) Apache (2) Cochise (3) Coconino (4) Gila (5) Graham (6) Greenlee (7) Maricopa (8) Mohave (9) Navajo (10) Pima (11) Pinal (12) Santa Cruz (13) Yavapai (14) Yuma (15) La Paz

NOTE: USE CONTINUATION FORM DOR 82130AAA TO LIST ADDITIONAL PARCELS

SUMMARY OF SALIENT FACTS
ASSESSMENT REVIEW

TAX YEAR:	2015
PARCEL NUMBER (S)	107-16-082
TYPE OF PROPERTY	Retail
LOCATION	2135 E Hwy 90
CONSTRUCTION YEAR	2011
SITE AREA	59,252 sf
BUILDING SQ. FOOTAGE	12,188 sf
2013 FINAL FCV	$245,220
2013 FINAL LPV	$245,220
2013 NOPC FCV	$1,155,779
2013 NOPC LPV	$1,153,092
2014 NOTICE FCV	$1,412,567
2014 NOTICE LPV	$1,412,567
2014 FINAL FCV	$264,304
2014 FINAL LPV	$264,304
2015 NOTICEDFCV	$1,155,779
2015 NOTICED LPC	$1,155,779
FINAL ESTIMATE OF FCV	**$264,304**
FINAL ESTIMATE OF FCV	**$264,304**

KEY POINTS

- Subject was reduced by County Assessor's office for 2014 tax year.
- Per A.R.S. 42-16002 (B) "If a review or administrative appeal pursuant to article 2, 3, or 4 of this chapter or a judicial appeal pursuant to article 5 of this chapter results in a reduction of the valuation or change in the classification of the property, in the next year the valuation or classification of property shall be the valuation or classification that was determined by the review or appeal unless either:
    - 1) There is new construction, a structure change or a change of use on the property
    - 2) Chapters 11 through 19 of this title require a specific annual formula for the valuation
    - C) This section does not limit the right of a property owner to appeal the valuation or classification of the property.

107-16-082

County of Cochise
OFFICE OF THE COUNTY ASSESSOR
P.O. DRAWER 168
BISBEE, ARIZONA 85603

Philip S. Leiendecker
Assessor

Felix Dagnino
Chief Deputy

RECEIVED AUG 20 2013

TAX YEAR	2014
APPEAL #	2990
PARCEL #	107-16-082
ASSESSOR DECISION DATE	6/14/13
PHYSICAL REVIEW (Y/N)	N
FCV	264304
LPV	264304
LEGAL CLASS	1.12
ASSESSMENT RATIO	19%
APPRAISER	ASchwarz

BASIS FOR DECISION: Downward adjustment due to erroneous values. Per telephonic conversation with agent on 6/14/13, new Full Cash Value was accepted.

APPROVED ____________

Arizona State Legislature

Bill Number Search

Fifty-first Legislature - Second Regular Session

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42-16002. Changes and corrections in tax roll to reflect determinations on review or appeal

A. The county assessor or county treasurer, whichever is appropriate, shall make the necessary changes in the tax roll and records to reflect the determinations that change valuations or classifications of property that result from reviews, administrative or judicial appeals or correction of errors and omissions under this title.

B. If a review or administrative appeal pursuant to article 2, 3 or 4 of this chapter or a judicial appeal pursuant to article 5 of this chapter results in a reduction of the valuation or a change in the classification of property, in the next year the valuation or classification of property shall be the valuation or classification that was determined by the review or appeal unless either:

1. There is new construction, a structural change or a change of use on the property.
2. Chapters 11 through 19 of this title require a specific annual formula for the valuation.

C. This section does not limit the right of a property owner to appeal the valuation or classification of the property.

42-16252. Notice of proposed correction; response; petition for review; appeal

A. Subject to the limitations and conditions prescribed by this article, if a tax officer determines that any real or personal property has been assessed improperly as a result of a property tax error, the tax officer shall send the taxpayer a notice of proposed correction at the taxpayer's last known address by:

1. Certified mail, return receipt requested, if correction of the error results in an increase in the full cash value or change in legal classification of the property.
2. First class mail or, at the taxpayer's written request, delivery by common carrier or electronic transmittal, if correction of the error does not result in an increase in the valuation of the property.

B. The notice shall:

1. Be in a form prescribed by the department.
2. Clearly identify the subject property by tax parcel number or tax roll number and the year or years for which the correction is proposed.
3. Explain the error, the reasons for the error and the proposed correction of the error.
4. Inform the taxpayer of the procedure and deadlines for appealing all or part of the proposed determination before the tax roll is corrected.

C. Within thirty days after receiving a notice of proposed correction, the taxpayer may file a written response to the tax officer that sent the notice to either consent to or dispute the proposed correction of the error and to state the grounds for disputing the correction. A failure to file a written response within thirty days constitutes consent to the proposed correction. A taxpayer may file a request for an extension of time within thirty days after receiving the notice of proposed correction. The extension of time may not exceed thirty days. If an extension is granted, any response that is not filed within the extended due date constitutes consent to the proposed correction.

D. The taxpayer may appeal any valuation or legal classification issue that arises from the proposed correction as provided in this section.

E. If the taxpayer consents to the proposed correction, or consents to the proposed correction but disputes the proposed valuation or legal classification as provided on the form prescribed by the department, the tax roll shall be promptly corrected to allow property taxes to be levied and collected in all subsequent tax years, but no additional tax, interest or penalty may be imposed for the current tax year or any tax year preceding the date of the notice of proposed correction.

F. If the taxpayer disputes the proposed correction or the proposed valuation or legal classification, the tax officer shall meet with the taxpayer or the taxpayer's representative in any case in which the taxpayer has timely filed a written response to discuss the proposed correction. If after the meeting the tax officer and the taxpayer reach an agreement on all or part of the proposed correction, the tax officer and the taxpayer shall each sign an agreement and the tax roll must be promptly corrected to the extent agreed on.

G. If after the meeting the parties fail to agree on all or part of the proposed correction, the tax officer shall serve a notice on the taxpayer by certified mail within thirty days after the meeting date advising the taxpayer that the tax roll will be corrected to the extent agreed on. The taxpayer may file a petition on a form prescribed by the department with the board of equalization within thirty days after the date of the notice or it is barred. On receiving the petition, the board shall hold a hearing on the disputed issues in the proposed correction within thirty days and shall issue a written decision pursuant to the board's rules.

H. A party that is dissatisfied with the decision of the board may appeal the decision to court within sixty days after the date the board's decision is mailed, but any additional taxes that are determined to be due must be timely paid before delinquency for the court to retain jurisdiction of the matter.

NOTICE OF PROPOSED CORRECTION

Pursuant to A.R.S. § 42-16252

FOR OFFICIAL USE ONLY
NUMBER 20131211163

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

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

COUNTY COCHISE BOOK/MAP/PARCEL 107 - 16 - 082

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

[illegible] OR LEGAL DESCRIPTION

[illegible] ON TAX ROLL
[illegible] LLC
[illegible] RD
[illegible]

TAX OFFICER
Cochise County Assessor
Philip S. Leiendecker
PO Box 168
Bisbee, AZ 85603
Telephone: (520) 432-8650 FAX: (520) 432-[illegible]

[illegible] AND REASON FOR PROPOSED CORRECTION

[illegible] AND MISCELLANEOUS IMPROVEMENTS WERE ERRONEOUSLY DROPPED FROM ASSESSMENT ROLL.

[illegible] (TOTAL VALUE OF MULTIPLE PARCELS)

[illegible]	FROM	LEGAL CLASS	1.12	LAND 254,784	TO	LEGAL CLASS	1.12	LAND [illegible]
				IMPS 9,620				IMPS [illegible]
		ASSMT. RATIO	19.5	TOTAL FCV 264,304		ASSMT. RATIO	19.5	TOTAL FCV [illegible]
				TOTAL LPV 254,292				TOTAL LPV [illegible]
TAX YEAR	FROM	LEGAL CLASS		LAND	TO	LEGAL CLASS		LAND
				IMPS				IMPS
		ASSMT. RATIO		TOTAL FCV		ASSMT. RATIO		TOTAL FCV
				TOTAL LPV				TOTAL LPV
TAX YEAR	FROM	LEGAL CLASS		LAND	TO	LEGAL CLASS		LAND
				IMPS				IMPS
		ASSMT. RATIO		TOTAL FCV		ASSMT. RATIO		TOTAL FCV
				TOTAL LPV				TOTAL LPV

[signature]
SIGNATURE [illegible] 12/16/13
DATE

[illegible], DEPUTY ASSESSOR (520) 432-8650
[illegible] OF TAX OFFICER TELEPHONE

PROPERTY OWNER'S RESPONSE TO PROPOSED CORRECTION

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

☒ OWNER CONSENTS TO PROPOSED CORRECTION AND CHANGES IN VALUE. **Per statute, no tax, interest, or penalty may be imposed for the current or any preceeding tax year.**

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

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

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

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

Thomas Naifeh, Member, Wise Dog SV LLC
NAME / COMPANY NAME

1773 E Prince Rd, Tucson, AZ 85719-1926
ADDRESS

(520) 885-4617
TELEPHONE

AGENTS ONLY: STATE BOARD OF APPRAISAL # ____ SBOE # ____
Include a current Agency Authorization Form (82130AA) with this notice. (Maricopa and Pima Counties only)

[signature] (520) 885-4617 12/18/2013
SIGNATURE OF OWNER OR REPRESENTATIVE TELEPHONE DATE

DOR 82179A (7/00)

42-15104. Appeal

A person who is not satisfied with the valuation or classification of the person's property determined by the assessor may:

1. Petition the assessor for review pursuant to chapter 16, article 2 of this title.
2. Appeal to tax court pursuant to section 42-16201.

Arizona State Legislature

Bill Number Search

Fifty-first Legislature - Second Regular Session

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42-16051. Petition for assessor review of improper valuation or classification

A. An owner of property that in the owner's opinion has been valued too high or otherwise improperly valued or listed on the roll may file a petition with the assessor on a written form prescribed by the department.

B. The petition shall state the owner's opinion of the full cash value of the property and substantial information that justifies that opinion of value for the assessor to consider for purposes of basing a change in classification or correction of the valuation. For purposes of this subsection, the owner provides substantial information to justify the opinion of value by stating the method or methods of valuation on which the opinion is based and:

1. Under the income approach, including the information required in section 42-16052.
2. Under the market approach, including the full cash value of at least one comparable property in the same geographic area or the sale of the subject property.
3. Under the cost approach, including the cost to build or rebuild the property plus the land value.

C. The petition may include more than one parcel of property if they are part of the same economic unit according to department guidelines or if they are owned by the same owner, have the same use, are appealed on the same basis and are located in the same geographic area, as determined pursuant to department guidelines, and are on a form prescribed by the department.

D. The petition shall be filed within sixty days after the date the assessor mailed the notice of valuation or the amended notice of valuation under section 42-15101. United States postal service postmark dates are evidence of the date petitions were filed for purposes of this subsection.

E. The petition for review form for property that is listed as class three pursuant to section 42-12003 shall contain simplified instructions and shall be separate from the petition forms used for other classes of property.

Cochise County
Board of Supervisors

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PATRICK G. CALL
Chairman
District 1

ANN ENGLISH
Vice-Chairman
District 2

RICHARD R. SEARLE
Supervisor
District 3

MICHAEL J. ORTEGA
County Administrator

JAMES E. VLAHOVICH
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

December 17, 2014

Nick Ruiz
Paradigm Tax Group
10132 N Oracle Road, Suite 100
Ro Valley, AZ 85704

Re: Wise Dog SV LLC Notice of Claim, parcel number 107-16-082

Dear Mr. Ruiz:

A hearing has been set for the above referenced Notice of Claim for January 6, 2014 at 10:00 a.m. The Board of Supervisors, sitting as the Board of Equalization, will consider this matter during their regularly scheduled meeting.

Sincerely,

Gussie Motter

Gussie Motter
Community Development Liaison

1415 Melody Lane, Building G
Bisbee, Arizona 85603
520-432-9200
520-432-5016 fax
board@cochise.az.gov

Action 10.

Regular Board of Supervisors Meeting **Board of Supervisors**

Meeting Date: 01/06/2015

Constable Salary for JP5

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

# of ORIGINALS Submitted for Signature:

NAME of PRESENTER: Michael J. Ortega

TITLE of PRESENTER: County Administrator

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve the salary for Scott McManaway, who was elected as the Constable in Precinct 5 effective January 1, 2015 in the amount of $48,294.

