



Cochise County Board of Supervisors

Public Programs...Personal Service
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ANN ENGLISH
Chairman
District 2

PATRICK G. CALL
Vice-Chairman
District 1

PEGGY JUDD
Supervisor
District 3

EDWARD T. GILLIGAN
County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, February 13, 2018 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.

The Board may permit public comment during the discussion of any item on this agenda. If you wish to be heard on a specific item, please sign up to be heard using the 'Specific Item' on the speaker form provided, and please list the item about which you wish to be heard. Persons will be permitted three minutes to speak.

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

CALL TO THE PUBLIC

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

PRESENTATION

Presentation by County Attorney's Office on Legal Statistics and Trends for calendar year 2017.

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of January 23, 2018.

County Sheriff

2. Approve Agreement #18-LE-11030500-003, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2018 through December 31, 2018 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Court Administration

3. Approve reappointment of Superior Court Judge Pro Tempore, Terry Bannon pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144 for the period beginning July 1, 2018 to and including June 30, 2019.

Elections

4. Approve the appointment of precinct committee member for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman for Precinct: 30 SV CLOUD - BENJAMIN R. LEVELIUS.

Facilities

5. Approve gas line utility easement for the City of Wilcox at the Cochise County Service Center ("CCSC"), 450 S. Haskell Ave, Wilcox, AZ 85643.

Finance

6. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

7. Approve a Person Transfer/Location Transfer liquor license application for a series #9 (Liquor Store) license submitted by Mr. Suresh Kumar Thathi for Quick Pic Market, located at 62 N. Oak Dr., Benson, AZ 85602.

ACTION

Board of Supervisors

8. Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.
9. Sitting as the Cochise County Board of Equalization, the Board of Supervisors will uphold or amend the Assessor's decision for the Taxpayer Notice of Claim for parcel numbers 105-16-030 and 208-84-003E.

Health & Social Services

10. Approve Intergovernmental Agreement (IGA) #ADHS18-177676 for immunization services between the Arizona Department of Health Services and Cochise Health & Social Services for the period of January 1, 2018 through December 31, 2022 in which funding for the six months from January 1 through June 30, 2018 totals \$75,891, at which point the funding cycle will revert to 12-month periods.

County Sheriff

11. Approve Agreement with Jake Kartchner and Mike Magoffin for equine service in the amount of \$1,000 each annually for use of their own horses, supplies, and feed associated with this service with automatic annually renewals subject to the termination terms.
12. Approve a grant from the State of Arizona Border Security Trust Fund in the amount of \$55,633.94 to purchase equipment for border security missions.

Elections

13. Adopt Resolution 18-01 to approve the Vote Centers for the 2018 Primary and General Elections as listed on the attached Exhibit, and authorize the Elections Director to make substitutions as necessary prior to each election, in the event that a Vote Center replacement needs to be made in accordance with A.R.S. 16-411.

Housing Authority

14. Approve the Renewal Family Self-Sufficiency Grant FSS17AZ0139-01-00 awarded by the U.S. Department of Housing and Urban Development to the Housing Authority of Cochise County in the amount of \$53,420 for the calendar year 2018.

STATE & FEDERAL LEGISLATION

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

REPORT BY EDWARD T. GILLIGAN 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, Peggy Judd

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

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

**Presentations / Special Events
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Legal Presentation

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: PowerPoint

NAME of PRESENTER: Elda Orduno **TITLE of PRESENTER:** Civil Deputy County Attorney

ORGANIZATION NAME of PRESENTER:

Information

Agenda Item Text:

Presentation by County Attorney's Office on Legal Statistics and Trends for calendar year 2017.

Background:

The County Attorney's Office presents this information on an annual basis.

To BOS Staff: Document Disposition/Follow-Up:

n/a

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting**Meeting Date:** 02/13/2018

Minutes

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

Approve the Minutes of the regular meeting of the Board of Supervisors of January 23, 2018.

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:

Scan to OnBase and File.

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.*

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Grant agreement with US Forest Service

Submitted By: Tod Linendoll, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature Required

of ORIGINALS Submitted for Signature: 2

NAME of PRESENTER: Tod Linendoll

TITLE of PRESENTER: Sergeant

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 Agreement #18-LE-11030500-003, between the USDA Forest Service and the Sheriff's Office for a term of January 1, 2018 through December 31, 2018 in the amount of \$10,000 for overtime, employer related expenses and fleet costs for Sheriff's deputies to patrol various recreation areas of the Coronado National Forest.

Background:

These agreements with the Forest Service are essentially an annual event. As in previous years, this year's agreement provides for the Forest Service to reimburse up to \$10,000.00 in overtime, ERE and mileage for deputies to patrol the various recreation areas of the Coronado National Forest. This agreement has been approved by the County Attorney's Office.

Department's Next Steps (if approved):

Upon approval the agreements will be returned to the Forest Service and the Sheriff's Office will initiate patrols of the recreation areas in the Coronado National Forest.

Impact of NOT Approving/Alternatives:

If not approved the Sheriff's Office will not be able to utilize this funding to conduct patrols of the Forest's recreation areas, thus requiring the expenditure of general fund money to respond to any law enforcement calls originating in those areas.

To BOS Staff: Document Disposition/Follow-Up:

Return both original signed copies of the agreement to the Sheriff's Office so they can be forwarded to the Forest Service.

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

Forest Patrol Agreement

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.



United States
Department of
Agriculture

Forest
Service

Southwestern
Region

333 Broadway, SW
Albuquerque, NM 87102
FAX (505) 842-3800
V/TTY (505) 842-3292

File Code: 1580

Date: Thursday, December 28,
2017

Thad Smith, Chief Deputy
Cochise County Sheriff's Department
205 N. Judd Drive, Bisbee, AZ 85603

Reference: New 5- Year Law Enforcement Agreement No. 18-LE-11030500-003 and
Calendar Year (CY) 2018 Annual Operating Plan and Financial Plan

Dear Mr. Smith,

Included in this mailing are two (2) copies of agreement 18-LE-11030500-003, for your organizations signature. Upon obtaining all signatures, please send the completed packets back to me for final U.S. Forest Service signature and execution to the address below:

Iris G. Almazan, Grants Management Specialist
Coronado National Forest
300 W. Congress FB42
Tucson, AZ 85701

Your organization will receive a fully signed and executed copy after the agreement has been processed. We appreciate the opportunity to work with you. If you have questions, feel free to contact me at ialmazan@fs.fed.us, or 520.388.8310.

Sincerely,

Iris G. Almazan

IRIS G. ALMAZAN
Grants Management Specialist



FS Agreement No. 18-LE-11030500-003

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COCHISE COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between The Cochise County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Cochise County Cooperative Law Enforcement Agreement

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

- A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*
- B. Ensure that the officers/agents of Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.
- C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.



- D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.
- E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.
- F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.
- G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.
- H. Bill the U.S. Forest Service for Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*
- I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.
- K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



- L. Monitor the U.S. Forest Service radio for emergency or assistance between the date of last signature and December 31, 2022, 24 hours/day, seven (7) days/week. Address any concerns or notify/ request assistance from the U.S. Forest Service as required in the judgment of Cooperator.

III. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.
- B. Reimburse Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

**Submit original invoice(s) for
payment to:**

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

USDA, Forest Service
Cheri Bowen
Law Enforcement
300 W. Congress St.
Tucson, AZ 85701
Phone: 520-388-8430
E-Mail: cbowen@fs.fed.us

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

- A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Name: Thad Smith, Chief Deputy Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.gov

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cheri Bowen, Patrol Captain Address: 300 W. Congress St. City, State, Zip: Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-8431 Email: cbowen@fs.fed.us	Name: Iris Almazan, Grants Mgmt. Specialist Address: 300 W. Congress St. City, State, Zip: Tucson, AZ 85701 Telephone: 520-388-8310 FAX: 520-388-8331 Email: ialmazan@fs.fed.us

- C. An Annual Operating Plan will be negotiated on a calendar year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.
- D. This agreement has no effect upon Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.
- E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:
1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.
 2. Specific beginning and ending dates.
 3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.
 4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.
 5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.
 6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*
 7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.



8. A review and signature of a U.S. Forest Service Agreements Coordinator.
- F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.
- G. The officers/agents of Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Cooperator. Law enforcement provided by Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.
- H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.
- I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.
- J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Cooperator for only the additional activities requested and not for activities that are regularly performed by Cooperator.
- K. Reimbursement may include the costs incurred by Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The



Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Cooperator for and/or transferred to Cooperator under the AD-107 process or equivalent.

- L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of \$5,000.00, purchased by Cooperator using any Federal funding. Upon expiration of this agreement Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.
- M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment or supplies.
- N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.
- O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Cooperator in excess of the amount to which Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - 1. Making an administrative offset against other requests for reimbursements.
 - 2. Withholding advance payments otherwise due to Cooperator.
 - 3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

- P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



- Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.
- R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service



contracts in excess of \$2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

- T. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- U. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through December 31, 2022.
- X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



MARK DANNELS, Sheriff
Cochise County Sheriff's Office

01/02/2015

Date

KERWIN S. DEWBERRY, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

ANN ENGLISH, Chairperson
Cochise County Board of Supervisors

Date



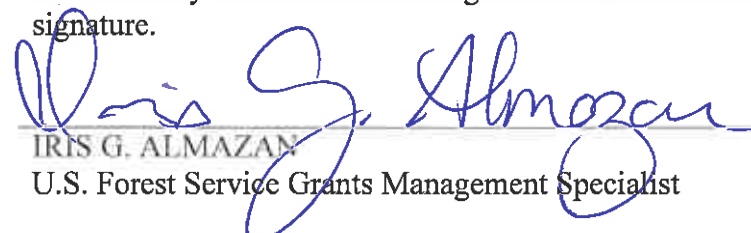

BRITT HANSEN, County Attorney
Cochise County


Date 1/24/18

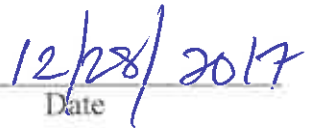
JAMES ALFORD, Special Agent in Charge
U.S. Forest Service Law Enforcement and
Investigations, Southwestern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.


IRIS G. ALMAZAN

U.S. Forest Service Grants Management Specialist


Date 12/28/2017

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 18-LE-11030500-003
Cooperator Agreement No. _____**EXHIBIT A****COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &
FINANCIAL PLAN****Between The
COCHISE COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
CORONADO NATIONAL FOREST****2018 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Cochise County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Coronado National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #18-LE-11030500-003 executed on _____. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2018 and ending December 31, 2018.