Background:

Per statute 11-424.01 the Board of Supervisors must establish a salary for the constable.

Department's Next Steps (if approved):

Prepare the proper forms to establish the new salary for Mr. McManaway.

Impact of NOT Approving/Alternatives:

Mr. McManaway's salary will not be established and he will not get compensated for his duties as Constable.

To BOS Staff: Document Disposition/Follow-Up:

Prepare PAF.

Budget Information

Information about available funds

Budgeted: ☐	**Funds Available:** ☐	**Amount Available:**
Unbudgeted: ☐	**Funds NOT Available:** ☐	**Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Action 11.

Regular Board of Supervisors Meeting | **Board of Supervisors**

Meeting Date:	01/06/2015		
Over the Counter Sale			
Submitted By:	Cathy Davis, Board of Supervisors		
Department:	Board of Supervisors		
Presentation:	No A/V Presentation	**Recommendation:**	
Document Signatures:		**# of ORIGINALS Submitted for Signature:**	
NAME of PRESENTER:	Arlethe Rios	**TITLE of PRESENTER:**	Clerk of the Board
Mandated Function?:		**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve the over-the-counter sales of tax deed properties remaining unsold following the June 5, 2014 tax deed land auction and subsequent over-the-counter sales, as set forth in the attached report, plus related administrative fees.

Background:

Following Board approval on June 10, 2014 of the June 5, 2014 land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

Three OTC bids have been received and are reflected on the attached report; in addition, the bidders will pay a $75 administrative fee. The bids and associated payments have been received by BOS office staff for the parcels listed on the report

Acceptance of these bid brings the total YTD sales to $4,525.00 ($4,225.00 in parcel sales and $300.00 in administrative fees).

There are 76 parcels remaining for sale (see attached unsold parcels list).

Department's Next Steps (if approved):

Deposit checks and provide Sold Parcels list to County Treasurer; when funds clear, issue & record deeds.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Refer to Dept's Next Steps, above.

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ◯ **Funds NOT Available:** ◯ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Sold Parcel List by Bidder 72
Sold Parcel List by Bidder 73
Sold Parcel List by Bidder 74
Sold Parcel List by Date 1.6.15

Sold Parcel List by Bidder - 1/6/15 - 1/6/15

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
Bidder: 72								
40902122	279	279-A	DOUGLAS LOT 4 BLK 126	0.08		$2,000.00	$0.00	1/6/2015
				Winning Bid:		$2,000.00	$0.00	
			Totals for Bidder # 72	**Totals Winning Bids:**		**$2,000.00**	**$0.00**	
				Parcels Purchased:		**1**		
				Grand Total:		**$2,000.00**		

Sold Parcel List by Bidder - 1/6/15 - 1/6/15

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
Bidder: 73								
40567614	116	116-A	CASA ADOBE #2 LOT 14 BLK 40 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	$50.00	$0.00	1/6/2015
				Winning Bid:		$75.00	$0.00	

Totals for Bidder # 73

Totals Winning Bids: **$75.00** **$0.00**

Parcels Purchased: **1**

Grand Total: **$75.00**

Sold Parcel List by Bidder - 1/6/15 - 1/6/15

Bidder: 74

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
20245040	17	17-A	ARIZONA BELL RANCH #2 LOT 38	1.02	SR-43	$675.00	$1,250.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245041	17	17-B	ARIZONA BELL RANCH #2 LOT 39	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245060	18	18-A	ARIZONA BELL RANCH #2 LOT 58	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245118	19	19-A	ARIZONA BELL RANCH #2 LOT 116	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245144	20	20-A	ARIZONA BELL RANCH #2 LOT 142	1.01	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245193	23	23-A	ARIZONA BELL RANCH #2 LOT 191	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20245320	24	24-A	ARIZONA BELL RANCH #2 LOT 318	1	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	
20246228	25	25-A	ARIZONA BELL RANCH LOT 228	1.19	SR-43	$675.00	$0.00	1/6/2015
				Winning	Bid:	$100.00	$0.00	

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
20275115	31	31-A	ARIZONA BELL UNIT 4 AMENDED LOT 234	1.04	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275181	32	32-A	ARIZONA BELL UNIT 4 AMENDED LOT 134	1.05	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275191	33	33-A	ARIZONA BELL UNIT 4 AMENDED LOT 114	1.11	SR-43	$675.00	$1,250.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275192	33	33-B	ARIZONA BELL UNIT 4 AMENDED LOT 115	1.08	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275353	34	34-A	ARIZONA BELL UNIT 4 AMENDED LOT 447	1.13	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275391	35	35-A	ARIZONA BELL UNIT 4 AMENDED LOT 437	0.97	SR-43	$675.00	$1,250.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275392	35	35-B	ARIZONA BELL UNIT 4 AMENDED LOT 438	0.97	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275426	36	36-A	ARIZONA BELL UNIT 4 AMENDED LOT 367	1.06	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	

APN	Unit Id	Parcel Id	Property Description	Acres	Zoning	Min Parcel	Min Unit	Sale Date
20275427	37	37-A	ARIZONA BELL UNIT 4 AMENDED LOT 368	1.12	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20275451	38	38-A	ARIZONA BELL UNIT 4 AMENDED LOT 300	1.11	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20276039	39	39-A	ARIZONA BELL UNIT 5 LOT 213	1.52	SR-43	$700.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	
20276290	40	40-A	ARIZONA BELL UNIT 5 LOT 52	1.07	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:		$100.00	$0.00	

Totals for Bidder # 74

Totals Winning Bids:	**$2,000.00**	**$0.00**
Parcels Purchased:	**20**	

Grand Total: **$2,000.00**

Parcels Sold - 1/6/15 - 1/6/15

APN	Unit Id	Parcel Id	Acres	Zoning	Min Parcel/ Winning Bid	Min Unit/ Winning Bid	Sale Date
20245040	17	17-A	1.02	SR-43	$675.00	$1,250.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 38						
20245041	17	17-B	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 39						
20245060	18	18-A	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 58						
20245118	19	19-A	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 116						
20245144	20	20-A	1.01	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 142						
20245193	23	23-A	1.02	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 191						
20245320	24	24-A	1	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH #2 LOT 318						

APN	Unit Id	Parcel Id	Acres	Zoning	Min Parcel/ Winning Bid	Min Unit/ Winning Bid	Sale Date
20246228	25	25-A	1.19	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL RANCH LOT 228						
20275115	31	31-A	1.04	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 234						
20275181	32	32-A	1.05	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 134						
20275191	33	33-A	1.11	SR-43	$675.00	$1,250.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 114						
20275192	33	33-B	1.08	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 115						
20275353	34	34-A	1.13	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 447						
20275391	35	35-A	0.97	SR-43	$675.00	$1,250.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 437						
20275392	35	35-B	0.97	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 438						

APN	Unit Id	Parcel Id	Acres	Zoning	Min Parcel/ Winning Bid	Min Unit/ Winning Bid	Sale Date
20275426	36	36-A	1.06	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 367						
20275427	37	37-A	1.12	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 368						
20275451	38	38-A	1.11	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 4 AMENDED LOT 300						
20276039	39	39-A	1.52	SR-43	$700.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 5 LOT 213						
20276290	40	40-A	1.07	SR-43	$675.00	$0.00	1/6/2015
				Winning Bid:	$100.00	$0.00	
	ARIZONA BELL UNIT 5 LOT 52						
40567614	116	116-A	0.16	SR-8	$50.00	$0.00	1/6/2015
				Winning Bid:	$75.00	$0.00	
	CASA ADOBE #2 LOT 14 BLK 40 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY						
40902122	279	279-A	0.08		$2,000.00	$0.00	1/6/2015
				Winning Bid:	$2,000.00	$0.00	
	DOUGLAS LOT 4 BLK 126						
			Total Winning Bids		**$4,075.00**	**$3,750.00**	
			Grand Total		**$7,825.00**		

Action 12.

Regular Board of Supervisors Meeting **Community Development**

Meeting Date:	01/06/2015		
Fee Waiver Request Red Horse Wind Farm			
Submitted By:	Mike Izzo, Community Development		
Department:	Community Development	**Division:**	Planning & Zoning
Presentation:	PowerPoint	**Recommendation:**	Disapprove
Document Signatures:	BOS Signature NOT Required	**# of ORIGINALS Submitted for Signature:**	0
NAME of PRESENTER:	Beverly Wilson/Michael Izzo	**TITLE of PRESENTER:**	Planning Director/Building Official
Docket Number (If applicable):	R-15-02		
Mandated Function?:	Not Mandated	**Source of Mandate or Basis for Support?:**	

Information

Agenda Item Text:

Approve a request from Swinerton Builders and D E Shaw Co.for a waiver or reduction of permit fees for the construction of a 15 wind turbine generating station Wind Farm from $271,175.45 to $69,027.81

Background:

The Red Horse Wind Farm is located approximately 15-miles west of Willcox. There will be 15 wind towers, approximately 475-feet tall. Swinerton Renewable Energy is the General Contractor for both the wind farm, as well as the adjacent solar farm which is currently under construction. Staff has calculated that per the adopted fee schedule, costs for this permit would be $271,175.45. This amount is calculated with a construction value of $51,000,000.00. Brian Hoops, Project Manager for Swinerton, and David Swillinger, for D.E. Shaw and Co., have requested permit fees be calculated with a construction value of $12,495,689.00. If the fee is calculated using this lowered value, the fees would be $69,027.81. This request would lower the fees by $202,147.64. The reasons that the Applicant is requesting the fee reduction are described in their October 21, 2014 letter, which is attached to this agenda item.

Staff is recommending that the permit fees be lowered, but not in the amounts or the manner requested by the Applicant. Staff recommends that instead of using the fee schedule, that the permit fees be based on actual costs to the County, which is the same approach we used on the Torch solar farm. (Pursuant to A.R.S. § 11-321, permit fees for solar projects must be based on actual costs. There is no similar statute for wind energy projects). Staff's estimate for actual costs of inspection, using employee hourly rates, overhead rates, vehicle costs, and payment of a third party inspector, is $175,087.08--if everything goes right. This estimate is based on a 12 month construction schedule, although an exact date is not known at this time. This estimate, while substantially more than the amount requested by the Applicant, is also substantially less than the fees that otherwise would be charged using the fee schedule.

The main reason for the difference in the amounts of fees as estimated by staff and that requested by the Applicant is the turbines. The Applicant does not believe that the County needs to inspect the turbines for structural integrity, while the County's Building Inspector believes that this is necessary.

IV: RECOMMENDATION
Staff recommends against the fee waiver and reduction requested by the Applicant.
Staff recommends that the Board authorize staff to charge the actual costs for the plan review, permit issuance, and inspections, rather than using the fee schedule.

Sample Motion: Mr. Chairman, I recommend authorizing staff to charge the actual costs for the plan review, permit issuance, and inspections for the Red Horse Wind Farm Project.

Department's Next Steps (if approved):

The Community Development Department would not charge D E Shaw & Company the full $271,175.45 in building permit fees. Instead, monthly invoices would be generated by staff based on the actual costs of inspection, using employee hourly rates, overhead rates, vehicle costs, payment of a third party inspector and other incidental costs.
.

Impact of NOT Approving/Alternatives:

The applicant would be required to pay the full cost of Building permit fees.

To BOS Staff: Document Disposition/Follow-Up:

No action needed.

Attachments

Power Point

Staff Memo

Waiver Request

Docket R-15-03

Fee Waiver Request
Red Horse Wind Farm Project

Board of Supervisors
1.06.15

Docket R-15-03
Current Building Code Fees

- Building Code Fees are based on estimated construction value plus plan review fees.
  - o Contractor valued project at $51 Million.
- Building Code Fees are calculated as follows:
  - oFirst 1 million assessed at $6,196.75.
  - oAdditional $50 million at $3.75 for each additional $1,000 = $187,500.00
  - oSubtotal is $193,696.75
- Plan Review Fees are 40% of Building Code Fee.
  - $193,686.75 x .40 = $77,478.70

  - Total: $193,686.75 + $77,478.70 = $271,175.45.

Docket R-15-03
Applicant Proposal

Applicant is requesting a total valuation of $12,495,689.

#	Item	Costs
1	Down Payment	$1,270,000
2	Mobilization	$500,000
3	Civil Construction (Grading, Roads, Etc.)	$2,500,000
4	Turbine Foundations	$3,000,000
5	Electrical Collection System	$1,800,000
6	Turbine Installation	$1,800,000
7	Meteorological Tower	$200,000
8	General Conditions (Overhead & Profit)	$1425,689
	Total Project Costs (excluding purchase and transport of turbines)	**$12,495,689**

Building Code Fees = $49,305.58 + Plan Review Fee of $19,722.23 for a total of $69,027.81

Docket R-15-03
Estimated Actual Cost for 1 Year

Third party Inspector ($146.67/ hr, 10 hrs/wk x 52 weeks)	$76,268.40
Supervision ($44.98/hr x 2 hrs a week in office x 52 weeks)	$ 4,677.91
Supervision vehicle 1 trip per week ($154.00/trip x 52 weeks)	$ 8,008.00
Supervision – 9 hour day in field ($44.98 x 9 hrs x 52 weeks)	$21,050.64
Office support staff administration ($23.50/hr x 604 hrs)	$14,194.00
Flood plain Inspections ($43.66/hr x 9 hrs x 27 weeks)	$10,609.38
Flood Inspection vehicle 1 trip bi-weekly ($154.00/trip x 27 trips)	$ 4,158.00
Flood Plain Staff cost in issuing permits (5 hrs x $24.11/hr)	$ 120.55
Office overhead @22.17%	$10,713.00
Third party Structural Plan Review	$25,000.00
In house reviews – Building Safety	$ 2,698.80
In house reviews – Floodplain and Highway	$ 1,746.40
Total cost for a one year construction period	$175,087.08

Docket R-15-03

- Staff is recommending a compromise – bill our actual costs, as we are doing on the adjacent Solar Farm.

COCHISE COUNTY

COMMUNITY DEVELOPMENT

"Public Programs...Personal Service"

MEMORANDUM

TO: Board of Supervisors

FROM: Michael Izzo, Building Official

For: Michael Ortega, County Administrator

SUBJECT: Docket R-15-03 (Fee Waiver Request Red Horse Wind Farm)

DATE: December 22, 2014 for the January 6, 2015, Board of Supervisor's Meeting

I. BACKGROUND

The Red Horse Wind Farm is located approximately 15-miles west of Willcox. There will be 15 wind towers, approximately 475-feet tall. Swinerton Renewable Energy is the General Contractor for both the wind farm and the adjacent solar farm which is currently under construction. Staff has calculated that per the adopted fee schedule, costs for this permit would be $271,175.45. This amount is calculated with a construction value of $51,000,000.00. Brian Hoops, Project Manager for Swinerton, has requested permit fees be calculated with a construction value of $12,495,689.00. If the fee is calculated using this lowered value, the fees would be $69,027.81. This request would lower the fees to $202,147.64.

Staff has created an estimate for the actual costs. Based on the construction period of 12 months, staff estimates the total actual cost would be $175,087.08. This cost was calculated by using employee hourly rates, overhead rates, vehicle costs, and the third party inspector.

Under Arizona Revised Statues, 11-323, only actual costs for solar projects can be charged. There is no State regulation addressing wind projects, however Staff is recommending that only actual costs be charged for this wind project too. Since the same Contractor is working both sites, this would simplify the billing while ensuring that County tax payers would not be subsidizing this construction.

IV: RECOMMENDATION

Staff recommends that the Board consider allowing the actual costs for the plan review, permit issuance, and inspections to be paid by the Applicant.

Sample Motion: Mr. Chairman, I recommend approval of Docket R-15-01 as proposed.

V: ATTACHMENTS

A. Fee Waiver Request Swinerton

October 21, 2014

PN: 14059012

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

**Subject: Red Horse Wind Farms – Permit Fee Reduction Request
Special Use Permit SUA-13-04**

Dear County Supervisors,

Over the past months the Red Horse Wind Farm project team has worked with County staff so that we can better understand how the fees are being generated. Below is the fee breakdown that we received from the County:

- *Fees are based on a 51 million dollar estimated construction value.*
- *Cochise County currently adopted Commercial building code fee rate schedule: First 1 million of the estimated 51 million is $6,196.75 plus $3.75 for each additional $1,000.00 or fraction thereof.*
- *The remaining 50 million dollars is assessed at $3.75 times 50,000. ($187,500.00)*
- *Permit fee is calculated by adding the base ($6,196.75) and the balance of ($187,500.00) for a sub total of $193,696.75.*
- *Plan review fees are calculated at 40% of the permit fee. 40% of $193,696.75 is $77,478.70.*
- *Total building permit and plan review fees: $193,696.75 +$77,478.70 = $271,175.45*

We understand that the County has standards for calculating building permit and plan check fees; however these fees are significantly higher than what we have seen for wind projects in jurisdictions across the country.

Typically, renewable energy projects do not fit into a standard category on jurisdiction's fee rate schedules. As such, most jurisdictions' initial reaction is to apply the commercial building permit fee rates schedule to the renewable energy projects. However, a 50 million dollar commercial office building requires significantly more County plan check and inspections than a 50 million dollar wind farm. This is due to the fact that the most expensive part of a wind farm, the turbines, are pre-manufactured products that do not require plan check or inspections. Due to this, we have found that jurisdictions across the country (including counties from California, Oregon, Indiana, and New Jersey) have adopted policies to "devalue" the cost of a renewable energy project by removing the high cost of manufactured equipment (solar panels from solar farms and wind turbines from wind farms) from the overall valuation when calculating fees since the jurisdictions are not required to expel resources on plan checking or inspecting this manufactured equipment.

Swinerton Builders CA Lic. No. 92
16798 West Bernardo Drive, San Diego, CA 92127
Tel: 858.622.4040 Fax: 858.622.4044
www.swinerton.com

We respectfully request that you use a similar devaluation process for the Red Horse Wind project. Below are the actual project construction costs that are contracted for the Red Horse Wind Project (excluding the owner provided turbines):

#	Item	Costs
1	Down Payment	$1,270,000
2	Mobilization	$500,000
3	Civil Construction (Grading, Roads, Etc.)	$2,500,000
4	Turbine Foundations	$3,000,000
5	Electrical Collection System	$1,800,000
6	Turbine Installation	$1,800,000
7	Meteorological Tower	$200,000
8	General Conditions (Overhead & Profit)	$1425,689
	Total Project Costs (excluding purchase and transport of turbines)	**$12,495,689**

Since this value of $12,495,689 represents the work that was reviewed during plan check as well as the work to be inspected, we believe that this valuation should be used to calculate the project plan check and permit fees. This valuation based on the previously provided formula would equal $49,305.58 for the permit and $19,722.23 for the plan check, totaling $69,027.81. $25,000 of the fee for plan check has already been paid under a separate county invoice (Invoice #001 dated July 3, 2014) leaving $44,027.81 as the outstanding balance. We would like to make this fee payment upon submission and issuance of the building permit. The remaining difference between our calculation and the previously provided calculation, the disputed amount, we would like to hold until the appeal has been discussed and a verdict provided, at which time we would pay the difference.

Our goal in having this discussion with you is larger than the economic viability of the project. We hope to share our past experiences on these types of projects to encourage future renewable energy jobs in Cochise County. These types of projects bring a lot of money to the local communities. We expect to employ up to 200 employees during the construction of the project and between 5 and 8 full time employees for the life of the project, of which we will employ many local candidates. We have already conducted a job fair with great success and look forward to bringing further economic benefit to Cochise County and the city of Willcox.

Thank you for your time. Please feel free to give me a call if you have any questions regarding this matter.

Sincerely,

Brian Hoopes
Project Manager
Swinerton Renewable Energy
(916) 205-7220

David M. Zwillinger
Authorized Signatory
c/o D. E. Shaw & Co., L.P.
212-478-0213

Action 13.

Regular Board of Supervisors Meeting — **County Treasurer**

Meeting Date: 01/06/2015

Abatement of property taxes and the removal of tax liens on certificate of clearance No. 2014-0516 thru 2014-0531.

Submitted By:	Pam Munsey, County Treasurer		
Department:	County Treasurer		
Presentation:	No A/V Presentation	**Recommendation:**	Approve
Document Signatures:	BOS Signature Required	**# of ORIGINALS Submitted for Signature:**	5 or More
NAME of PRESENTER:	Catherine L. Traywick	**TITLE of PRESENTER:**	Treasurer
Mandated Function?:	Federal or State Mandate	**Source of Mandate or Basis for Support?:**	42-19118

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the recommendation of the County Treasurer for the abatement of property taxes and interest on personal property and the removal of personal property tax liens on Treasurer's Certificate of Clearance No's. 2014-0516 thru 2014-0531 pursuant to A.R.S. 42-19118.

Background:

Pursuant to A.R.S. 42-19118 after a diligent search by this Office and the Sheriff's Department, we have determined that the properties that were subject to these taxes were either removed, destroyed or no longer have any real value that would warrant collection. We are requesting to abate personal properties list on the Treasurer's Certificate of Clearance No's. 2014-0516 thru 2014-0531 the authority to delete these taxes from the collection lists.

Department's Next Steps (if approved):

If approved, Mr. Chairman to sign the Treasurer's Certificate of Clearance No's2014-0516 thru 2014-0531, and return to Treasurer's office.

Impact of NOT Approving/Alternatives:

Cost of pursuing the collection procedures of personal property would continue to increase with no return revenue.

To BOS Staff: Document Disposition/Follow-Up:

Signature required on approved Certificate's of Clearance

Budget Information

Information about available funds

Budgeted: ☐ **Funds Available:** ☐ **Amount Available:**

Unbudgeted: ☐ **Funds NOT Available:** ☐ **Amendment:** ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Fiscal Year: 2014-2015

One-time Fixed Costs? ($$$): -9389.92

Ongoing Costs? ($$$):

County Match Required? ($$$):

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

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

): A.R.S. 42-18351 The cost of pursuing the statutory lien sale and collection procedures of the seizure and sale of personal property would exceed the revenue that could be derived.

Attachments

Cert of Clearance 2014 0516 to 0531

Certificate No. 2014-0516
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Arias Mayra Lizette

Doing Business As: N/A

Last Known Address: 301 Merritt Ave #4 Douglas, AZ 85607

Extent of any liens: N/A

Property Description: 1967 Brookwood 12 x 60
Serial Number#: FGSQXMT01268

Assessors database info: location of mobile unknown - not on parcel. Cancelled for 2012

Total Amount for Removal: $147.16

Taxpayer Number: 08700081-010

Tax Year(s):	2007	2008	2009	2010	2011
Roll #(s):	09-00196	09-00188	09-00196	09-00192	09-00285

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:__________________

Date:____________

TAXPAYER NUMBER: 08700081-010
ROLL NUMBER: 09-00196, 09-00188, 09-00196, 09-00192, 09-00285

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler,~~ first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Arias, Mayra Lizette taxpayer number: **08700081-010**
for tax years: **2007 -2011** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

#0519

DEP ARTHUR ESTRADA

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 18 day of Sept, 2014

By: ~~Gene Wheeler~~
Deputy Arthur Estrada

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	87 00 081 01 0	2002	3	.00		ORTEGA JEANETTE
_	87 00 081 01 0	2003	3	.00		ORTEGA JEANETTE
_	87 00 081 01 0	2004	3	.00		ORTEGA JEANETTE
_	87 00 081 01 0	2005	3	.00		ORTEGA JEANETTE
_	87 00 081 01 0	2006	3	.00		ORTEGA JEANETTE
_	87 00 081 01 0	2007	3	54.40	I	ARIAS MAYRA LIZETTE
_	87 00 081 01 0	2008	3	55.87	I	ARIAS MAYRA LIZETTE
_	87 00 081 01 0	2009	3	57.25	I	ARIAS MAYRA LIZETTE
_	87 00 081 01 0	2010	3	59.27	I	ARIAS MAYRA LIZETTE
_	87 00 081 01 0	2011	3	40.38	I	ARIAS MAYRA LIZETTE
_	87 00 082 01 3	2011	1	.00		VELASCO RAFAEL
_	87 00 082 01 3	2011	2	.00		VELASCO RAFAEL
_	87 00 082 01 3	2012	3	.00		VELASCO RAFAEL

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0208700081010

Tax Payer Name: ARIAS MAYRA LIZETTE (CANCELED/12)

Name Overflow:

Mail to Address: 301 MERRITT AVE #4

Mail to City: DOUGLAS Mail to State: AZ Mail to Zip: 85607

IMPROVEMENT

Area Code: 2707 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment Y Num Records: 1

Situs Address: 301 MERRITT AVE #4 Situs City: DOUGLAS Situs State: AZ Situs Zip: 85607

Parcel Id: 408 23 013 Split: C Class: 72 Legal Class: 3 Assessment Ratio: 10%

Model Year: 67 Description: BROOKWOOD Serial Number: FGSQXMTO1268

Width: 12 Length: 60 Full Cash Value: $0.00 Original Cost: $4,750.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date

Status Cancelled

FLP Source: "504"

Comments:
5/20/86 - 504
7/13/92 - 504 DOUGLAS TO DOUGLAS NEW OWNER CASTRO ROGELIIO
DEC 99 TITLE RPT TITLE ORTEGA JEANETTE
11/8/06 MVD RPT 9/06 FROM ORTEGA JEANETTE TO ARIAS MAYRA LIZETTE
10/2/08 PCL SPLIT TO 408-23-013C-7 MHP
8/18/10 NOV RETURNED NO NEW INFO FILED
8/10/11 NOV RETURNED NO NEW INFO FILED
10/16/11 FC 10/11/11 - 10065 ARIAS MAYRA LIZETTE 408-23-013C SP 12 OWNER & LOCATION UNKNOWN
CANCELED/12
1/23/12 FC 1/10/12 MH NO ON PCL 408-23-012E LOCATION UNKNOWN

Certificate No. 2014-0517
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Brown Michael F

Doing Business As: N/A

Last Known Address: 3004 N Jessie's Way Cochise, AZ 85606

Extent of any liens: N/A

Property Description: 1986 Palm Harbor 14 x 66
Serial Number#: AS14303

Assessors database info: In 2004 land owner reported that the mobile is not on parcel. Location unknown
Cancelled for 2012.

Total Amount for Removal: $1300.96

Taxpayer Number: 08700345-017

Tax Year(s):	2001	2002	2003	2004	2005
Roll #(s):	09-00405	09-00856	09-00846	09-00795	09-00823
Tax Year(s):	2006	2007	2008	2009	2010
Roll #(s):	09-00791	09-00785	09-00789	09-00782	09-00761
Tax Year(s):	2011				
Roll #(s):	09-01033				

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ______________________

Date: ______________

TAXPAYER NUMBER: 08700345-017
ROLL NUMBER: 09-00405, 09-00856, 09-00846, 09-00795, 09-00823, 09-00791 09-00785, 09-00789, 09-00782, 09-00761, 09-01033

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley
~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a ~~Sergeant~~ Deputy with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Brown, Michael taxpayer number: **~~09500233-014~~** — 08700345-017 amp
for tax years: **2001 -2011** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

M Callanan-English 3060,

Gene Wheeler, Sergeant
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 04 day of August, 20 14

By: ~~Gene Wheeler~~
M Callanan-English

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM EXPIRES: MARCH 21, 2015

My Commission Expires:

03/21/15

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	87 00 345 01 7	2001	1	181.31	I	BROWN MICHAEL F *
_	87 00 345 01 7	2001	2	176.64	I	BROWN MICHAEL F *
_	87 00 345 01 7	2002	1	175.33	I	BROWN MICHAEL F *
_	87 00 345 01 7	2002	2	170.57	I	BROWN MICHAEL F *
_	87 00 345 01 7	2003	1	178.21	I	BROWN MICHAEL F *
_	87 00 345 01 7	2003	2	173.09	I	BROWN MICHAEL F *
_	87 00 345 01 7	2004	1	151.90	I	BROWN MICHAEL F *
_	87 00 345 01 7	2004	2	147.28	I	BROWN MICHAEL F *
_	87 00 345 01 7	2005	1	138.83	I	BROWN MICHAEL F *
_	87 00 345 01 7	2005	2	134.32	I	BROWN MICHAEL F *
_	87 00 345 01 7	2006	1	135.36	I	BROWN MICHAEL F *
_	87 00 345 01 7	2006	2	130.66	I	BROWN MICHAEL F *
_	87 00 345 01 7	2007	1	131.46	I	BROWN MICHAEL F *

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	87 00 345 01 7	2007	2	126.56	I	BROWN MICHAEL F *
_	87 00 345 01 7	2008	1	133.98	I	BROWN MICHAEL F *
_	87 00 345 01 7	2008	2	128.59	I	BROWN MICHAEL F *
_	87 00 345 01 7	2009	1	114.00	I	BROWN MICHAEL F *
_	87 00 345 01 7	2009	2	109.01	I	BROWN MICHAEL F *
_	87 00 345 01 7	2010	1	85.95	I	BROWN MICHAEL F *
_	87 00 345 01 7	2010	2	81.83	I	BROWN MICHAEL F *
_	87 00 345 01 7	2011	1	80.19	I	BROWN MICHAEL F
_	87 00 345 01 7	2011	2	75.93	I	BROWN MICHAEL F
_	87 00 346 01 0	2001	3	.00		PETITT GARY D OR BRENDA
_	87 00 346 01 0	2002	3	.00		PETITT GARY D OR BRENDA
_	87 00 346 01 0	2003	1	.00		PETITT GARY D OR BRENDA
_	87 00 346 01 0	2003	2	.00		PETITT GARY D OR BRENDA

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0208700345017
Tax Payer Name: BROWN MICHAEL F * (CANCELED/12)
Name Overflow: BROWN BEN F (TITLE)
Mail to Address: 268 W PAPAGO WAY
Mail to City: COCHISE Mail to State: AZ Mail to Zip: 85606

IMPROVEMENT

Area Code: 2200 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1
Situs Address: 3004 N JESSIE'S WAY Situs City: COCHISE Situs State: AZ Situs Zip: 85606
Parcel Id: 205 20 003 Split: B Class: 72 Legal Class: 3 Assessment Ratio: 10%
Model Year: 86 Description: PALM HARBOR Serial Number: AS14303
Width: 14 Length: 66 Full Cash Value: $0.00 Original Cost: $15,639.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source: Title

Comments:
1/28/87 - 504 NEW PIMA TO DRAGOON
6/4/93 - JUNE 93 STATE RPT TITLE TO BROWN BEN F
OWNER BROWN MICHAEL F *
7/10/02 VALUE CARD RETURNED; REMAILED PER PT50 MAILING ADD
9/19/03 NOV CARD RETURNED - NO NEW INFO - FILED
05/03/04 DONALD L BEZEK CALLED BECAUSE HE GOT TWO SHERIFF'S LETTERS FOR THIS MH. HE DOES NOT OWN THIS MH. HE DOES OWN PARCEL 206-14-011-B-4. MH IS NOT ON HIS PROPERTY. I TOLD HIM TO SEND THE SHERIFF'S LETTERS BACK TO SANDY AT THE TREAS'S OFC WITH A NOTE. I ALSO, CALLED S.V. AT THE TREAS'S OFC. I TOOK THE PARCEL NUMBER OFF OF OUR RECORDS IN DOR & THE DATA BASE. I ENTERED NOTE IN PARCEL HISTORY. DO NOT KNOW WHERE THIS MH IS LOCATED. (E.J.)
5/24/04 SENT LETTER TO M BROWN FOR PARCEL INFORMATION.
06/15/04 DONALD BEZEK CAME TO THE COUNTER WITH A DELINQUENT LETTER. I TOLD L.P. TO TELL HIM WE HAVE CORRECTED OUR RECORDS. HE NEEDS TO GO TO THE TREAS'S OFC WITH THE DELINQUENT LETTER AND TELL THEM THIS MH IS NOT ON HIS LAND & IT DOES NOT BELONG TO HIM.
6/30/04 CHANGED PARCEL INFORMATION PER PT50, CHANGED MAILING ADDRESS PER PT 50, CALLED SANDI AT TREAS TO GIVE HER ADDRESS TO RESEND BILLS. SHE GAVE ME THE JESSIE'S WAY ADDRESS, SHE IS RESENDING BILLS TO THOSE ADDRESSES.
7/8/08 ADDR CHG PO NOV RETURN
10/26/11 FC 8/3/11 - 10065/ TREAS LIST BROWN MICHAEL 205-20-003B MH NOT ON PCL CANCELED/12

Certificate No. 2014-0518
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Collett Robert H SR

Doing Business As: N/A

Last Known Address: 10607 N HWY 191 Elfrida, AZ 85610

Extent of any liens: N/A

Property Description: 1968 Rembrandt 12 x 50
Serial Number#: B21436

Assessors database info: Unit is not located at the above situs address - location unknown, Cancelled for 2011

Total Amount for Removal: $119.74

Taxpayer Number: 01278075-014

Tax Year(s):	2007	2008	2009	2010
Roll #(s):	09-01394	09-01257	09-01217	09-01178

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________

Date:____________

TAXPAYER NUMBER: 0201278075-014
ROLL NUMBER: 09-01394, 09-01257, 09-01217, 09-01178

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley
~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Collett, Robert H Sr taxpayer number: **01278075-014**
for tax years: **2007-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

S. Mitchell
~~Gene Wheeler~~ 07-19-14
Gene Wheeler, Sergeant
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 19 day of July, 2014

By: ~~Gene Wheeler~~
Deputy S. mitchell

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

My Commission Expires:

03/21/15

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	12 78 075 01 4	2002	3	.00		COLLETT SR ROBERT H
_	12 78 075 01 4	2003	3	.00		COLLETT SR ROBERT H
_	12 78 075 01 4	2004	3	.00		COLLETT SR ROBERT H
_	12 78 075 01 4	2005	3	.00		COLLETT SR ROBERT H
_	12 78 075 01 4	2006	3	.00		COLLETT SR ROBERT H
_	12 78 075 01 4	2007	3	57.70	I	COLLETT SR ROBERT H
_	12 78 075 01 4	2008	3	57.38	I	COLLETT SR ROBERT H
_	12 78 075 01 4	2009	3	63.06	I	COLLETT ROBERT H SR
_	12 78 075 01 4	2010	3	49.10	I	COLLETT ROBERT H SR
_	12 78 187 01 6	2002	3	.00		COLLETT N E OR LUCILLE
_	12 78 187 01 6	2003	3	.00		COLLETT N E OR LUCILLE
_	12 78 187 01 6	2004	3	.00		COLLETT N E OR LUCILLE
_	12 78 187 01 6	2005	3	.00		COLLETT N E OR LUCILLE

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0201278075014

Tax Payer Name: COLLETT ROBERT H SR (CANCELED/11)

Name Overflow:

Mail to Address: P O BOX 225

Mail to City: ELFRIDA Mail to State: AZ Mail to Zip: 85610

IMPROVEMENT

Area Code: 1270 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: 10607 N HWY 191 Situs City: ELFRIDA Situs State: AZ Situs Zip: 85610

Parcel Id: 403 21 002 Split: Class: 72 Legal Class: 3 Assessment Ratio: 10%

Model Year: 68 Description: REMBRANT Serial Number: B21436

Width: 12 Length: 50 Full Cash Value: $0.00 Original Cost: $4,766.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments: FORMER OWNER COLLETT EVELYN
FEB 86 TITLE COLLETTE ROBERT H SR
8/8/11 FC 8/3/11/ TREAS LIST - 1006 AERIAL VIEW COLLETT ROBERT 403-21-002 MH NOT ON PCL CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011

Certificate No. 2014-0519
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Condon Dave

Doing Business As: N/A

Last Known Address: 4110 Glisch Rd Sierra Vista, AZ 85650

Extent of any liens: N/A

Property Description: 1970 Huskey 10 x 50
Serial Number#: 053100106

Assessors database info: Owner reported unit destroyed years ago Cancelled for 2011.