CY Total Annual Operating Plan: \$10,000.00**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mark Dannels, Sheriff Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-3517 Email: mdannels@cochise.az.gov	Name: Thad Smith, Chief Deputy Address: 205 N. Judd Dr. City, State, Zip: Bisbee, AZ 85603 Telephone: 520-432-9505 FAX: 520-432-7603 Email: tsmith@cochise.az.gov

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cheri Bowen, Patrol Captain Address: 300 W. Congress St. City, State, Zip: Tucson, AZ 85701 Telephone: 520-388-8430 FAX: 520-388-8431 Email: cbowen@fs.fed.us	Name: Iris Almazan, Grants Mgmt. Specialist Address: 300 W. Congress St. City, State, Zip: Tucson, AZ 85701 Telephone: 520-388-8310 FAX: 520-388-8331 Email: ialmazan@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at the prevailing rate depending on vehicle(s) used for patrols*

Wages (salaries + fringe benefits) will be reimbursed at the prevailing rate(s) based on current Cooperator pay plan*

*The Cooperator shall submit a current fleet/mileage rate and salary rate table (Attachment A) to accompany the CY 2018 Operating Plan; any changes to fleet/mileage or salary rate(s) shall require a written notice to the U.S. Forest Service within 30 days of official change in rate(s).

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:

U.S. Forest Service Roads within the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment A).

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

Campgrounds, developed sites, and dispersed areas within the Sierra Vista Ranger District and Douglas Ranger District, Coronado National Forest (See Attachment A).

Total reimbursement for this category shall not exceed the amount of: \$10,000.00. Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$10,000.00.



III. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are NOT reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:



a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicles(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area, and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.

b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.

c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. forest Service at the address below:

Name: Cheri Bowen, Patrol Captain
Address: 300 W. Congress St.
City, State, Zip: Tucson, AZ 85701
Telephone: 520-388-8430
FAX: 520-388-8431
Email: cbowen@fs.fed.us

The Patrol Captain will review and approve the invoice, and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, Address, Phone Number, and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-Code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed*



*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service Shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-Code) or fire suppression (P-Code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
 - b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
 - c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situations services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the Current CY's Annual Operating Plan.
3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

- A. Billing frequency for sections II, III, and IV shall be quarterly, not to exceed \$10,000.00



- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$10,000.00	N/A
Special Enforcement Situations	N/A	N/A
Total	\$10,000.00	N/A

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.


MARK DANNELS, Sheriff
Cochise County Sheriff's Office

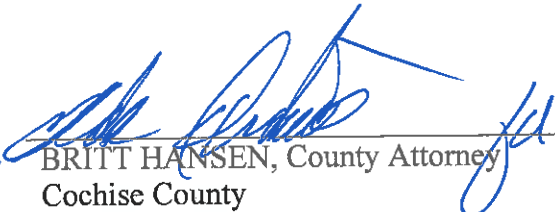
01/02/2018
Date

KERWIN S. DEWBERRY, Forest Supervisor
U.S. Forest Service, Coronado National Forest

Date

ANN ENGLISH, Chairperson
Cochise County Board of Supervisors

Date


BRITT HANSEN, County Attorney
Cochise County

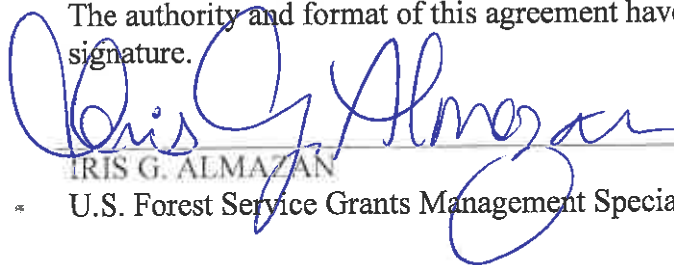
1/27/18
Date

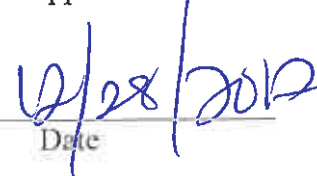


JAMES ALFORD, Special Agent in Charge
U.S Forest Service Law Enforcement and
Investigations, Southwestern Region

Date

The authority and format of this agreement have been reviewed and approved for signature.


IRIS G. ALMAZAN
U.S. Forest Service Grants Management Specialist


Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment A

Sierra Vista Ranger District

Whetstone Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 778(4WD)-Granite Peak, Mescal Springs, Juniper Springs, link with FR 369, located on the southern aspect of Whetstone Mountains.

FR 369(4WD)-Earp, Middle Tank, Lower Tank, and Dry Canyon

FR 208(4WD)-Glenn Springs, The Cape, South Fork, White Canyon, Guindani Canyon, French Joe Camp

FR 209(4WD)-McGrew Springs, Guindani Canyon

FR 212(4WD)- Twin Buttes, Cornfield Canyon, Easter Mountain, Cottonwood Canyon, Williams

Developed recreation sites: Does not exist on Whetstone Mountains

Huachuca Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 110-Brown Canyon

FR 368- Carr Canyon, Carr Canyon Admin site, Carr Barn

FR 56-Miller Canyon, Clark Springs

FR 124- Clark Springs, near FR 56

FR 367- Hunter Canyon

FR 59- Ash/Lutz Canyon

FR 61- Montezuma Pass to Sunnyside Canyon

FR 196-Creek and Bear Canyons, intersects with FR 61 and FR 48

FR 48- Sycamore Springs/Canyon to Parker Canyon lake

FR 227-Sunnyside Canyon, intersects with FR 48

FR228- Scotia Canyon, Sunnyside Canyon

FR 771- Sutherland peak, Ida Canyon

S.R. 83- From Parker Canyon Lake to FR 201, Parker Canyon

FR 827- Manila Canyon- Ft Huachuca West gate

FR 202(4WD)- Korn Canyon, Brushy Canyon

FR 120/FR 121 (4WD) Lyle Canyon, Parker Canyon

Wilderness Area/Forest Roads: Miller Peak Wilderness (No motorized vehicles allowed)

Forest Roads (referenced with nearby landmarks/areas):

FR 117-Sunnyside Canyon

FR 123- Pat Scott Canyon

FR 103- Granite Peak

FR 112- Blind Canyon

FR 113/105- Miller peak, Bond Springs

FR 110- Granite Peak, Bear prings

FR 103/104- Ash and Lutz Canyons, Black Bear Springs

Developed recreation sites:

S. R. 83- Parker Canyon Lake (Lakeview and Rockbluff Campgrounds)

FR 368- Carr Canyon (Reef and Ramsey Vista Campgrounds)

Douglas Ranger District:

Dragoon Mountains: (4WD vehicle required if noted)

Forest Roads (referenced with nearby landmarks/areas):

FR 687 (Some 4WD)- Smith Hill, Tenneco Well, Smith Well, Slavin Gulch, intersects with FR 345

FR 688 (4WD)- Stronghold Canyon West

FR 345- Middlemarch Road, Gordon Tank wash, Duran Well

FR 697 (4WD)- Pinon Springs, Gordon Tank, intersects with FR 345

FR 345A (4WD)- Sorin Camp, Cochise Peak, intersects with FR 345

FR 84- Cochise Stronghold, Stronghold Canyon, Jones Mountain, Kerwin Canyon

FR 795 (4WD)- Carlink Spring, Broken Arrow Camp

FR 689 (4WD)- Wood Canyon, Burtterfield State line historic site,

Develeoped recreation site:

FR 84- Cochise Stronghold

Peloncillo Mountains: (4WD vehicle required if noted)

FR 63- Cottonwood Draw, Outlaw mountain, intersects with FR 360

FR 360 (4WD)-Hog Canyon, intersects with FR 63

FR 703 (4WD)- Devils Kitchen, South Fork, Ben Tank, Big Tank, intersects with FR 360

Developed Recreation site: Does not exist on Peloncillo Mountains

Chiricahua Mountains: (4WD vehicle required if noted)

FR 42- Portal, Pinery Canyon, Turkey Park, Barfoot Lookout, Cave Canyon, intersects SR 181 and SR 191

FR 622- South Fork, Skull Rock, Cave Creek, intersects with FR 42

FR 42A/382 (4WD)- John hands, Herb Martyr, intersects with FR 713 and FR 42

FR 713 (4WD)- Intersects FR 42A, Ash Springs.

FR 42D (Some 4WD)- Buena Vista peak, Rustler Park, Barfoot Lookout, intersects with FR 42

FR 42C/275 (Some 4WD)- Pine Canyon, Methodist Camp, Downing Pass, Rattlesnake Peak

FR 357 (Some 4WD)- Pine Canyon, Rustler Park, Crescent Tank

FR 356 -Pinery Canyon, North Fork, Intersects with FR 42, Riggs Spring, Blumberg Canyon, Whitetail Creek

FR 41-West Turkey Creek, Sycamore, Intersects SR 181

FR 74- Camp Rucker, Rucker Canyon, Cypress Park, Tex Canyon

FR 74E- Red Rock, Bathtub, Cypress Park

FR 4251- O'Keefe Spring, Dart Tank, Winkler Ranch, intersects with FR 74
FR 717- Bruno Canyon, intersects with FR 74
FR 311- Fourth Draw, J Bar A Ranch, Hunt Canyon, South Bruno Canyon,
FR 721- Halfmoon Valley, Boss Ranch, intersects FR 722
FR 317- Price Canyon, Brushy Canyon, intersects FR 223 to Wilderness
FR 686 (4WD)- Blevins draw, intersects SR 80 and FR 314, Jack wood Pass, Jack Wood Canyon
FR 314 (Some 4WD)- Horseshoe Canyon, intersects FR 686 and SR 80
FR 339 (some 4WD)- Triangle Canyon,

Wilderness Area/Forest Roads: Chiricahua Wilderness (No motorized vehicles allowed)
All wilderness areas apply. Listed below are the roads that are located directly next to non-wilderness areas.

FR 258-North Witch Canyon
FR 344- Middle Witch Canyon
FR 258A- South Witch Canyon
FR 273- Fife Canyon
FR 272- Green Canyon
FR 261- Hoovy Canyon
FR 275- Rattle Snake Canyon
FR 334- Centrella Point
FR 243- Cima
FR 247- Sander's Peak
FR 246- Snowshed Trail
FR 4286- Sulphur Draw
FR 240- Horseshow Canyon
FR 365- Jones Ridge
FR 224- Dobson Peak
FR 235- Swede Peak
FR 233- Cottonwood Corral Spring
FR 355- Sycamore Springs
FR 219- Monte Vista Peak Lookout
FR 267- Long Canyon
FR 266- Stanford Peak
FR 264- Pole Bridge Canyon
FR 262- Turkey Pen Canyon

Developed Recreation sites:

FR 74- Camp Rucker
FR 74E- Cypress Park and Bathtub Campgrounds
FR 41- West Turkey Creek and Sycamore Campgrounds
FR 42- Pinery Canyon, Idlewilde, Stewart, Sunny Flat Campground
FR 42D- Rustler Park Campground
FR 42A- Herb Martyr and John Hands Camgrounds
FR 622- South Fork picnic area

Cochise County Sheriff's Office

Vehicle #	Description	Fleet per Mile Cost	Vehicle #	Description	Fleet per Mile Cost
300	2014 Chevy SUV 2WD	0.649	644	2008 Chevrolet 2WD Tahoe	0.644
302	2013 Chevy Tahoe 2WD	0.644	646	2009 Chevrolet 2WD Tahoe	0.41
322	2013 Chevy PU 2WD	0.652	649	2009 Utility Full Size 4 x 2	0.41
327	2006 Chevy 4DSD	0.51	650	2015 3/4 Ton PU 4x4	0.572
328	2007 Chevy 4DSD	0.51	651	2009 Chevrolet 2WD Tahoe	0.644
329	2007 Ford SUV 4X4	0.649	652	2009 Chevy Tahoe 2WD	0.644
330	2010 Chevy Tahoe 2WD	0.644	653	2009 Chevy Tahoe 4X4	0.644
340	2015 1/2 Ton PU	0.428	654	2009 Chevy Tahoe 2WD	0.644
341	2015 1/2 Ton PU	0.652	655	2009 Chevy Tahoe 2WD	0.644
342	2015 1/2 Ton PU	0.424	656	2011 Chevy Tahoe 2WD	0.644
343	2015 Chevy Tahoe	0.527	657	2010 Chevy Tahoe	0.644
345	2014 Utility PU 4x2	0.527	658	2010 Chevy Tahoe	0.649
346	2007 Utility Full Size 4 x 2	0.644	659	2010 Chevy Tahoe	0.649
348	2012 Chevy PU	0.652	661	2010 Utility Full Size 4 x 4	0.649
349	2016 Chevy Tahoe	0.652	662	2010 Utrility Full Size 4 x 4	0.649
350	2011 Ford Raptor 1/2 Ton E-C 4 x 4	0.38	663	2010 Chevy Tahoe	0.644
354	2009 Pickup 3/4 Ton 4 x 4 Ext Cab	0.652	664	2010 Chevy Tahoe 2WD	0.644
404	2015 3/4 Ton PU	0.572	665	2011 Chevy PU	0.624
434	2015 Van 1 Ton	0.622	667	2012 Chevrolet 4WD K1500	0.652
455	2014 Sedan Interm.	0.390	668	2012 Chevy Silverado PU 4WD	0.652
517	2012 Chevy PU 4X4	0.652	669	2013 Chevy PU 2WD	0.652
519	2010 Chevy Tahoe	0.644	670	2013 Chevy 1/2 Ton PU 4WD	0.652
521	2014 Chevy Tahoe 2WD	0.644	671	Pickup 1/2 Ton 4 x 4	0.652
531	2014 Chevy Tahoe	0.644	672	2013 Chevy Silverado 4WD	0.652
532	2013 Pickup 1/2 Ton 4 x 4	0.652	673	Utility Full Size 4 x 4	0.649
601	2014 Utility Full Size 4 x 4	0.649	674	2013 Chevrolet 4WD Tahoe	0.649
603	2013 Chevy Tahoe 4WD	0.649	675	Utility Full Size 4 x 4	0.649
614	2015 3/4 Ton PU 4x4	0.624	676	2013 Chevy Tahoe 4WD	0.649
615	2015 3/4 Ton PU 4x4	0.624	677	2013 Utility Full Size 4 x 2	0.644
616	2015 Chevy Tahoe	0.649	678	2013 Chevy Tahoe 2WD	0.644
617	Utility Full Size 4 x 4	0.649	679	2013 Chevy Tahoe 2WD	0.644
618	2016	0.649	680	2013 Chevy Tahoe	0.644
622	2007 Chevy Tahoe 2WD	0.41	681	Utility Full Size 4 x 2	0.644
627	2007 Utility Full Size 4 x 4 Reserve	0.43	682	Utility Full Size 4 x 2	0.644
628	2016 Chevy Tahoe	0.649	683	2013 Chevy Tahoe 2WD	0.644
630	2007 Utility Full Size 4 x 4	0.45	684	2014 Chevy Tahoe 2WD	0.644
633	2015 Utitly Full Size 4x4	0.649	685	2014 Utility Full Size 4 x 2	0.644
634	2007 Chevy Tahoe 2WD	0.644	686	2014 Chevy Tahoe 2WD	0.644
636	2007 Chevy Tahoe	0.644	687	2014 Chevy Tahoe	0.649
642	2008 Pickup 3/4 Ton 4 x 4 Ext Cab	0.43	688	2014 Utility Full Size 4 x 2	0.644
643	2007 Chevy Tahoe 4WD	0.43	689	2014 Utility Full Size 4 x 2	0.649

Cochise County Sheriff's Office

Vehicle #	Description	Fleet per Mile Cost	Vehicle #	Description	Fleet per Mile Cost
690	2014 Utility Full Size 4 x 2	0.644			
691	2014 Utility Full Size 4 x 2	0.644			
692	2014 Utility Full Size 4 x 2	0.644			
693	2014 Utility Full Size 4 x 2	0.644			
694	2014 Utility Full Size 4 x 2	0.644			
695	2014 Chevy Tahoe 2WD	0.644			
696	2014 Chevy Tahoe	0.644			
697	2014 Utility Full Size 4 x 2	0.644			
698	2014 Chevy Tahoe	0.644			
779	2011 Chevy PU 4x4	0.652			
780	2011 Chevy PU	0.652			
781	2010 Chevy Silverado 4WD	0.652			
782	2011 Chevy Truck	0.652			
783	2011 Chevy PU	0.652			
784	2011 Chevrolet 4WD K1500	0.652			

**Cochise County Sheriff's Office
Deputy Roster 2017**

Name	Title	Salary	Hrly Rate	OT Hrly Rate	OT ERE per hour	TTL OT hry rate w/ERE
Aligen, Thomas M	Commander	97,020.40	46.64	38.61	\$25.12	63.73
Baker, Constance	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Barney, Seth	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Berry, Benjamin Wyatt	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Borquez, Todd	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
Callahan-English, Marsha	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Clark, Roger	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Cleveland, Ricardo	Deputy Sheriff Master	58,000.00	27.88	41.83	\$27.22	69.04
Cronin, Robbin	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Cutlipp, Alexis	Deputy Sheriff Recruit	40,000.00	19.23	28.85	\$18.77	47.62
Davidson, Jesus	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Davis, Julia	Deputy Sheriff Master	58,000.00	27.88	41.83	\$27.22	69.04
Dion, David	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Dolhyj, Alexander	Deputy Sheriff Recruit	40,000.00	19.23	28.85	\$18.77	47.62
Dominy, Mason A.	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Encinas, Eric	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Estrada, Arthur	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
Fair, Tom	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Farris, Sam	Commander	97,020.40	46.64	35.10	\$22.84	57.94
Filippelli, Giovanni	Deputy Sheriff Sergeant	57,000.00	27.40	41.11	\$26.75	67.85
Finch Jr., Michael	Deputy Sheriff Sergeant	59,000.00	28.37	42.55	\$27.69	70.23
Foster, David Ken	Deputy Sheriff Lieutenant	84,367.00	40.56	32.21	\$20.96	53.17
Gijanto, Sean	Deputy Sheriff Lieutenant	84,367.00	40.56	32.21	\$20.96	53.17
Gilbert, Joseph	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Gjerde, John	Deputy Sheriff Sergeant	59,000.00	28.37	42.55	\$27.69	70.23
Grady, John	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33
Gray, Edward	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33
Guizar Jr., Rogelio	Deputy Sheriff Recruit	40,000.00	19.23	28.85	\$18.77	47.62
Hadfield, Allison	Deputy Sheriff Master	61,000.00	29.33	43.99	\$28.62	72.61
Hathaway, Andrew (Clint)	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Hauser, Forest	Deputy Sheriff Master	61,000.00	29.33	43.99	\$28.62	72.61
Haws, Allen (Randy)	Deputy Sheriff Master	58,000.00	27.88	41.83	\$27.22	69.04
Haymore, Troy L.	Deputy Sheriff Entry	46,000.00	22.12	33.17	\$21.59	54.76
Hernandez, Luis	Deputy Sheriff Sergeant	63,000.00	30.29	45.43	\$29.56	75.00
Hoke, J.C.	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Hoke, Jorge	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Hudson, Guy	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33
Jamka, Eric	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
Jamka, Kevin	Deputy Sheriff Sergeant	63,000.00	30.29	45.43	\$29.56	75.00
Judd, Randy	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
Kartchner, Adam	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Kartchner, Jacob	Deputy Sheriff Entry	46,000.00	22.12	33.17	\$21.59	54.76
Keil, Daniel	Deputy Sheriff Sergeant	71,000.00	34.13	51.20	\$33.32	84.52
Larimer, Carl W.	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Linendoll, Tod	Deputy Sheriff, Sergeant	67,000.00	32.21	48.32	\$31.44	79.76
Magoffin, Michael	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33