Total Amount for Removal: $105.98

Taxpayer Number: 00000732-014

Tax Year(s):	2007	2008	2009	2010
Roll #(s):	09-01418	09-01279	09-01240	09-01199

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________________

Date:________________

TAXPAYER NUMBER: 00000732-014
ROLL NUMBER: 09-01418, 09-01279, 09-01240, 09-01199

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Dave Condon taxpayer number: **00000732-014**
for tax years: **2007-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

T Smalley 0119

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: ~~Gene Wheeler~~

Tricia Smalley

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

March 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	732 01 4	2001	3	.00		CONDON DAVE
_	732 01 4	2002	3	.00		CONDON DAVE
_	732 01 4	2003	3	.00		CONDON DAVE
_	732 01 4	2004	3	.00		CONDON DAVE
_	732 01 4	2005	3	.00		CONDON DAVE
_	732 01 4	2006	3	.00		CONDON DAVE
_	732 01 4	2007	3	51.48	I	CONDON DAVE
_	732 01 4	2008	3	50.38	I	CONDON DAVE
_	732 01 4	2009	3	51.00	I	CONDON DAVE
_	732 01 4	2010	3	47.87	I	CONDON DAVE
_	734 01 0	2002	1	.00		EASTMAN STEVEN J
_	734 01 0	2002	2	.00		EASTMAN STEVEN J
_	734 01 0	2003	1	.00		EASTMAN STEVEN J

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200000732014

Tax Payer Name: CONDON DAVE (CANCELED/11)

Name Overflow:

Mail to Address: PO BOX 4723

Mail to City: HUACHUCA CITY Mail to State: AZ Mail to Zip: 85616

IMPROVEMENT

Area Code: 4907 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: 4110 GLISCH RD Situs City: SIERRA VISTA Situs State: AZ Situs Zip: 85650

Parcel Id: 107 66 052 Split: C Class: 72 Legal Class: 3 Assessment Ratio: 10%

Model Year: 70 Description: HUSKEY Serial Number: 053100106

Width: 10 Length: 50 Full Cash Value: $0.00 Original Cost: $4,500.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments: 1/4/01 - 504 #83427 - 12/26/00
7/8/08 NOV CARD RETURNED; REMAILED PER PO FORWARDING CONDON DAVE
3/21/11 CONDON DAVE IN BISBEE OFC 3/18/11; SAID THAT MH WAS DESTROYED & HE HAS NOT OWNED PROPERTY SINCE 2003; CKD AS400 HE PD TAXES THROUGH 2006; CALLED CONDON DAVE TODAY AT 520-559-0295; SAID THAT I COULD SEND A N/C, BUT HE WOULD NEED DATED DOCUMENTATION; TOLD HIM THAT WE SEND NOV CARDS EVERY YEAR SO THAT HE COULD HAVE PETITIONED; MAILED THE N/C; HE MIGHT ONLY DO 2011
8/3/11 FC 8/2/11/ TREAS LIST - 10065 CONDON DAVE 107-66-052C MH NOT ON PCL CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011

Certificate No. 2014-0520
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Cordova Rafael

Doing Business As: N/A

Last Known Address: 3692 N Ohio Dr Douglas, AZ 85607

Extent of any liens: N/A

Property Description: 1973 Valley 14 x 52
Serial Number#: SPA3483D

Assessors database info: Located in Santa Cruz County
Cancelled for 2006.

Total Amount for Removal: $49.02

Taxpayer Number: 00400086-010

Tax Year(s): 2005
Roll #(s): 09-01368

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:________________________

Date:_______________

TAXPAYER NUMBER: 00400086-010
ROLL NUMBER: 09-01368

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler,~~ first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Rafael Cordova taxpayer number: **00400086-010**
for tax years: **2005** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

#0519

DEP ARTHUR ESTRADA

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 18 day of Sept, 2014

By: ~~Gene Wheeler~~
Deputy Arthur Estrada

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

LPLIST Cochise County Tax System TxPymtRG
Cashier: KWI Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	4 00 086 01 0	2004	3	.00		CORDOVA RAFAEL *
_	4 00 086 01 0	2005	3	120.92	I	CORDOVA RAFAEL *
_	4 00 087 01 3	2004	1	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2004	2	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2005	1	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2005	2	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2006	1	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2006	2	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2007	1	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2007	2	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2008	1	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2008	2	.00		FRANK FREDRICK WILLIAM OR PAME
_	4 00 087 01 3	2009	3	.00		FRANK FREDRICK WILLIAM OR PAME

More...

Options: P I H Enter-Process selection F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200400086010

Tax Payer Name: CORDOVA RAFAEL * (CANCELED/06)

Name Overflow: VANCAMP JOAN M

Mail to Address: SANDPOINTE MHP -6825 E HWY 60

Mail to City: APACHE JUNCTIOI Mail to State: AZ Mail to Zip: 85218

IMPROVEMENT

Area Code: 2710 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: 3692 N OHIO DRIVE Situs City: DOUGLAS Situs State: AZ Situs Zip:

Parcel Id: 000 00 000 Split: Class: 72 Legal Class: 3 Assessment Ratio:

Model Year: 73 Description: VALLEY Serial Number: SPA3483D

Width: 14 Length: 52 Full Cash Value: $0.00 Original Cost: $6,649.00 Percent Good:

ASSESSOR INPUT

Entry Date 12/8/2003 Status Cancelled FLP Source: Title

Comments:
12/8/03 - 504 #86492 10/28/03 PINAL TO DOUGLAS VAN CAMP JOAN M
8/9/04 RECD LTR 8/4/04 FROM VANCAMP JOAN; SOLD MH TO CORDOVA RAFAEL*
7/12/05_COA CALLED SANDPOINTE MHP. RESENT NOV CARD
8/3/05 - 504 #126087 7/22/05 DOUGLAS TO AMADO AZ CORDOVA CANCELED/06
8/23/05 DELETED IN DOR IN SANTA CRUZ CTY

Certificate No. 2014-0521
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Cunningham Donna Gail

Doing Business As: N/A

Last Known Address: 2908 E Windmill Rd Tombstone, AZ 85638

Extent of any liens: N/A

Property Description: 1962 National 10 x 55
Serial Number#: FN551FKS9628

Assessors database info: Unit is in salvage condition only Cancelled for 2012.

Total Amount for Removal: $100.68

Taxpayer Number: 08300076-018

Tax Year(s): 2008 2009 2010 2011
Roll #(s): 09-01439 09-01391 09-01348 09-01889

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ____________________

Date: ______________

TAXPAYER NUMBER: 08300076-018
ROLL NUMBER: 09-01439, 09-01391, 09-01348, 09-01889

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

Donna Cunningham taxpayer number: **08300076-018**

for tax years: **2008-2011** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

Smalley/0119

~~Gene Wheeler, Sergeant~~ Tricia Smalley, Deputy
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 30 day of July, 2014

By: ~~Gene Wheeler~~ Deputy Tricia Smalley

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	83 00 076 01 8	2002	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2003	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2004	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2005	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2006	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2007	3	.00		CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2008	3	47.72	I	CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2009	3	48.55	I	CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2010	3	41.90	I	CUNNINGHAM DONNA GAIL
_	83 00 076 01 8	2011	3	37.58	I	CUNNINGHAM DONNA GAIL
_	83 00 078 01 4	2001	3	.00		REAUME CHARLES WILLIAM & MARIL
_	83 00 078 01 4	2002	3	.00		REAUME CHARLES WILLIAM & MARIL
_	83 00 078 01 4	2003	3	.00		REAUME CHARLES WILLIAM & MARIL

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0208300076018

Tax Payer Name: CUNNINGHAM DONNA GAIL (CANCELED/12)

Name Overflow:

Mail to Address: 2908 E WINDMILL RD

Mail to City: TOMBSTONE Mail to State: AZ Mail to Zip: 85638

IMPROVEMENT

Area Code: 0100 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: 2908 E WINDMILL RD Situs City: TOMBSTONE Situs State: AZ Situs Zip: 85638

Parcel Id: 110 13 010 Split: Class: 72 Legal Class: 3 Assessment Ratio: 10%

Model Year: 62 Description: NATIONAL Serial Number: FN551FKS9628

Width: 10 Length: 55 Full Cash Value: $0.00 Original Cost: $5,995.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments: KIRKLEY SOLD TO YOUNGBLOOD TITLE NOT CHANGED
6/99 TITLE RPT - YOUNGBLOOD
OCT 99 TITLE RPT TITLE CUNNINGHAM DONNA GAIL
8/19/02 FC - 20007 8/1/02; CHGD SITUS & PCL
10/24/11 FC - 10065/ TREAS LIST CUNNINGHAM DONNA 110-13-010 AERIAL CONFIRM DIFFERENT LAND OWNER
11/2/11 FC 11/1/11 CUNNINGHAM GAIL 110-13-010 MH IN SALVAGE CONDITION REMOVE FROM TAX ROLLS
CANCELED/12

Certificate No. 2014-0522
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Dick Leo

Doing Business As: N/A

Last Known Address: No situs address shown in database

Extent of any liens: N/A

Property Description: 1972 Mark National 12 x 44
Serial Number#: N44488

Assessors database info: Value cards & notices returned since 2004 mobile is not on parcel shown: 303-33-095-3
Cancelled for 2011.

Total Amount for Removal: $206.82

Taxpayer Number: 09000358-019

Tax Year(s):	2004	2005	2006	2007	2008
Roll #(s):	09-01622	09-01653	09-01797	09-01771	09-01618

Tax Year(s):	2009	2010
Roll #(s):	09-01571	09-01523

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:________________

Date:__________

TAXPAYER NUMBER: 09000358-019

TAX ROLL NUMBER(s): 09-01622, 09-01653, 09-01797, 09-01771, 09-01618, 09-01571, 09-01523

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley, first being sworn, upon his oath deposes and says:

1. That I am a Deputy with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by Dick Leo, taxpayer number 09000358-019 for tax years 2004-2010 as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owning such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number(s) and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

T. Smalley 019
T. SMALLEY #0/19
Office of the Cochise County Sheriff

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: Tricia Smalley

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

March 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	90 00 358 01 9	2001	3	.00		DICK LEO L
_	90 00 358 01 9	2002	3	.00		DICK LEO L
_	90 00 358 01 9	2003	3	.00		DICK LEO L
_	90 00 358 01 9	2004	3	70.29	I	DICK LEO L
_	90 00 358 01 9	2005	3	73.56	I	DICK LEO L
_	90 00 358 01 9	2006	3	63.80	I	DICK LEO L
_	90 00 358 01 9	2007	3	63.37	I	DICK LEO L
_	90 00 358 01 9	2008	3	62.30	I	DICK LEO L
_	90 00 358 01 9	2009	3	65.58	I	DICK LEO L
_	90 00 358 01 9	2010	3	43.00	I	DICK LEO L
_	90 00 360 01 4	2001	3	.00		DURRER ELEANOR E
_	90 00 360 01 4	2002	3	.00		DURRER ELEANOR E
_	90 00 360 01 4	2003	3	.00		DURRER ELEANOR E

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0209000358019

Tax Payer Name: DICK LEO L (CANCELED/11)

Name Overflow:

Mail to Address: 3413 S MESA FLAT DRIVE

Mail to City: THATCHER Mail to State: AZ Mail to Zip: 85552

IMPROVEMENT

Area Code: 1875 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: Situs City: SAN SIMON Situs State: AZ Situs Zip: 85632

Parcel Id: 303 33 095 Split: Class: 72 Legal Class: 3 Assessment Ratio: 10%

Model Year: 72 Description: MARK NATIONAL Serial Number: N44488

Width: 12 Length: 44 Full Cash Value: $0.00 Original Cost: $3,800.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments:
1/90 - 504 TO GRAHAM - TRADE IN
8/10/90 - 504 GRAHAM TO SAN SIMON
9/10/90 TITLE STILL CAWOOD
SEPT 90 STATE RPT NOV 94 TITLE DICK LEO L
7/20/04 VALUE CARD REMAILED PER POST OFC FORWARDING
8/9/11 FC 8/8/11/ TREAS LIST - 10065 AERIAL VIEW DICK LEO 303-33-095 MH NOT ON PCL CANCELD/11
8/26/11 SENT AMENDED NOV FOR 2011

Certificate No. 2014-0523
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Jackson Melvin

Doing Business As: N/A

Last Known Address: 701 Arizona St Bowie, AZ 85605

Extent of any liens: N/A

Property Description: 1972 Rembrandt 12 x 36
Serial Number#: B29329

Assessors database info: Last field check before our office Request was in 2006. 2011 results - MH not on parcel, location unknown. Cancelled for 2011.