**Cochise County Sheriff's Office
Deputy Roster 2017**

Name	Title	Salary	Hrly Rate	OT Hrly Rate	OT ERE per hour	TTL OT hry rate w/ERE
Martinez, Victor	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
McGeoghegan, Michael	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
McNeeley, Raymond	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Meza, Rene	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Miller, Sean T.	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Mitchell, Jesse	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33
Monroe, John	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Morales, Daniel R.	Deputy Sheriff Recruit	43,000.00	20.67	31.01	\$20.18	51.19
Morales, Richard	Deputy Sheriff Lieutenant	84,367.00	40.56	32.21	\$20.96	53.17
Moran, Rene	Deputy Sheriff Recruit	40,000.00	19.23	28.85	\$18.77	47.62
Moreno, Nelson	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Norton, David	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Olmstead, Ryan S.	Deputy Sheriff Entry	46,000.00	22.12	33.17	\$21.59	54.76
Parker, Talmadge	Deputy Sheriff Sergeant	67,000.00	32.21	48.32	\$31.44	79.76
Paz, German	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Peraza Jr., Abraham	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Peuschold, Jeremy	Deputy Sheriff Seargeant	55,000.00	26.44	39.66	\$25.81	65.47
Reibschied, Brando	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Reynolds, Donald	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Robinson, Raymond	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Romero, Daniel E.	Deputy Sheriff Intermediat	46,000.00	22.12	33.17	\$21.59	54.76
Rutch, Matthew	Deputy Sheriff Recruit	40,000.00	19.23	28.85	\$18.77	47.62
Sharp, Marshall	Deputy Sheriff Senior	49,000.00	23.56	35.34	\$22.99	58.33
Shipley, Clifford	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Smalley, Tricia	Deputy Sheriff Intermediat	49,000.00	23.56	35.34	\$22.99	58.33
Tartaglia, Jr., Louie	Deputy Sheriff Sergeant	55,000.00	26.44	39.66	\$25.81	65.47
Tobolski, Leo	Deputy Sheriff Master	58,000.00	27.88	41.83	\$27.22	69.04
Villa, James C	Deputy Sheriff Master	52,000.00	25.00	37.50	\$24.40	61.90
Waite, Justin	Deputy Sheriff Entry	46,000.00	22.12	33.17	\$21.59	54.76
Watkins, Robert	Deputy Sheriff Sergeant	55,000.00	26.44	39.66	\$25.81	65.47
Werkheiser, Adam	Deputy Sheriff Master	55,000.00	26.44	39.66	\$25.81	65.47
Wiedemann, James	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
Wilkins, Curtis	Deputy Sheriff, Lieutenant	84,367.00	40.56	32.21	\$20.96	53.17
Williams, Timothy	Deputy Sheriff Sergeant	59,000.00	28.37	42.55	\$27.69	70.23
Wilson, Randall	Deputy Sheriff Sergeant	59,000.00	28.37	42.55	\$27.69	70.23
Zavala, Robert (Bobby)	Deputy Sheriff Entry	43,000.00	20.67	31.01	\$20.18	51.19
AMENDED Salaries as of 8/27/2017... subject to change as Deputies have a step/pay plan.						

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 02/13/2018

Reappointments of Judges Pro Tempore

Submitted By: Dianna Bradshaw, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation **Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** N/A **TITLE of PRESENTER:** N/A**Docket Number (If applicable):****Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 12-141;8-231; 12-144; 22-121; & 22-122**Information****Agenda Item Text:**

Approve reappointment of Superior Court Judge Pro Tempore, Terry Bannon pursuant to ARS 12-141 and ARS 8-231 and authorize Court Administration to call upon an appropriately appointed Superior Court Judge Pro Tempore from another county in extenuating circumstances pursuant to ARS 12-144 for the period beginning July 1, 2018 to and including June 30, 2019.

Background:

The court is required to appoint Judge Pro Tem with Board Of Supervisors approval.

Department's Next Steps (if approved):

Re-appointment of Superior Court Judge Pro Tem of Cochise County by Superior Court Presiding Judge.

Impact of NOT Approving/Alternatives:

No Judge to hear Juvenile Dependency cases

To BOS Staff: Document Disposition/Follow-Up:

Notify Court Administration of approval of agenda item - send Clerk's statement of outcome of item w/BOS vote.

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Approve Appointment of Democratic Precinct Committee Member

Submitted By: Martha Rodriguez, Elections

Department: Adult Probation

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

Document Signatures: BOS Signature **# of ORIGINALS** 0
NOT Required **Submitted for Signature:**

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

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** §16-821

Information

Agenda Item Text:

Approve the appointment of precinct committee member for the Democratic Party upon the recommendation of the Party Chair, Debbie Hickman for Precinct: 30 SV CLOUD - BENJAMIN R. LEVELIUS.

Background:

Requested by cochise Democratic Party Chair, Debbie Hickman and verified as eligible by Cochise County Elections Department (see attached forms)

Department's Next Steps (if approved):

Elections Department will prepare a letter to approved precinct committee member w/copy to Party Chair, Debbie Hickman. Elections Department will create a file for approved precinct committee member and update list/post on website.

Impact of NOT Approving/Alternatives:

Vacancies will exist in these positions.

To BOS Staff: Document Disposition/Follow-Up:

BOS Staff to notify elections of the outcome of BOS decision on this item.

Attachments

DemPCAppointment

Received
1-15-2018
10:45 A.M

Cochise County Democratic Committee
P.O. Box 3233
Sierra Vista, AZ 85636
January 15, 2018

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

Dear Supervisor Chair Ann English and Deputy Elections Director Martha Rodriguez,

Request you appoint the following qualified registered Democrats as Precinct Committee Members with the Cochise County Democratic Party at your earliest convenience:

<u>Last Name</u>	<u>First Name</u>	<u>Precinct</u>	<u>Address</u>
Levelius	Benjamin R	Sv Cloud	4400 E Busby Dr Apt 2143L, Sierra Vista, AZ 85635

NOTE: Voter registration change from Other to Democrat via EZ Voter Registration 01/11/2018

~~Page Traci Ann Sunizona 7710 E Cuellar Trl, Pearce, AZ 85625~~

Thank you.

Respectfully,

/s/

Debbie Hickman
Chair, Cochise County Democratic Committee 2017-2018
(520) 678-0481
Email: cochisecodemsgmail.com

Cc:
ADP, Acting Chair, Bill Roe (broe@azdem.org)
ADP, Data Director, Sam Almy (salmy@azdem.org)
CCDP 2VC, Cynthia Aspengren (cochisecountydemspcs@yahoo.com)



PRECINCT COMMITTEE PERSON VERIFICATION FORM

NAME: Benjamin R. Levelius

ADDRESS: 4400 E Busby Dr. Apt. 2143L

Sierra Vista AZ 85635-3976

PARTY: Dem

PRECINCT: 30 SV Cloud

NUMBER OF PRECINCT COMMITTEE PERSONS NEEDED: 2

NUMBER OF CURRENT PRECINCT COMMITTEE PERSONS: 0

APPROVE APPOINTMENT: X

DO NOT APPROVE APPOINTMENT: _____

DATE: 1-16-2018

BY: Martha L. Rodriguez

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Approve Gas / Utility easement for CCSC Willcox

Submitted By: Jay Howe, Facilities

Department: Facilities

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

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

NAME of PRESENTER: Jay Howe **TITLE of PRESENTER:** Facilities Director

Docket Number (If applicable):

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve gas line utility easement for the City of Wilcox at the Cochise County Service Center ("CCSC"), 450 S. Haskell Ave, Wilcox, AZ 85643.

Background:

During the remodel of the Wilcox JP 4 Court and CCSC, we discovered that the City of Wilcox did not have a utility easement for an existing natural gas line. The easement is needed for the City of Wilcox to perform maintenance and other work on its gas lines, and to ensure that no permanent structures are built over them.

Department's Next Steps (if approved):

Once approved, the easement document will be recorded and copies will be sent to the City of Wilcox.

Impact of NOT Approving/Alternatives:

The utility easement is needed for the City of Wilcox to have legal access to its utilities. If not approved, the City of Wilcox cannot install meters for gas service to the CCSC in Wilcox, or otherwise legally work on its gas systems, leaving it without recorded easement protections.

To BOS Staff: Document Disposition/Follow-Up:

Send executed easement document to the Cochise County Recorder's Office to officially record. Send one copy of recorded document to the City of Wilcox and one copy to Facilities.

Attachments

[willcox gas easement](#)

THE COUNTY OF COCHISE
GRANT OF EASEMENT FOR UTILITY PIPELINE

The County of Cochise ("County"), a political subdivision of the State of Arizona, for and in consideration of the sum of One Dollar (\$1.00), and other goods and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor, does hereby grant, convey, quitclaim and release unto the City of Wilcox ("City"), a political subdivision of the State of Arizona, its successors and assigns, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT A

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal and replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures fences or trees shall be placed upon, over, or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this _____ day of _____, 2018.

DATED: _____

Ann English, Chair, Board of Supervisors

ATTEST:

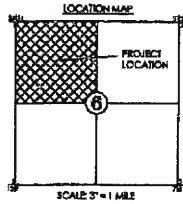
APPROVED AS TO FORM:

Arlethe G. Rios, Clerk of the
Board of Supervisors

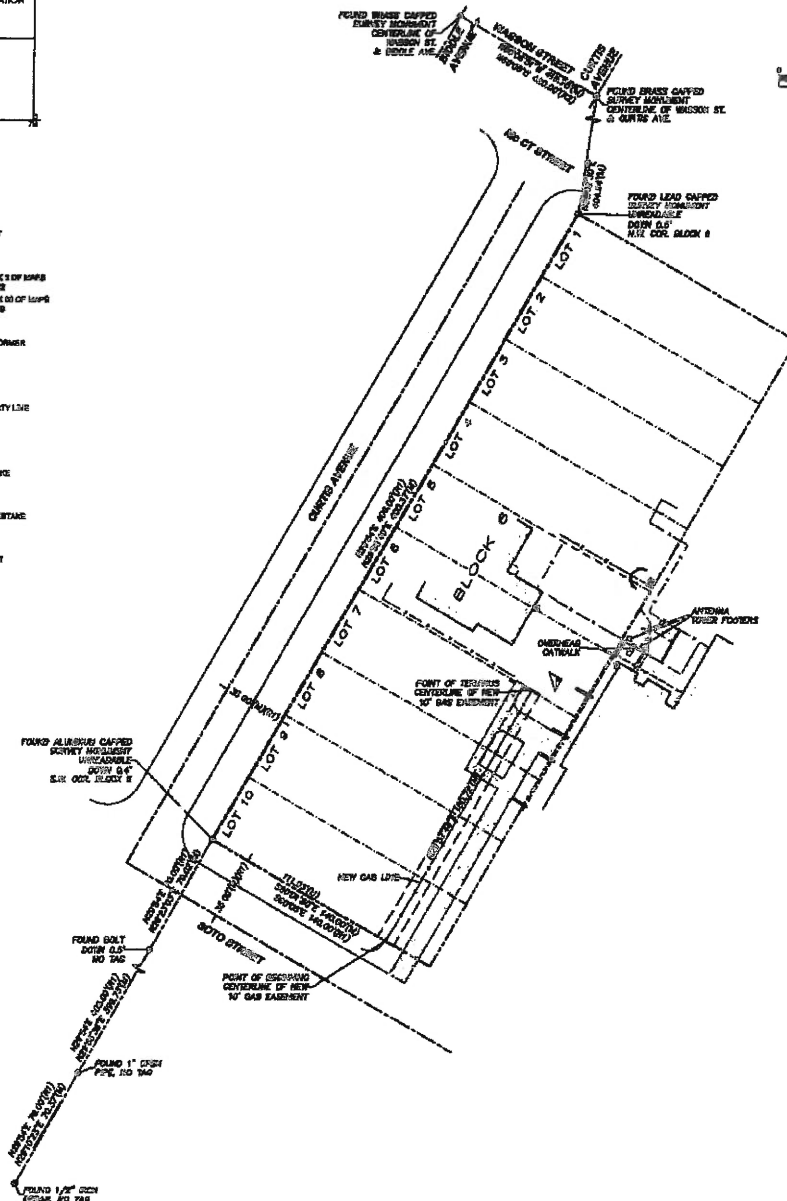
Christine J. Roberts, Civil Deputy
County Attorney
DATED: _____

EXHIBIT “A”

RECORD OF SURVEY



- LEGEND:**
- (M) FOUND MONUMENT AS NOTED
 - (M) MEASURED DATA
 - (M) RECORDED PER BOOKS OF MAPS OF PLATS, PAGE 162
 - (M) RECORDED PER BOOKS OF MAPS OF PLATS, PAGE 218
 - (M) DOLLAR / FOOT
 - (M) ELECTRIC TRANSFORMER
 - (M) FLAG POLE
 - (M) GAS METER
 - ADJACENT PROPERTY LINE
 - CENTERLINE ROAD
 - EASEMENT LINE
 - ELECTRIC EASEMENT
 - FENCE, AS NOTED
 - NATURAL GAS EASEMENT
 - PROPERTY LINE
 - ACTUAL PERMITS
 - BUILDING
 - CONCRETE



RECORDING DATA:

STATE OF ARIZONA } 25
COUNTY OF COCHISE }

FILED FOR RECORD AT THE REQUEST OF ALTA LAND SURVEY, INC.
ON THIS DAY OF 20
BY BOOK OF MAPS OF PLATS, PAGE 162, THEREOF,
PER M.A.

WITNESS MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR ABOVE WRITTEN.

COCHISE COUNTY RECORDER/DEPUTY COUNTY RECORDER

BASIS OF BEARINGS:

BEARINGS ARE BASED ON G.A.S. NORTH.

REFERENCE DOCUMENTS:

(M) BOOK 01 OF MAPS OF PLATS, PAGE 162
(M) BOOK 02 OF MAPS OF PLATS, PAGE 218

COCHISE COUNTY RECORDS
COCHISE COUNTY, ARIZONA

CERTIFICATION:

I HEREBY CERTIFY THIS PLAT REPRESENTS A
SURVEY MADE BY ME OR UNDER MY DIRECTION
AND THAT THE PROPERTY CORNERS AND
SURVEY MONUMENTS EXIST AS SHOWN HEREON.



STEPHEN ALLEN SAMPLE, P.L.S. #22275
EXPIRES: 06-30-2019

ALTA LAND SURVEY, INC.
REGISTERED PROFESSIONAL SURVEYORS & ENGINEERS
8830 E. FIMA STREET, SUITE 120
TUCSON, ARIZONA 85712
(520) 298-0281

FROM BOOK SURVEY, PAGE

A PORTION OF BLOCK 6 OF WEST'S ADDITION, AS RECORDED IN BOOK 1 OF MAPS
OF PLATS, PAGE 162, RECORDS OF COCHISE COUNTY, BEING A PORTION OF
SECTION 6, T-14-S, R-25-E OF THE G.A.S.M., COCHISE COUNTY, ARIZONA

COCHISE COUNTY RECORDS
COCHISE COUNTY, ARIZONA

Surveyed by: [Signature] Date: [Date] Checked by: [Signature] Date: [Date]
Plotted by: [Signature] Date: [Date] Reduced by: [Signature] Date: [Date]

1 of 11 Sheets





ALTA LAND SURVEY, INC.
Surveying ~ Drafting ~ Construction Staking
5930 E. Pima St., Suite 130, Tucson, AZ 85712 Ph. (520) 398-6651

JOB 17-175
JUNE 27, 2017

LEGAL DESCRIPTION
10' GAS EASEMENT

A 10.00 FOOT WIDE EASEMENT FOR NATURAL GAS PURPOSES THROUGH, OVER AND UNDER A PORTION OF LOTS 6 -10 OF BLOCK 6 OF WEST'S ADDITION RECORDED AT BOOK 1 OF MAPS OF PLATS, PAGE 162 IN THE COCHISE COUNTY RECORDER'S OFFICE, SITUATED IN A PORTION OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 25 EAST OF THE GILA AND SALT RIVER MERIDIAN, LYING 5.00 FEET ON EITHER SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID BLOCK 6, BEING AN UNREADABLE ALUMINUM CAPPED SURVEY MONUMENT, TO WHICH THE NORTHWEST CORNER OF SAID BLOCK 6, BEING AN UNREADABLE LEAD CAPPED SURVEY MONUMENT, BEARS NORTH 29° 58' 40" EAST A DISTANCE OF 400.37 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID BLOCK 6, SOUTH 60° 01' 20" EAST A DISTANCE OF 111.93 FEET TO THE **POINT OF BEGINNING**;

THENCE, DEPARTING SAID SOUTH LINE, NORTH 29° 57' 48" EAST A DISTANCE OF 160.72 TO THE **POINT OF TERMINUS**.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,607 SQUARE FEET MORE OR LESS.



EXP: 06/30/2019

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Demands

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

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.

**Public Hearings 7.
Board of Supervisors**

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Liquor Store Liquor License Quick Pic Market. Series 9

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

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

Document Signatures: BOS **# of ORIGINALS**
Signature **Submitted for Signature:**
NOT
Required

NAME Arlethe Rios **TITLE** Clerk of the Board
of PRESENTER: **of PRESENTER:**

Mandated Function?: Not **Source of Mandate**
Mandated **or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a Person Transfer/Location Transfer liquor license application for a series #9 (Liquor Store) license submitted by Mr. Suresh Kumar Thathi for Quick Pic Market, located at 62 N. Oak Dr., Benson, AZ 85602.

Background:

Mr. Thathi has applied for a series #9 Liquor Store liquor license for Quick Pic Market, located at 62 N. Oak Dr, Benson, AZ 85602. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Department has no concerns with the issuance of the liquor license. The Health Department is currently working with the property owner on health-related issues with the subject property.

Mr. Thathi has paid the \$100.00 processing fee. Supporting documentation regarding this liquor license is attached.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the Arizona Department of Liquor License and Control.

Impact of NOT Approving/Alternatives:

A hearing on this application will be scheduled with the State Liquor Board.

To BOS Staff: Document Disposition/Follow-Up:

Send packet to ADLLC and copy of letter w/out attachments to applicant.

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

Application

Affidavit of Posting

Departmental Review Forms

Parcel# 124-15-751

*17 DEC 18 Liq. Dept PH 3:31



*18 JAN 4 Liq. Lic PH 3:59

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

DLIC USE ONLY

License #	5784020001
Date Accepted:	1-4-18
CSR:	C-A.

Application for Liquor License
Type or Print with Black Ink

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of \$25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 1 Type of License

- ☐ Interim Permit
☐ New License
☒ Person Transfer
☒ Location Transfer (series 6, 7 and 9)
☐ Probate/ Will Assignment/ Divorce Decree (No Fees)
☐ Seasonal

SECTION 2 Type of Ownership

- ☐ J.T.W.R.O.S.
☐ Individual
☐ Partnership
☐ Corporation
☒ Limited Liability Co
☐ Club
☐ Government
☐ Trust
☐ Tribe
☐ Other (Explain) _____

SECTION 3 Type of license

- ☐ Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
 A.R.S. § 4-206.01(G), (H), (I) & (L)
☐ Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
 A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): SERIES 09, LIQ STORE 2. LICENSE # (if issued): 09020001

SECTION 4 Applicants

1. Agent's Name: THATHI SURESH KUMAR
Last First Middle
2. Applicant/Licensee Name: S&S THATHI, LLC
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): QUICK PIC MARKET
4. Business Location Address: 62 N OAK DR BENSON AZ 85602 COCHISE
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 62 N OAK DR BENSON AZ 85602
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: (520)586-2163 Daytime Contact Phone: 520-940-4006
7. Email Address: sthathi@aol.com

8. Is the Business located within the incorporated limits of the above city or town? ☐ Yes ☒ No
 If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? COCHISE

Fees: <u>\$200</u>	<u>0</u>	Department Use Only	<u>\$44.00</u>	<u>\$244.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				☒ Yes ☐ No

2/24/2017

page 1 of 5

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.
1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 5/14/2014 State where Incorporated/Organized: ARIZONA

b) AZ Corporation or AZ L.L.C. File No: L19259642 Date authorized to do business in AZ 5/15/2014

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
THATHI	SHAMA		MGR/MEM	81%	4490 N CAMINO SUMO	TUCSON	AZ	85718
THATHI	SURESH	KUMAR	MGR/MEM	19%	4490 N CAMINO SUMO	TUCSON	AZ	85718

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S. § 4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for OR
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. § 4-203.01 (A)

1. Enter license number currently at the location: _____

2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

Attach a copy of the license currently issued at this location to this application.

NOTARY	
State of Arizona	}
County of _____	
On this _____ Day of _____, 20____ before me personally appeared _____ Day Month Year (First Name of Document Signer)	
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
_____ Signature of NOTARY PUBLIC	
(Affix Seal Above)	

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____
(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

License Number: _____
Last First Middle

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____
2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 9 ☒ Person to Person or ☐ Location Transfer – Current Licensee Information ARS § 4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: 09020001
2. Current Agent Name: FISHER GEORGE Calvin
Last First Middle
3. Current Licensee Name: GEORGE Calvin FISHER
(Exactly as it appears on the license)
4. Current Business Name: Sierra Vista Flowers & Gifts
(Exactly as it appears on the license)
5. Current Daytime Phone: (520) 255-1601 Primary Email Address: geacandy12@yahoo.com
6. Does current licensee intend to operate the business while this application is pending? ☐ Yes ☒ No
7. I authorized the transfer of this license to the applicant: [Signature]
Signature of Agent or Individual controlling person

NOTARY	
State of Arizona	}
County of <u>Maricopa</u>	
On this <u>3rd</u> Day of <u>October</u> , 20 <u>17</u> before me personally appeared <u>George Calvin Fisher</u> (Print Name of Document Signer)	
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
 (Affix Seal Above)	<u>[Signature]</u> Signature of NOTARY PUBLIC

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

A.R.S. §4-207. (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Flying area of a golf course (A.R.S. §4-207 (B) (5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

-Section 10 continued next page-

-Section 10 continued -

1. Distance to nearest School: 2640' Name of School: NEW WEST KCHARTER SCHOOL
(If less than one (1) mile note footage) Address: 3225 W NAVAJO TRAIL, BENSON AZ 85602
2. Distance to nearest Church: 1 MILE Name of Church: PEACE IN THE VALLEY LUTHRUN CHURCH
(If less than one (1) mile note footage) Address: 551 S J-6 RANCH RD, BENSON AZ 85602