Total Amount for Removal: $61.52

Taxpayer Number: 00600406-010

Tax Year(s): 2008 2009 2010
Roll #(s): 09-03131 09-03043 09-03027

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ______________________

Date: ______________

TAXPAYER NUMBER: 00600406-010
ROLL NUMBER: 09-03131, 09-03043, 09-03027

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley
~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Melvin Jackson taxpayer number: **00600406-010**
for tax years: **2008-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

M Callahan-English 0601

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 29 day of July, 2014

By: ~~Gene Wheeler~~
Deputy M.Callahan-English

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

My Commission Expires:

03/21/15

LPLIST Cochise County Tax System TxPymtRG
Cashier: KWI Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	6 00 406 01 0	2006	3	.00		JACKSON MELVIN *
_	6 00 406 01 0	2007	3	.00		JACKSON MELVIN *
_	6 00 406 01 0	2008	3	43.15	I	JACKSON MELVIN *
_	6 00 406 01 0	2009	3	43.07	I	JACKSON MELVIN *
_	6 00 406 01 0	2010	3	27.03	I	JACKSON MELVIN *
_	6 00 407 01 3	2006	3	.00		JAYMON PROPERTIES LLC
_	6 00 408 01 6	2007	1	.00		BACKES WARREN
_	6 00 408 01 6	2007	2	.00		BACKES WARREN
_	6 00 415 01 6	2007	1	.00		PAC VAN
_	6 00 415 01 6	2007	2	.00		PAC VAN
_	6 00 420 01 0	2006	1	.00		O'CONNELL TERRANCE & TERI
_	6 00 420 01 0	2006	2	.00		O'CONNELL TERRANCE & TERI
_	6 00 420 01 0	2007	1	.00		O'CONNELL TERRANCE & TERI

More...

Options: P I H Enter-Process selection F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200600406010

Tax Payer Name: JACKSON MELVIN * (CANCELED/11)

Name Overflow: DOERR WILLIAM OR EDITH (TITLE)

Mail to Address: PO BOX 274

Mail to City: BOWIE   Mail to State: AZ   Mail to Zip: 85605

IMPROVEMENT

Area Code: 1475   Ex Code: Unsec/Sec/Affix: 4   Spec Assessment: N   Num Records: 1

Situs Address: 701 ARIZONA STREET   Situs City: BOWIE   Situs State: AZ   Situs Zip:

Parcel Id: 302 06 032   Split: A   Class: 72   Legal Class: 03   Assessment Ratio:

Model Year: 72   Description: REMBRANDT   Serial Number: B29329

Width: 12   Length: 36   Full Cash Value: $0.00   Original Cost: $1,960.00   Percent Good:

ASSESSOR INPUT

Entry Date: 3/10/2006   Status: Cancelled   FLP Source: Petition

Comments: 3/10/06 - 504 #126218 3/3/06 SV TO BOWIE JACKSON MELVIN # STILL TITLED DOERR WILLIAM OR EDITH; FLP PER PETITION #21 FILED IN 2005 UNDER DOERR; THIS MH WAS PREVIOUSLY ON TAX ID #2026578-02-5, IT WAS SECURED TO PCL 107-66-067C-5 W/ 2 OTHER MHS
8/10/11 FC 8/9/11 - 10065/ TREAS LIST JACKSON MELVIN 302-06-032A MH NOT ON PCL CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011

Certificate No. 2014-0524
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Martinez Cynthia

Doing Business As: N/A

Last Known Address: 13508 S Hwy 191 Elfrida, AZ 85610

Extent of any liens: N/A

Property Description: 1975 Corinthian 14 x 56
Serial Number#: 10S1212

Assessors database info: As per field check request - mobile not on parcel. Location unknown Cancelled for 2011.

Total Amount for Removal: $478.80

Taxpayer Number: 00000241-015

Tax Year(s):	2004	2005	2006	2007	2008
Roll #(s):	09-04101	09-04134	09-04133	09-04136	09-03966

Tax Year(s):	2009	2010
Roll #(s):	09-03879	09-03834

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________

Date:____________

TAXPAYER NUMBER: 00000241-015
ROLL NUMBER: 09-04101, 09-04134, 09-04133, 09-04136, 09-03966 09-03879, 09-03834

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler,~~ first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

Cynthia Martinez taxpayer number: **00000241-015**

for tax years: **2004-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property

on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

J. Gjurck 0422
~~Gene Wheeler~~

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 18 day of Sept, 2014

By: ~~Gene Wheeler~~
John Gjurck 0422

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

LPLIST | Cochise County Tax System | TxPymtRG
Cashier: KWI | Parcel List

Opt	Parcel	Year	Total Owing	Int Pen	Owner's Name
_	241 01 5	2001 3	.00		GILLESPIE SHARON*
_	241 01 5	2002 3	.00		MARTINEZ CYNTHIA
_	241 01 5	2003 3	.00		MARTINEZ CYNTHIA
_	241 01 5	2004 3	181.08	I	MARTINEZ CYNTHIA
_	241 01 5	2005 3	170.65	I	MARTINEZ CYNTHIA
_	241 01 5	2006 3	158.33	I	MARTINEZ CYNTHIA
_	241 01 5	2007 3	148.04	I	MARTINEZ CYNTHIA
_	241 01 5	2008 3	150.19	I	MARTINEZ CYNTHIA
_	241 01 5	2009 3	129.91	I	MARTINEZ CYNTHIA
_	241 01 5	2010 3	93.94	I	MARTINEZ CYNTHIA
_	242 01 8	2002 1	.00		BEHR TOM E & LORRAINE H
_	242 01 8	2002 2	.00		BEHR TOM E & LORRAINE H
_	242 01 8	2003 1	.00		BEHR TOM E & LORRAINE H

More...

Options: P I H   Enter-Process selection   F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200000241015
Tax Payer Name: MARTINEZ CYNTHIA (CANCELED/11)
Name Overflow:
Mail to Address: 13508 S HWY 191
Mail to City: ELFRIDA Mail to State: AZ Mail to Zip: 85610

IMPROVEMENT

Area Code: 5304 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1
Situs Address: 13508 S HWY 191 Situs City: ELFRIDA Situs State: AZ Situs Zip: 85610
Parcel Id: 401 10 089 Split: B Class: 72 Legal Class: 3 Assessment Ratio: 10%
Model Year: 75 Description: CORINTHIAN Serial Number: 10S1212
Width: 14 Length: 56 Full Cash Value: $0.00 Original Cost: $8,335.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments: 1/27/00 504 #97897
6/20/01 ADOT 5/9/01 TITLE GILLESPIE SHARON *, JOHNSON BRENDA (TITLE) TO MARTINEZ CYNTHIA
6/20/01 FC 6/28/00 - 30022 PER #000146
6/25/01 MVD RPT 5/01 TITLE MARTINEZ CYNTHIA
2/11/03 CHGD ADD PER TAX PMT
6/12/03 TREAS ABATED BILL 2001-02 UNDER GILLESPIE SHARON
7/6/09 NOV CARD RETURNED REMAILED PER PO FORWARDING
8/5/11 FC 8/4/11/ TREAS LIST - 1006 AERIAL VIEW MARTINEZ CYNTHIA 401-10-089B MH NOT ON PCL
CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011
9/22/11 AMENDED NOV RETURNED FILED

Certificate No. 2014-0525
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Newlin Amer

Doing Business As: N/A

Last Known Address: Richland Ranchettes Cochise, AZ 85606

Extent of any liens: N/A

Property Description: 1951 American 8 x 32
Serial Number#: 17581

Assessors database info: Value under $10 Location unknown
Cancelled for 2011.

Total Amount for Removal: $75.42

Taxpayer Number: 04186537-014

Tax Year(s):	2006	2007	2008	2009	2010
Roll #(s):	09-04749	09-05065	09-04902	09-04928	09-04847

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________________

Date:________________

TAXPAYER NUMBER: 04186537-014
ROLL NUMBER: 09-04749, 09-05065, 09-04902, 09-04928, 09-04847

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley
~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

   A. Newlin taxpayer number: **04186537-014**

   for tax years: **2006-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property

on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

M Callahan-English 02001

Gene Wheeler, Sergeant
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 04 day of August, 2014

By: ~~Gene Wheeler~~
m Callahan-English

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

LPLIST Cochise County Tax System TxPymtRG
Cashier: KWI Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	41 86 537 01 4	2001	3	.00		NEWLIN A *
_	41 86 537 01 4	2002	3	.00		NEWLIN A *
_	41 86 537 01 4	2003	3	.00		NEWLIN A *
_	41 86 537 01 4	2004	3	.00		NEWLIN A *
_	41 86 537 01 4	2005	3	.00		NEWLIN A *
_	41 86 537 01 4	2006	3	34.79	I	NEWLIN A *
_	41 86 537 01 4	2007	3	33.45	I	NEWLIN A *
_	41 86 537 01 4	2008	3	31.75	I	NEWLIN A *
_	41 86 537 01 4	2009	3	27.11	I	NEWLIN A *
_	41 86 537 01 4	2010	3	23.23	I	NEWLIN A *
_	42 02 550 01 4	2001	3	.00		MATHIAS ANNA M
_	42 02 550 01 4	2002	3	.00		MATHIAS ANNA M
_	42 02 550 01 4	2003	3	.00		MATHIAS ANNA M

More...

Options: P I H Enter-Process selection F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0204186537014

Tax Payer Name: NEWLIN A * (CANCELED/11)

Name Overflow: BERSTLER CHARLES M (TITLE)

Mail to Address: 181 E GERONIMO WAY

Mail to City: COCHISE Mail to State: AZ Mail to Zip: 85606

IMPROVEMENT

Area Code: 2270 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment Y Num Records: 1

Situs Address: RICHLAND RANCHETTES Situs City: COCHISE Situs State: AZ Situs Zip: 85606

Parcel Id: 206 22 021 Split: Class: 721 Legal Class: 3 Assessment Ratio: 10%

Model Year: 51 Description: AMERICAN Serial Number: 17581

Width: 8 Length: 32 Full Cash Value: Original Cost: $3,145.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source:

Comments:
9/19/80 - 91 MASON B F OR MABEL TO BERSTLER CHARLES M
BERSTLER SOLD TO ROBSON J M
OWNER NEWLIN A
6/27/02 ADD CHG PER NTC
7/15/09 NOV RETURNED REMAILED PER PT50
8/17/09 PL RECD PHONE CALL FROM BERSTLER NANCY IN SLOW LOW 928-368-3309 RE DELQ LTR; THEY SOLD TRAILER IN 1981; I CALLED PJ AT THE TREAS; SHE SAID TO HAVE THE DELQ LTR SENT BACK W/ INFO OF WHEN SOLD & TO WHOM; CALLED NANCY & ASKED HER TO SENT LTR
9/2/10 RECD A PHONE CALL FROM BERSTLER CHARLES; HE RECD A DELQ LTR FROM SHERIFF; SAID THAT THE MH WAS STILL TITLED TO HIM; WE DID HAVE MH IN NEWLIN A*; HE ASKED IF HE COULD SEIZE THE PROP; SAID THAT I DID NOT HAVE THE LTR IN FRONT OF ME; HE SHOULD TALK TO BACK TAXES & THE SHERIFF'S OFC; TRANSFERRED HIM TO ED IN BACK TAX 8412
8/9/11 NOV RETURNED TAX BILL UNDER $10 ACCT CANCELED FOR 2011; LOCATION UNKNOWN.
8/26/11 SENT AMENDED NOV FOR 2011
9/13/11 AMENDED NOV RETURNED FILED

Certificate No. 2014-0526
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Pilone Willard Dennis

Doing Business As: N/A

Last Known Address: No situs or parcel number listed

Extent of any liens: N/A

Property Description: 1979 Brentwood 14 x 60
Serial Number#: UMH084473

Assessors database info: Received call from owner that the mobile Has been located on the reservation by Ajo since 2007.
Cancelled for 2012

Total Amount for Removal: $500.96

Taxpayer Number: 00700341-011

Tax Year(s):	2007	2008	2009	2010	2011
Roll #(s):	09-05436	09-05275	09-05287	09-05205	09-06747

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:________________________

Date:________________

TAXPAYER NUMBER: 00700341-011
ROLL NUMBER: 09-05436, 09-05275, 09-05287, 09-05205, 09-06747

RECEIVED
DEC 0 1 2014
Cochise County
Treasurer

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:
Willard Dennis Pilone taxpayer number: **00700341-011**
for tax years: **2007-2011** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property

on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

TSmalley 019
~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: ~~Gene Wheeler~~
Tricia Smalley

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES MARCH 21, 2015

My Commission Expires:

March 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	7 00 341 01 1	2007	3	207.16	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2008	1	102.87	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2008	2	98.73	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2009	1	100.54	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2009	2	96.14	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2010	1	94.32	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2010	2	89.79	I	PILONE WILLARD DENNIS
_	7 00 341 01 1	2011	3	116.98	I	PILONE WILLARD DENNIS
_	7 00 342 01 4	2007	1	.00		JAYMON PROPERTIES LLC
_	7 00 342 01 4	2007	2	.00		JAYMON PROPERTIES LLC
_	7 00 342 01 4	2008	1	.00		JAYMON PROPERTIES LLC
_	7 00 342 01 4	2008	2	.00		JAYMON PROPERTIES LLC
_	7 00 342 01 4	2009	1	.00		JAYMON PROPERTIES LLC

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer iD

OWNERSHIP

Taxpayer Id: 0200700341011

Tax Payer Name: PILONE WILLARD DENNIS (CANCELED/12)

Name Overflow:

Mail to Address: HC03 BOX 1022

Mail to City: AJO Mail to State: AZ Mail to Zip: 85321

IMPROVEMENT

Area Code: 2700 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: Situs City: RESERVATION Situs State: AZ Situs Zip:

Parcel Id: Split: Class: 72 Legal Class: 03 Assessment Ratio:

Model Year: 79 Description: BRENTWOOD Serial Number: UMH084473

Width: 14 Length: 60 Full Cash Value: $0.00 Original Cost: $16,366.00 Percent Good:

ASSESSOR INPUT

Entry Date 1/10/2007 Status Cancelled FLP Source: Title

Comments: 1/10/07 MVD RPT 12/06 PILONE WILLARD DENNIS
9/28/11 RECD PHONE CALL FROM PILONE; HE WAS GIVEN MH IN 2006 OR 2007; IT IS LOCATED ON THE RESERVATION; CANCELED/12 SENT N/C

Certificate No. 2014-0527
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Polk William & Maybelle

Doing Business As: N/A

Last Known Address: No situs or parcel number listed

Extent of any liens: N/A

Property Description: 1962 Wolverine 10 x 46
Serial Number#: NEW8169W

Assessors database info: Last entry prior to field check request was in 1985. Location unknown
Cancelled for 2011

Total Amount for Removal: $115.60

Taxpayer Number: 07208169-019

Tax Year(s):	2002	2003	2004	2008	2009
Roll #(s):	09-05637	09-05547	09-05441	09-05312	09-05325

Tax Year(s): 2010
Roll #(s): 09-05242

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________

Date:______________

TAXPAYER NUMBER: 07208169-019
ROLL NUMBER: 09-05637, 09-05547, 09-05441, 09-05312, 09-05325, 09-05242

RECEIVED
DEC 01 2014
Cochise County
Treasurer

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by: **William & Maybelle Polk** taxpayer number: **07208169-019** for tax years: **2002-2004 & 2008-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

T Smalley 0119

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: ~~Gene Wheeler~~
Tricia Smalley

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

My Commission Expires:

March 21, 2015

LPLIST Cochise County Tax System TxPymtRG
Cashier: KWI Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	72 08 169 01 9	2002	3	46.44	I	POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2003	3	47.82	I	POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2004	3	51.80	I	POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2005	3	.00		POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2006	3	.00		POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2007	3	.00		POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2008	3	40.33	I	POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2009	3	40.77	I	POLK WILLIAM & MAYBELLE
_	72 08 169 01 9	2010	3	33.90	I	POLK WILLIAM & MAYBELLE
_	72 08 722 01 4	2001	3	.00		COLLINS DAVID L
_	72 08 722 01 4	2002	3	.00		COLLINS DAVID L
_	72 08 722 01 4	2003	3	.00		COLLINS DAVID L
_	72 08 722 01 4	2004	3	.00		COLLINS DAVID L

More...

Options: P I H Enter-Process selection F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0207208169019

Tax Payer Name: POLK WILLIAM & MAYBELLE (CANCELED/11)

Name Overflow:

Mail to Address: 8735 W ELM ST

Mail to City: PHOENIX   Mail to State: AZ   Mail to Zip: 85037

IMPROVEMENT

Area Code: 2100   Ex Code: Unsec/Sec/Affix: 4   Spec Assessment: Y   Num Records: 1

Situs Address: Situs City: Situs State: AZ   Situs Zip: 0

Parcel Id: 000 00 000   Split: Class: 72   Legal Class: 3   Assessment Ratio: 10%

Model Year: 62   Description: WOLVERINE   Serial Number: NE8169W

Width: 10   Length: 46   Full Cash Value: $0.00   Original Cost: $3,365.00   Percent Good: 0%

ASSESSOR INPUT

Entry Date: Status: Cancelled   FLP Source: "504"

Comments:
1/24/80 - 504 FROM PIMA
1/15/85 - 504 ST DAVID TO ST DAVID
OWNER POLK WILLIAM & MAYBELLE
8/12/11 TREAS LIST 2011 POLK WILLIAM & MAYBELLE LOCATION UNKNOWN CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011

Certificate No. 2014-0528
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Roberts Roy & Josephine

Doing Business As: N/A

Last Known Address: 2418 E Buckskin Frank Tombstone, AZ 85638

Extent of any liens: N/A

Property Description: 1973 Fashion Manor 12 x 60
Serial Number#: 0801704414

Assessors database info: Owners deceased - mobile not on parcel
Location unknown.
Cancelled for 2011

Total Amount for Removal: $155.02

Taxpayer Number: 06840375-011

Tax Year(s):	2007	2008	2009	2010
Roll #(s):	09-05843	09-05793	09-05643	09-05551

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By:____________________________

Date:________________

TAXPAYER NUMBER: 06840375-011
ROLL NUMBER: 09-05843, 09-05793, 09-05643, 09-05551

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by: **Roberts, Roy (or) Josephine** taxpayer number: 06840375-011 ~~07392600-013~~ for tax years: **2007-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

T Smalley #0119

~~Gene Wheeler, Sergeant~~ Tricia Smalley, Deputy
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 30 day of July, 2014

By: ~~Gene Wheeler~~ Deputy Tricia Smalley

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

03/21/15

LPLIST | Cochise County Tax System | TxPymtRG
Cashier: KWI | Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	68 40 375 01 1	2001	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2002	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2003	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2004	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2005	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2006	3	.00		ROBERTS JOSEPHINE
_	68 40 375 01 1	2007	3	86.81	I	ROBERTS JOSEPHINE
_	68 40 375 01 1	2008	3	80.14	I	ROBERTS JOSEPHINE
_	68 40 375 01 1	2009	3	75.92	I	ROBERTS JOSEPHINE
_	68 40 375 01 1	2010	3	54.47	I	ROBERTS JOSEPHINE
_	68 42 550 01 8	2001	3	.00		LUTON CHRIS OR AYALA LILIA
_	68 42 550 01 8	2002	3	.00		LUTON CHRIS OR AYALA LILIA
_	68 42 550 01 8	2003	3	.00		LUTON CHRIS OR AYALA LILIA

More...

Options: P I H | Enter-Process selection | F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0206840375011

Tax Payer Name: ROBERTS ROY OR JOSEPHINE * (CANCELED/11)

Name Overflow: ROBERTS ROY OR JOSEPHINE *

Mail to Address: PO BOX 85

Mail to City: TOMBSTONE Mail to State: AZ Mail to Zip: 85638

IMPROVEMENT

Area Code: 0100 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: 2418 E BUCKSKIN FRANK Situs City: TOMBSTONE Situs State: AZ Situs Zip: 85638

Parcel Id: 108 31 004 Split: A Class: 72 Legal Class: 4 Assessment Ratio: 10%

Model Year: 73 Description: FASHION MANOR Serial Number: 0801704414

Width: 12 Length: 60 Full Cash Value: $0.00 Original Cost: $6,550.00 Percent Good: 0%

ASSESSOR INPUT

Entry Date Status Cancelled FLP Source: Title

Comments:
10/29/79 - 91 VANDEBROOCK THOMAS TO ROBERTS ROY F OR JOSEPHINE
10/29/79 - 504 NEW OWNER ROBERTS R
OWNR ROBERTS JOSEPHINE
7/8/09 FILED NOV CARD NO NEW ADDR
8/5/11 NOV RETURNED; CHGD NAME & ADDR TO SALIDO FERNANDO OR ANNA OWNERS OF PCL; ROBERTS JOSEPHINE IS DECEASED ALONG W/ ROY
8/15/11 FC 8/15/11 AERIAL VIEW INDICATES MH NOT ON PCL CANCELED/11
8/26/11 SENT AMENDED NOV FOR 2011
9/1/11 AMENDED NOV RETURNED UNABLE TO FORWARD UNKNOWN FILED

Certificate No. 2014-0529
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: SBBI INC

Doing Business As: N/A

Last Known Address: Kilbourne - Ft. Huachuca, AZ 85613

Extent of any liens: N/A

Property Description: 1995 Cavco 8 x 32
Serial Number#: 46NCA3226S6000128

Assessors database info: Cavco is located in Phoenix area, It Was sold in Feb 2011 & billed in Maricopa County.
Cancelled for 2012

Total Amount for Removal: $25.24

Taxpayer Number: 00500373-010

Tax Year(s): 2011
Roll #(s): 09-07565

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ____________________

Date: ______________

TAXPAYER NUMBER: 00500373-010
ROLL NUMBER: 09-07565

RECEIVED
DEC 0 1 2014
Cochise County
Treasurer

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

SBBI INC taxpayer number: **00500373-010**

for tax years: **2011** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

Tsmalley 0119
~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: ~~Gene Wheeler~~
Tricia Smalley

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

My Commission Expires:

March 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	5 00 373 01 0	2006	3	.00		SBBI, INC
_	5 00 373 01 0	2007	3	.00		SBBI, INC
_	5 00 373 01 0	2008	3	.00		SBBI INC
_	5 00 373 01 0	2009	3	.00		SBBI INC
_	5 00 373 01 0	2010	3	.00		SBBI INC
_	5 00 373 01 0	2011	3	38.03	I	SBBI INC
_	5 00 374 01 3	2006	3	.00		WYLIE JUDITH
_	5 00 374 01 3	2007	3	.00		WYLIE JUDITH
_	5 00 374 01 3	2008	3	.00		WYLIE JUDITH
_	5 00 374 01 3	2009	3	.00		WYLIE JUDITH
_	5 00 375 01 6	2006	3	.00		WYLIE JUDITH ANN
_	5 00 375 01 6	2007	3	.00		WYLIE JUDITH ANN
_	5 00 375 01 6	2008	3	.00		WYLIE JUDITH ANN

More...