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- ☐ Tenant: a person who holds the lease of a property; a lessee.
☐ Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
☒ Owner
☐ Purchaser
☐ Management Company

2. If the premises is leased give lessors: Name: _____
Address: _____
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ 0

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
☐ Yes ☒ No If yes, attach explanation.
6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
☐ Yes ☒ No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

☐ Walk-up or drive-through windows

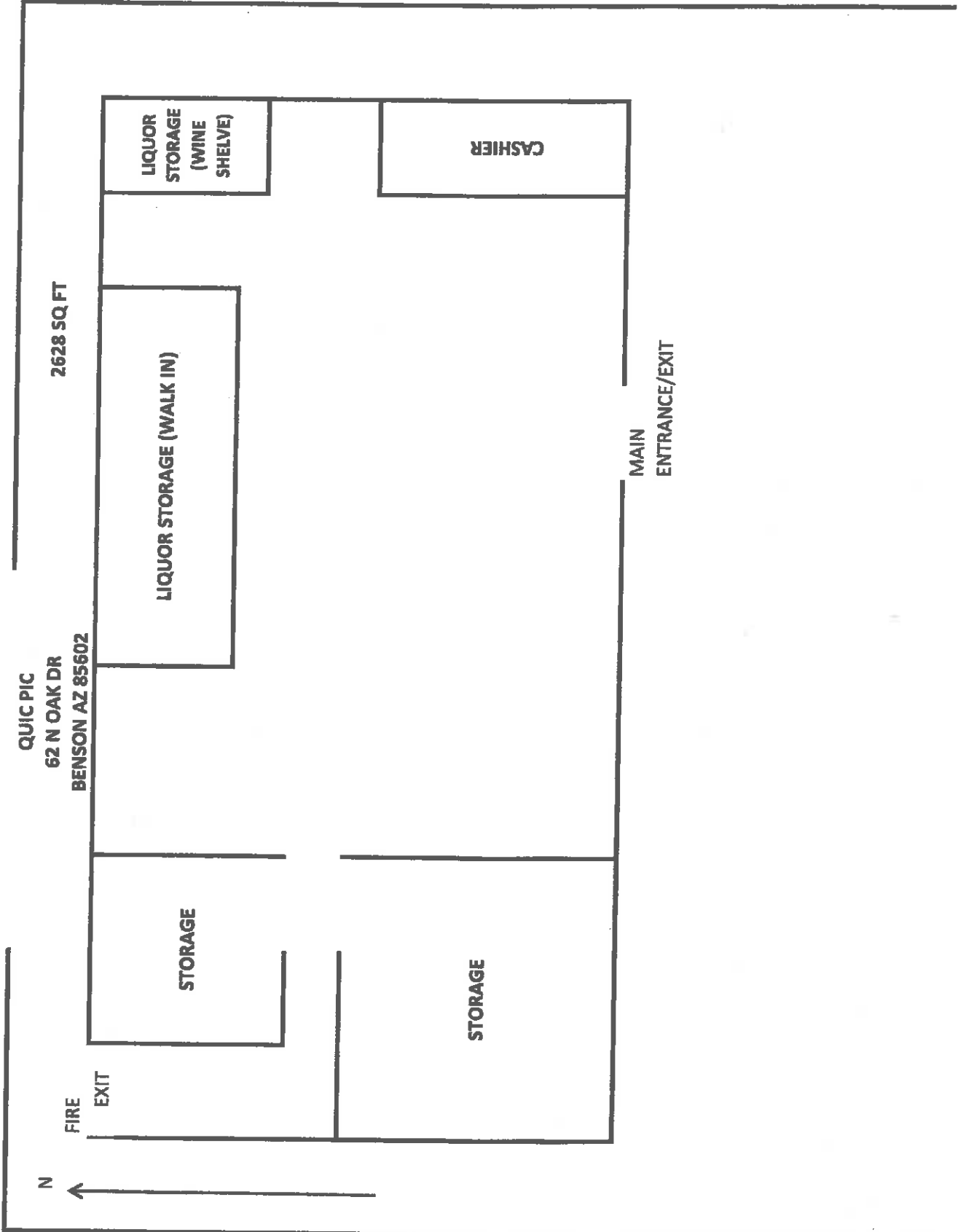
Patio: ☐ Contiguous ☐ Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

☐ Yes ☒ No If yes, what is your estimated completion date? ____/____/____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

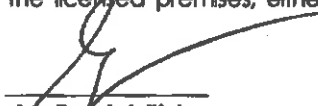
*18 JAN 4 Lic. Lic. PH 4 00



-Section 12 continued on next page-

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.


Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. § 4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature)  **SURESH KUMAR THATHI**, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

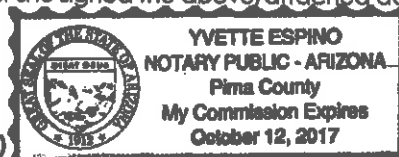
NOTARY

State of Arizona }
County of **PIMA** }

On this 7 Day of December, 2017 before me personally appeared **SURESH KUMAR THATHI**
(Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

(Affix Seal Above)




Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



18 JAN 4 Lir. Lic. PM 4:00

17 DEC 18 Lir. Dept PM 3:32

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azlliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with **Black Ink**

804.537

The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks.

P1064349 C.A.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License#: 09020001

(If the location is currently licensed)

1. Check the Appropriate Box

☒ Controlling Person
(complete all questions)

☒ Agent

☐ Manager
(complete all questions except #12)

2. Name: THATHI SURESH KUMAR Birth Date: _____
Last First Middle (NOT a public record)

3. Social Security #: _____ Driver License#: _____ State: ARIZONA
(NOT a public record)

4. Place of birth: HANSI INDIA Height: 5'10" Weight: 190 Eyes: BLK Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: THATHI SANGREETA Birth Date: _____
Last First Middle Maiden (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 08/1980
A.R.S. § 4-202(A) and (C)

7. Daytime telephone number: 520-940-4006 E-mail address: sthathi@aol.com

8. Business Name: QUICK PIC MARKET Business Phone: 520 / 586 / 2163

9. Business Location Address: 62 N OAK DR BENSON AZ COCHISE 85602
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2014	CURRENT	MARKET (OWNER)	QUICK PIC MARKET, 62 N OAK DR, BENSON AZ 85602
09/2014	CURRENT	MARKET	FOOD STORE, 1345 N STONE AVE, TUCSON AZ 85705
09/2005	CURRENT	SHELL (OWNER)	SHELL 3455, 3455 W GLENDALE AVE, PHOENIX AZ 85051

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. § 4-202(D)

18 JAN 4 Lic. Lic. PM 4 00

QUESTIONNAIRE STATEMENT
SURESH K THATHI

ITEM 17

License #: 10103436, on 21 Jan 2016 received violations as follows:

- 1) No manager's agreement form on file
- 2) Require applicants, licensees, employees who serve, sell, or furnish liquor to take training courses.

Mail-in Consent and paid fine of \$250.

License #: 10075053, on 15 Jun 2010 received violations as follows:

- 1) Gambling/Machine/Organized; 4-244/26
- 2) Title 13: Possession of a gambling device; 13-3306

Mail-in consent and paid \$750.



Suresh K Thathi

12/17/17



State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type)

SURESH KUMAR THATHI

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If Yes, indicate place of birth:

City **HANSI** State (or equivalent) _____ Country or Territory **INDIA**

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document:
Go to Section IV.

AZ DRIVERS LICENSE

If you answered No, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled Into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

SURESH KUMAR THATHI

Individual Owner/Agent Printed Name

06 DEC 2017

Today's Date


Individual Owner/Agent Signature

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

*18 JAN 4 11:47. LIC. PM 4:00

Arizona DRIVER LICENSE USA

1. CLASS: D
2. SEX: M
3. RACE: HISPANIC
4. DOB: [REDACTED]
5. HEIGHT: 5'00"
6. WEIGHT: 150
7. EYES: BLK
8. HAIR: BLK
9. SKIN: BRN
10. SIGNATURE: [REDACTED]
11. EXPIRATION: 04/04/2024
12. ISSUANCE: 09/01/2015
13. ADDRESS: 1500 N GAVINO SUBD
TUCSON, AZ 85716-7472
14. LICENSE NO: 1500A55017092458
15. DONOR: [REDACTED]

18 JAN 4 Ligr. Lic. PM 4 00

Certificate # _____

**Certificate of Completion
For
Title 4 BASIC Liquor Law Training**

☐ On-sale
☒ Off-sale
☐ On- and off-sale

A Certificate of Completion must be on a form provided by the Department of Liquor Licenses and Control. Certificates are completed by a state-approved training provider and, when issued, the certificate is signed by the training provider.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the back of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

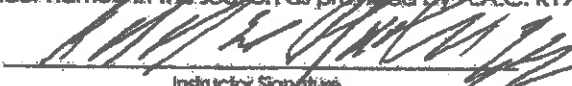
A replacement Certificate of Completion for Title 4 training must be available for each training provider for two years after the training completion date.

SURESH K. THATHI
Training Provider Information
Signature
25 March 2017 25 March 2020
Training Completion Date Training Completion Date
(Date of Training Completion)
(Date of Training Completion)
Training Provider Information
Eddie G. Rodriguez, Jr.
Contact Name
3120 South Philomena Place, Tucson AZ 85730
Mailing Address

(520) 349-8374

Daytime Contact Phone Number

I, **EDDIE G. RODRIGUEZ, JR.**, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103
using training course content and materials approved by the Arizona Department of Liquor Licenses and Control.
I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title
4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).


Instructor Signature 25 / 03 / 2017
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 6)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

*18 JAN 4 Lir. Lic. PM 4 00

Certificate # _____

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Training

A Certificate of Completion must be on a form approved by the Arizona Department of Liquor Licenses and Control. Certificates are completed by a state-approved training provider and, when issued, the form is to be placed in the course participant's file.

Basic Title 4 training is a prerequisite for MANAGEMENT training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of the course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT training.

A replacement Certificate of Completion for Title 4 training must be submitted to the Department of Liquor within 90 days after the training completion date.

Student Information
SURBESH K HATHI
Name (please print)
Signature
25 MAR 2017 2012 25 MAR 2020
Training Completion Date
Certificate Validity Date
(three years from completion date)
Training Provider Information
Eddie G. Rodriguez, Jr.
Company Name
3120 South Philomena Place, Tucson AZ 85730
Mailing Address

(520) 349-8374

Daytime Contact Phone Number

I, **EDDIE G. RODRIGUEZ, JR.** certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code
(A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor
Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of
State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[Signature] 25 / 03 / 2017
Instructor Signature Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 Training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

804.538

The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks. P1071769 CA

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in **black ink**. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

1. Check the Appropriate Box →

Liquor License#: 09020001 (If the location is currently licensed)

☒ Controlling Person (complete all questions) ☐ Agent ☐ Manager (complete all questions except #12)

2. Name: THATHI SHAMA Birth Date: / / (NOT a public record)

3. Social Security #: (NOT a public record) Driver License #: State: ARIZONA

4. Place of birth: TUCSON AZ USA Height: 5'6" Weight: 150 Eyes: BRO Hair: BLK

5. Name of current/most recent spouse: / / Birth Date: / / (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 02/1988
A.R.S. § 4-202(A) and (C)

7. Daytime telephone number: 520-235-5201 E-mail address: sthathi88@gmail.com

8. Business Name: QUICK PIC MARKET Business Phone: 520 / 586 / 2163

9. Business Location Address: 62 N OAK DR BENSON AZ COCHISE 85602
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2014	CURRENT	CASHIER	QUICK PIC MARKET, 62 N OAK DR, BENSON AZ 85602
05/2005	02/2014	CASHIER	FOOD STORE, 1345 N STONE, TUCSON AZ 85705

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. § 4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
04/2010	CURRENT	RENT ST	4490 N CAMINO SUMO	TUCSON	AZ	85718

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) ☒ Yes ☒ No ST
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in?
A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) SHAMA THATHI, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: [Signature]

NOTARY

State of Arizona }

County of PIMA }

On this 14 Day of OCTOBER, 20 17 before me personally appeared SHAMA THATHI
Day Month Year (Print Name of Document Signer)

whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



[Signature]
Signature of NOTARY PUBLIC

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

2/24/2017

Page 2 of 2

Individuals requiring ADA accommodations please call (602)542-9027

*18 JAN 4 Lir. Lic. PM 4 00

*17 DEC 18 Lir. Dept PM 3 32

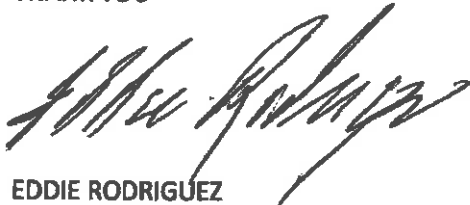
Wednesday, December 13, 2017

CYNTHIA

I INCLUDED COPY OF YOUR LETTER ON PACKAGE YOU SEND BACK. BECAUSE CLIENT WANTS TO PROCESS THE SERIES 09 PERSON TO PERSON & LOCATION TO LOCATION BEFORE THE ACQ OF CONTROL/AGENT CHANGE, I HAVE INCLUDED ONLY THE SERIES 09 LIQUOR LICENSE APPLICATION.

IF ANY CHANGES THAT DO NOT REQUIRE MAILING THE PACKAGE BACK, PLEASE CONTACT ME SO I CAN TAKE CARE OF AMENDMENTS.

THANK YOU

A handwritten signature in black ink, appearing to read "Eddie Rodriguez", written in a cursive style.

EDDIE RODRIGUEZ

Cynthia Abrigo

From: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Sent: Tuesday, December 19, 2017 10:34 AM
To: Cynthia Abrigo
Subject: Fwd: QUESTIONNAIRE STATEMENT
Attachments: Scan 216.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

GM Cynthia

Saturday I mailed out a package addressed to you for the series 09 for both, person & location transfer that it was scheduled for delivery today. This e mail has Questionnaire Statement for item 17 for Suresh K Thathi.

Let me know if you need any amendments.

Happy Holidays to you, family and friends.

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

—Original Message—

From: Sumit Thathi <sthathi1993@gmail.com>
To: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Cc: Dad <sthathi@aol.com>
Sent: Tue, Dec 19, 2017 8:00 am
Subject: Re: QUESTIONNAIRE STATEMENT

Thanks boss!

On Mon, Dec 18, 2017 at 10:12 AM, Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com> wrote:

Sam

Please download, sign above your printed name, and e-mail back to me. The package was mailed Saturday and Cynthia Abrigo will receive Tuesday morning. When I receive the attached file I will forward to Cynthia.

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Tuesday, January 02, 2018 8:48 AM
To: 'Eddie, AZ Liquor Law Trainer'
Subject: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Quick Pic Market- Liquor License 09020001

Good Morning Eddie,

The Department of Liquor has received attached statement for question #17 on Suresh Kumar Thathi's questionnaire. In addition, Person/ Location Transfer application with \$244.00 payment has been reviewed and upon review the following is needed to process application:

- Please send a copy of a diagram of applying business premise of 62 N. Oak Dr. Benson, AZ 85602; make sure to indicate **total square footage** of the business premise you wish to license, **with all entrances and exits labeled**, liquor storage(s) indicated, and orientation of North.
 - Do not include areas, such as parking lots, roads, or streets; only indicate business premise you wish to license.
 - *Feel free to e-mail, fax, walk-in, or mail copy of diagram to the Department of Liquor at my attention, all information can be found in signature below.*

I would also like to inform you that we are now required to send back incomplete applications if the following information is not received after 7 business days of sending this request.

Should you have any questions or concern please let me know.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 | F: 602-542-5707
cynthia.abrigo@azliquor.gov

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not the intended recipient, please promptly contact the sender by reply e-mail and destroy the original message. If you wish to opt out of receiving e-mails, please contact the sender.

From: Eddie, AZ Liquor Law Trainer [mailto:azliqlawtraining@aol.com]
Sent: Tuesday, December 19, 2017 10:34 AM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>
Subject: Fwd: QUESTIONNAIRE STATEMENT

GM Cynthia

Saturday I mailed out a package addressed to you for the series 09 for both, person & location transfer that it was scheduled for delivery today. This e mail has Questionnaire Statement for item 17 for Suresh K Thathi.

Let me know if you need any amendments.

Happy Holidays to you, family and friends.

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

-----Original Message-----

From: Sumit Thathi <sthathi1993@gmail.com>
To: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Cc: Dad <sthathi@aol.com>
Sent: Tue, Dec 19, 2017 8:00 am
Subject: Re: QUESTIONNAIRE STATEMENT

Thanks boss!

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Sam

Please download, sign above your printed name, and e-mail back to me. The package was mailed Saturday and Cynthia Abrigo will receive Tuesday morning. When I receive the attached file I will forward to Cynthia.

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

Cynthia Abrigo

From: Cynthia Abrigo
Sent: Thursday, January 04, 2018 3:58 PM
To: 'Eddie, AZ Liquor Law Trainer'
Subject: RE: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)
Attachments: lic_inactstatus_access.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Good Afternoon Eddie,

Diagram has been received, thank you. Application fee of \$244.00 will be rung up by tomorrow morning and copy of application will be e-mailed to Cochise County. Please be aware, if liquor license 09020001 will not be in use for more than 30 day, liquor license will have to be placed on Inactive Status, please find form attached. In addition, upon issuance of Person/ Location Transfer application for liquor license 09020001, currently active liquor license 10023143 will have to be Surrendered due to Series 9 and Series 10 are not stackable liquor licenses, Deactivation form will be provided upon notice of approval.

If you have any questions or concerns, please let me know.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P:602-364-0674 | F: 602-542-5707
cynthia.abrigo@azliquor.gov

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please promptly contact the sender by reply e-mail and destroy the original message. If you wish to opt out of receiving e-mails, please contact the sender.

From: Eddie, AZ Liquor Law Trainer [mailto:azliqlawtraining@aol.com]
Sent: Wednesday, January 03, 2018 11:33 PM
To: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>
Subject: Re: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

-----Original Message-----

From: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>
To: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Sent: Tue, Jan 2, 2018 8:47 am
Subject: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Quick Pic Market- Liquor License 09020001

Good Morning Eddie,

The Department of Liquor has received attached statement for question #17 on Suresh Kumar Thathi's questionnaire. In addition, Person/ Location Transfer application with \$244.00 payment has been reviewed and upon review the following is needed to process application:

- Please send a copy of a diagram of applying business premise of 62 N. Oak Dr. Benson, AZ 85602; make sure to indicate total square footage of the business premise you wish to license, with all entrances and exits labeled, liquor storage(s) indicated, and orientation of North.
 - Do not include areas, such as parking lots, roads, or streets; only indicate business premise you wish to license.
 - *Feel free to e-mail, fax, walk-in, or mail copy of diagram to the Department of Liquor at my attention, all information can be found in signature below.*

I would also like to inform you that we are now required to send back incomplete applications if the following information is not received after 7 business days of sending this request.

Should you have any questions or concern please let me know.



Cynthia Abrigo

Customer Service Representative
Department of Liquor Licenses and Control
800 West Washington St., 5th Floor
Phoenix, Arizona 85007
P: 602-364-0674 | F: 602-542-5707
cynthia.abrigo@azliquor.gov

Cynthia Abrigo

From: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Sent: Thursday, January 04, 2018 8:33 PM
To: sthathi1993@gmail.com; sthathi@aol.com
Cc: Cynthia Abrigo
Subject: 09020001 INACTIVE APP
Attachments: INACTIVE APP.pdf

SAM

Please edit, print and take to notary. Once notarized please mail original to the following address:

AZ Department of Liquor
Attn: Cynthia Abrigo
800 W Washington 5th Floor
Phoenix AZ 85007

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

Cynthia Abrigo

From: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Sent: Thursday, January 04, 2018 8:28 PM
To: Cynthia Abrigo
Subject: Re: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Cynthia

I have filled out inactive app and will forward to Suresh K Thathi. Then when notarized I will mail to you.

Thank You

Eddie Rodriguez
AZ Business Licensing
520-349-8374 cell
azliqlawtraining@aol.com

—Original Message—

From: Cynthia Abrigo <Cynthia.Abrigo@azliquor.gov>
To: Eddie, AZ Liquor Law Trainer <azliqlawtraining@aol.com>
Sent: Thu, Jan 4, 2018 3:58 pm
Subject: RE: Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Quick Pic Market- Liquor License 09020001 (Person/ Location Transfer App)

Good Afternoon Eddie,

Diagram has been received, thank you. Application fee of \$244.00 will be rung up by tomorrow morning and copy of application will be e-mailed to Cochise County. Please be aware, if liquor license 09020001 will not be in use for more than 30 day, liquor license will have to be placed on Inactive Status, please find form attached. In addition, upon issuance of Person/ Location Transfer application for liquor license 09020001, currently active liquor license 10023143 will have to be Surrendered due to Series 9 and Series 10 are not stackable liquor licenses, Deactivation form will be provided upon notice of approval.

If you have any questions or concerns, please let me know.