Options: P I H   Enter-Process selection   F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200500373010

Tax Payer Name: SBBI INC (CANCELED/12)

Name Overflow:

Mail to Address: PO BOX 770

Mail to City: SONOITA Mail to State: AZ Mail to Zip: 85637

IMPROVEMENT

Area Code: 6930 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: KILBOURNE Situs City: FT HUACHUCA Situs State: AZ Situs Zip: 85613

Parcel Id: 000 00 000 Split: Class: 72 Legal Class: 03 Assessment Ratio:

Model Year: 95 Description: CAVCO Serial Number: 46NCA3226S6000128

Width: 8 Length: 32 Full Cash Value: $0.00 Original Cost: $5,862.00 Percent Good:

ASSESSOR INPUT

Entry Date 6/28/2005 Status Cancelled FLP Source: Title

Comments: 6/28/05 03/05 MVD RPT FROM TRANSPORT INT'L TO SBBI, INC.
7/13/05 FRANKIE FROM ACCTS PAY CALLED TO VERIFY THIS MH IS ON COHCISE COUNTY TAX ROLLS. CALLED MARICOPA TO NOTIFY WE ARE PICKING UP 2006
10/23/07 MVD RPT 9/07 SBBI INC
10/5/11 RECD PHONE CALL FROM JASON OF SBBI INC; THEY HAVE SOLD THE 1995 CAVCO 2/24/11 IN OTHER CTY; WALKED HIM THROUGH GETTING A N/C OF LINE
10/6/11 CKD ADOT TITLE WAS CHGD 1/27/11 TO RITCHIE BROS AUCTIONEERS AMER LOCATION 5410 W LOWER BUCKEYE PHX 85043 CANCELED/12
5/11/12 RECD PHONE CALL FROM JASON OF SBBI INC; HE RECD A DELQ LTR; SAID THAT WE HAD TALKED ON 10/5/11 & HE WAS GOING TO DO A N/C & INCLUDE DATED DOCUMENTATION; SO FAR THE OFC HAS NOT RECD A N/C; SAID IT WAS CANCELED/12

Certificate No. 2014-0530
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE
STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: The Palms - L&Q Corporation

Doing Business As: N/A

Last Known Address: 255 W Wilcox Sierra Vista, AZ 85650

Extent of any liens: N/A

Property Description: Unknown Equipment
Serial Number#:

Contacted Rosemary Quattlebaum (817) 933-8133 /3/17/2011 her Husband is deceased, she is 72 yrs old - they lost everything in Business, no money or other assets - can never pay amount owing Cancelled for 2008

Total Amount for Removal: $4876.08

Taxpayer Number: 00780252-018

Tax Year(s): 2007
Roll #(s): 09-81137

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ____________________

Date: ______________

TAXPAYER NUMBER: 00780252-018
ROLL NUMBER: 09-81137

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

   The Palms / L&Q Corporation taxpayer number: **00780252-018**

   for tax years: **2007** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

Smalley 0119

~~Gene Wheeler, Sergeant~~
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 2014

By: G~~ene Wheeler~~
Tricia Smalley

Veronica Daniel
Notary Public

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

My Commission Expires:

March 21, 2015

LPLIST Cochise County Tax System TxPymtRG
Cashier: KWI Parcel List

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	7 80 252 01 8	2007	1	5,233.74	I	THE PALMS
_	7 80 252 01 8	2007	2	5,038.70	I	THE PALMS
_	7 80 253 01 1	2007	3	.00		NEOPOST LEASING INC
_	7 80 253 01 1	2008	3	.00		NEOPOST LEASING INC
_	7 80 253 01 1	2009	3	.00		NEOPOST LEASING INC
_	7 80 253 01 1	2010	3	.00		MAILFINANCE INC
_	7 80 253 01 1	2011	3	.00		MAILFINANCE INC
_	7 80 253 01 1	2012	3	.00		MAILFINANCE INC
_	7 80 253 01 1	2013	3	.00		MAILFINANCE INC
_	7 80 253 01 1	2014	1	.00		MAILFINANCE INC
_	7 80 253 01 1	2014	2	.00		MAILFINANCE INC
_	7 80 254 01 4	2007	1	.00		KENT PATRICIA REV LIV TRUST
_	7 80 254 01 4	2007	2	.00		KENT PATRICIA REV LIV TRUST

More...

Options: P I H Enter-Process selection F3-Return to Main
F12-Return to Main

TAXPAYER INQUIRY PROPERTY INTERACTIVE INTERFACE PANEL: MUP9101
02 0780252 01 8 PERSONAL PROPERTY MAINTENANCE DATE : 06/01/2009
CO TP NBR L C

******** TAXPAYER ADDED ********** ******* TAXPAYER DELETED ********
DATE: 06 / 14 / 2007 DATE: 05 / 21 / 2008
SITUS: THE PALMS 255 W WILCOX SITUS ZIP CODE: 00000

NO 2007 RENDITION 6/14/07 THE PALMS 10% PENALTY ESTIMATED COST
PER GOLDEN CORRAL PER TED
1/24/08 ADDR CHG 2008 REND RETURNED - UPDATED & RESENT
CONVERSATION W/ PL 2/7/08 KEEP OPEN ACCT; MAILED TO SITUS ADDR PER
PHONE CALL; RETURNED BY POST OFC
MB OF BISBEE OFC RECD PHONE CALL 2/8/08 QUATTLEBAUM
RE TAXES; THEY ARE GOING TO SELL BUSINESS
CANCELED/08 5/21/08 THE PALMS NO LONGER IN BUSINESS

PLEASE SELECT OPTION OR EXIT
PF3 END PF7 PAGE UP PF10 BROWSE PREV PF9 TAXPAYER
PF4 MAIN MENU PF8 PAGE DOWN PF11 BROWSE FWD PF12 HIST RPT

07/23/2009

Arizona Corporation Commission
State of Arizona Public Access System

11:39 AM

Jump To...

Annual Reports | Scanned Documents | Notices of Pending Administrative Dissolution | Administrative Dissolutions and Reinstatements | Microfilm

E-FILE An Annual Report Online << Click Here

FORMS For Annual Reports To Be Printed And Mailed << Click Here

Corporate Inquiry	
File Number: -1127314-0 AD-DISSOLVED-FILE ANNUAL REPORT 03/28/2008	Check Corporate Status
Corp. Name: L & Q CORPORATION	

Domestic Address

% RICHARD QUATTLEBAUM
2876 ST ANDREWS DR
SIERRA VISTA, AZ 85650

Statutory Agent Information

Agent Name: RICHARD QUATTLEBAUM
Agent Mailing/Physical Address:
2876 ST ANDREWS DR
SIERRA VISTA, AZ 85650
Agent Status: APPOINTED 04/12/2004
Agent Last Updated: 06/21/2004

Additional Corporate Information

Corporation Type: BUSINESS	Business Type:
Incorporation Date: 04/12/2004	Corporate Life Period: PERPETUAL
Domicile: ARIZONA	County: COCHISE
Approval Date: 04/12/2004	Original Publish Date: 05/12/2004

07/23/2009

Arizona Corporation Commission
State of Arizona Public Access System

11:42 AM

Corporate Status Inquiry
File Number: -1127314-0
Corp. Name: L & Q CORPORATION

This Corporation is NOT in Good Standing for the following reasons:
AD-DISSOLVED-FILE ANNUAL REPORT 03/28/2008
2007 ANNUAL REPORT WAS DUE ON 04/12/2007
2008 ANNUAL REPORT WAS DUE ON 04/12/2008
2009 ANNUAL REPORT WAS DUE ON 04/12/2009
To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

Reprint Certificate

Return to Corporate Inquiry

Certificate No. 2014-0531
Date: December 26 2014

TREASURER'S CERTIFICATE OF CLEARANCE

STATE OF ARIZONA
COUNTY OF COCHISE

I certify that the personal property described below, and the owner or his successors or assigns, have not been located after diligent search. In accordance with A.R.S. §42-19118, I declare the tax on the personal property to be uncollectible, and request approval to delete the tax, interest, and penalties from my records.

Person assessed to: Trejo Mike & Johnna

Doing Business As: N/A

Last Known Address: no situs or parcel number listed

Extent of any liens: N/A

Property Description: 1997 Sunpointe 28 x 66
Serial Number#: CAFLV08A&B202125T12

Assessors database info: Data was picked up from a 504 issued in Maricopa County that stated it was being moved to Portal, Mobile is located in Rodeo, New Mexico it was never in Cochise County Cancelled for 2011.

Total Amount for Removal: $1070.92

Taxpayer Number: 00900356-019

Tax Year(s): 2009 2010
Roll #(s): 09-06652 09-06550

Tax Year(s):
Roll #(s):

By: Maria C. Pitzlin
Maria C. Pitzlin

Treasurer: Catherine L. Traywick

Approved by Board of Supervisors

By: ____________________

Date: ______________

TAXPAYER NUMBER: 00900356-019
ROLL NUMBER: 09-06652, 09-06550

RECEIVED
DEC 0 1 2014
Cochise County
Treasurer

AFFIDAVIT

STATE of ARIZONA)
) ss.
COUNTY of COCHISE)

Tricia Smalley ~~Gene Wheeler~~, first being sworn, upon his oath deposes and says:

1. That I am a Deputy ~~Sergeant~~ with the Cochise County Sheriff's Office and I am the assigned Deputy for the civil division of such department, responsible for the execution of tax liens for Cochise County.

2. That in my official capacity I have received information from the Cochise County Treasurer's Office regarding delinquent personal property taxes owed by:

Mike & Johnna Trejo taxpayer number: **00900356-019**

for tax years: **2009-2010** as well as information regarding the personal property associated with the delinquent tax.

3. That after a diligent search by myself and/or other members of the Cochise County Sheriff's Office, I have been unable to locate both the personal property on which taxes have been assessed and the person owing such property or the owner's successors or assigns.

4. That I am requesting that the Treasurer prepare and submit to the Board of Supervisors a Certificate of Clearance for the above tax roll number and that a declaration by the board that such tax is uncollectible pursuant to ARS Section 42-19118 be entered.

T Smalley 0119

Gene Wheeler, Sergeant
Office of the Cochise County Sheriff
Civil Division

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 20 14

By: ~~Gene Wheeler~~
Tricia Smalley

OFFICIAL SEAL
VERONICA DANIEL
NOTARY PUBLIC - STATE OF ARIZONA
COCHISE COUNTY
MY COMM. EXPIRES: MARCH 21, 2015

Veronica Daniel
Notary Public

My Commission Expires:

March 21, 2015

LPLIST
Cashier: KWI

Cochise County Tax System
Parcel List

TxPymtRG

Opt	Parcel	Year		Total Owing	Int Pen	Owner's Name
_	9 00 356 01 9	2009	1	529.83	I	TREJO MIKE
_	9 00 356 01 9	2009	2	506.63	I	TREJO MIKE
_	9 00 356 01 9	2010	1	409.02	I	TREJO MIKE
_	9 00 356 01 9	2010	2	389.39	I	TREJO MIKE
_	9 00 358 01 5	2009	3	.00		BERRY PADGETT
_	9 00 359 01 8	2009	1	.00		HAWS RANDY & SILVIA
_	9 00 359 01 8	2009	2	.00		HAWS RANDY & SILVIA
_	9 00 359 01 8	2010	1	.00		HAWS RANDY & SILVIA
_	9 00 359 01 8	2010	2	.00		HAWS RANDY & SILVIA
_	9 00 359 01 8	2011	1	.00		HAWS RANDY & SILVIA
_	9 00 359 01 8	2011	2	194.10	I	HAWS RANDY & SILVIA
_	9 00 359 01 8	2012	1	656.02	I	HAWS RANDY & SILVIA
_	9 00 359 01 8	2012	2	617.05	I	HAWS RANDY & SILVIA

More...

Options: P I H

Enter-Process selection

F3-Return to Main
F12-Return to Main

Query Results by Taxpayer ID

OWNERSHIP

Taxpayer Id: 0200900356019

Tax Payer Name: TREJO MIKE & JOHNNA (CANCELED/11)

Name Overflow:

Mail to Address: PO BOX 46

Mail to City: RODEO Mail to State: NM Mail to Zip: 88056

IMPROVEMENT

Area Code: 1800 Ex Code: Unsec/Sec/Affix: 4 Spec Assessment N Num Records: 1

Situs Address: Situs City: PORTAL Situs State: NM Situs Zip:

Parcel Id: 000 00 000 Split: Class: 72 Legal Class: 03 Assessment Ratio:

Model Year: 97 Description: SUN POINTE Serial Number: CAFLV08A&B202125T12

Width: 28 Length: 66 Full Cash Value: $0.00 Original Cost: $0.00 Percent Good:

ASSESSOR INPUT

Entry Date 6/1/2009 Status Cancelled FLP Source: 504

Comments: 6/01/09 - 504 # 151695 & 151696 4/07/09 VIGNALI BONNIE TO TREJO MIKE MARICOPA TO PORTAL UNABLE TO FIND PARCEL NUMBER
8/16/10 RECD PHONE CALL FROM TREJO JOHNNA OF NM; THERE MH IS IN NM & IS AFFIXED TO THE LAND; TOLD HER THAT WE PICKED IT UP FROM A 504 FROM MARICOPA CTY THAT IT WAS GOING TO PORTAL; MAILED HER A N/C; TOLD HER TO PUT YRS 2009 & 2010. SHE MIGHT COME & PAY THE 2009 SINCE THEY HAVE A BUYER IN NM & THEY DO NOT WANT MH SALE TO FALL THROUGH; CKD ADOT & MH IS NO LONGER LISTED IN DATABASE; WILL CANCEL AFTER N/C IS PROCESSED
11/30/10 CANCELED/11 MH IS LOCATED IN NM
9/7/11 RECD PHONE CALL FROM KATHY AT TREAS; SAID THAT MH IS IN NM IT WAS NEVER IN OUR CTY; SAID THAT THERE WAS NOTHING WE CAN DO; OWNER WOULD HAVE TO FILE A N/C SINCE IT WAS NOT OUR ERROR