Cynthia Abrigo

Customer Service Representative

Department of Liquor Licenses and Control

800 West Washington St., 5th Floor

Phoenix, Arizona 85007

18 JAN 4 Lir. Lic. PM 4 00

17 DEC 18 Lir. Dept PM 3 31

17 OCT 23 Lir. Dept PM 1 27

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*****TEN DOLLARS AND NO CENTS***** lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

George Calvin Fisher, a married man dealing with his sole and separate property, hereby grants, bargains, sells and transfers unto the BUYER:

S&S Thathi, LLC, an Arizona Limited Liability Company, and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #09020001

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

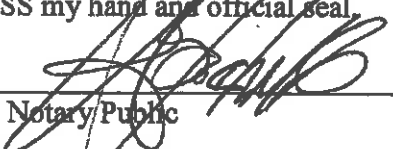
DATED: October 3, 2017

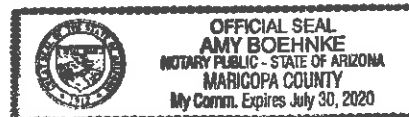

George Calvin Fisher

State of ARIZONA }ss:
County of MARICOPA

On October 3, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Calvin Fisher, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Escrow No.: 00176411

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 09020001

Issue Date: 2/3/2017

Expiration Date: 6/30/2018

Issued To:

GEORGE CALVIN FISHER, Owner

Location:

SIERRA VISTA FLOWERS & GIFTS
1400 FRY BLVD
SIERRA VISTA, AZ 85635

Mailing Address:

GEORGE CALVIN FISHER
SIERRA VISTA FLOWERS & GIFTS
1400 FRY BLVD
SIERRA VISTA, AZ 85635



POST THIS LICENSE IN A CONSPICUOUS PLACE

EXP 6/30/2018



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: January 12, 2018 Date of Posting Removal: February 6, 2018
Applicant's Name: Thathi Suresh Kumar
Last First Middle
Business Address: 62 N Oak Dr. Benson 85602
Street City Zip
License #: 09020001

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Charles R Cooper Code Compliance Officer 520-432-9270
Print Name of City/County Official Title Phone Number
Chris R Cooper 2-6-18
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

WARNING



**PREMISES
MONITORED BY
24 HOUR
VIDEO
SURVEILLANCE**

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: January 12, 2018

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD AT

Cochise County Board of Supervisors

PLACE 1415 Monterey Building Co. DATE/TIME Tuesday, Jan 15, 2018 9:00 AM

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 905-433-9200

THE LOCAL GOVERNING BODY WILL BE REQUIRED TO ATTEND TO THE STATE LIQUOR BOARD WITHIN THE BOARD SHOULD A HEARING BE HELD. THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO HOLD A HEARING TO CONSIDER THE APPLICATION OF THE LOCAL GOVERNING BODY. ANY PERSON WHOSE APPLICATION FOR A LIQUOR LICENSE IS REJECTED BY THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO REAPPLY TO THE STATE LIQUOR BOARD WITHIN THE BOARD SHOULD A HEARING BE HELD. THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO HOLD A HEARING TO CONSIDER THE APPLICATION OF THE LOCAL GOVERNING BODY. ANY PERSON WHOSE APPLICATION FOR A LIQUOR LICENSE IS REJECTED BY THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO REAPPLY TO THE STATE LIQUOR BOARD WITHIN THE BOARD SHOULD A HEARING BE HELD.

NOTICE OF ANY COMPLETION OF APPLICATION SHALL BE REQUIRED TO ATTEND TO THE STATE LIQUOR BOARD. ANY PERSON WHOSE APPLICATION FOR A LIQUOR LICENSE IS REJECTED BY THE LOCAL GOVERNING BODY SHALL BE REQUIRED TO REAPPLY TO THE STATE LIQUOR BOARD WITHIN THE BOARD SHOULD A HEARING BE HELD.

OCB

OFFICIALS OF THE COCHISE COUNTY BOARD OF SUPERVISORS

1415 MONTEREY BUILDING CO.

905-433-9200

1415 MONTEREY BUILDING CO.

905-433-9200

1415 MONTEREY BUILDING CO.

905-433-9200

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905-433-9200

1415 MONTEREY BUILDING CO.

905-433-9200

1415 MONTEREY BUILDING CO.

905-433-9200

01/12/2018

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Suresh Kumar Thathi Address: 62 N. Oak Drive
Business Name: Quick Pic Market City/Zip: Benson 85602
Liquor License #: 09020001 Parcel #: 124-15-751
Ownership Type: Limited Liability Co Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

Please advise if the property taxes for the parcel in question are current.

XXX ☐ Yes ☐ No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 1/11/2018
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 1/21/2018

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Suresh Kumar Thathi Address: 62 N. Oak Drive
Business Name: Quick Pic Market City/Zip: Benson 85602
Liquor License #: 09020001 Parcel #: 124-15-751
Ownership Type: Limited Liability Co Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

1. There have been a significant number of incidents at the named location within five (5) years prior to the application.

If so, please attach pertinent documentation.

Comments: There has not been a significant number of incidents at the above location within the last 5 years.

Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

☐

Disapproval

☐

No Recommendation

☒

Name: Richard Morales

Title: Lieutenant

Signature: _____

Date: 01/17/18

Contact phone: (520) 586-8152

Email: RDMorales@cochise.az.gov

Return completed form with any attachments by:

1/21/2018

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

Restaurant/Hotel-
Motel

Club/Government

Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Suresh Kumar Thathi Address: 62 N. Oak Drive
Business Name: Quick Pic Market City/Zip: Benson 85602
Liquor License #: 09020001 Parcel #: 124-15-751
Ownership Type: Limited Liability Co Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

Please advise if, at the time the application was filed:

1. The premises for which the license is being applied for is within 300 horizontal feet of a church; or
2. The premises for which the license is being applied for is within 300 horizontal feet of a public or private school, or a fenced recreation area adjacent to a school building.

If so, please attach pertinent documentation and drawings or maps.

Comments: Proposed site not within 300 horizontal feet of a church, public or private school, or fenced recreation area adjacent to a school building.

Based on the above information, the Planning and Zoning
Department's recommendation to the Board of Supervisors is:

Approval



Disapproval



OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y ☒ N ☐

Use permitted by P&Z? Y ☒ N ☐

Date Permit Issued: 1987

If use not permitted, is it LNC? Y ☐ N ☒

Zoning: GB – General Business

Permit#: Unable to locate original file.

Use Permitted: Convenience Store

Year LNC Established: N/A

☐ The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.

☐ The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

☐ The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.

☐ The Planning Department is currently working with the property owner on obtaining the proper permits to operate the business.

Name: Dora V Flores

Title: Zoning Administrator

Signature: Dora V Flores

Date: January 17, 2018

Contact phone: 520.432.9300

Email: dflores@cochise.az.gov

Return completed form with any attachments by:

1/21/2018

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Suresh Kumar Thathi Address: 62 N. Oak Drive
Business Name: Quick Pic Market City/Zip: Benson 85602
Liquor License #: 09020001 Parcel #: 124-15-751
Ownership Type: Limited Liability Co Liquor License ☒ Special Event Liquor License ☐
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

We would like to request your assistance in reviewing the attached application.

Please provide any pertinent information for the Board's consideration:

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

☐ The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.

X The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Michael McGee Title: Interim EH Director
Signature: *Michael McGee* Date: 1/12/18
Contact phone: 520-586-8206 Email: mmcgee@cochise.az.gov

Return completed form with any attachments by: 1/21/2018

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Over the Counter Sale

Submitted By: Melissa Belasco, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME Arlethe Rios

of PRESENTER:

TITLE

Clerk of the Board

of PRESENTER:

Mandated Function?:

Source of Mandate

or Basis for Support?:

Information

Agenda Item Text:

Approve the over-the-counter sale of tax deed properties as set forth in the attached Exhibit A, plus related administrative fees.

Background:

Three OTC bids have been received and are reflected on the attached report; in addition, the bidder will pay a \$75 administrative fee. The bid and associated payments have been received by BOS office staff for the parcels listed on the report totaling \$2,925.00 (\$2,700.00 for the bids and \$225.00 administrative fees). A total of 14 parcels were bid on.

Exhibit B has the parcels that are left over if this sale gets approved.

Mr. Gray's bid is below the minimum because he cited these reason:

- 1) The property was listed for \$1,500.00 in your recent Tax Deed Land Sale on line auction with no bids. This would indicate a value of the property of an amount far less than \$1,500.00.
- 2) The location of this property is in San Simon and is next to the interstate 10 which creates excessive noise issues and problems.
- 3) There are no significant, if any, improvements to the property.
- 4) There is a fairly weak economic climate in San Simon, Arizona.
- 5) The Real Estate market in the town of San Simon is very limited.
- 6) Past due taxes have existed on this site since 1990; that is 28 years. During this time no one has picked up the certificate of purchase which indicates a solid lack of demand for this site.

Department's Next Steps (if approved):

Deposit check 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

Exhibit A

Exhibit B

Unit	Total Parcels	Legal Description.Acres.Zoning	Minimum Bid	Proposed Bid	Bidder Name	Type of Deed	Address	City, State, Zip Code	Admin Fee
40	1	Parcel Number: 30333349 Legal Description: SAN SIMON FRAC BLK 46 Acres: 0.47 Zoning: R-9	\$1,500.00	\$250.00	Wm. Don Gray	SP-Single Person as Sole Owner	17452 N. 2nd Ave.	Phoenix, AZ 85023	\$75.00
83	1	Parcel Number: 40629501 Legal Description: COCHISE COLLEGE PARK #10 LOT 3804 Acres: 0.32 Zoning: SR-12	\$1,800.00	\$1,825.00	Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	\$75.00
	1	Parcel Number: 40629502 Legal Description: COCHISE COLLEGE PARK #10 LOT 3805 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629503 Legal Description: COCHISE COLLEGE PARK #10 LOT 3806 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629504 Legal Description: COCHISE COLLEGE PARK #10 LOT 3807 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629505 Legal Description: COCHISE COLLEGE PARK #10 LOT 3808 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629506 Legal Description: COCHISE COLLEGE PARK #10 LOT 3809 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629507 Legal Description: COCHISE COLLEGE PARK #10 LOT 3810 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629508 Legal Description: COCHISE COLLEGE PARK #10 LOT 3811 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629509 Legal Description: COCHISE COLLEGE PARK #10 LOT 3812 Acres: 0.34 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	

	1	Parcel Number: 40629610 Legal Description: COCHISE COLLEGE PARK #10 LOT 3924 Acres: 0.32 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 40629611 Legal Description: COCHISE COLLEGE PARK #10 LOT 3925 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
	1	Parcel Number: 4062912 Legal Description: COCHISE COLLEGE PARK #10 LOT 3926 Acres: 0.33 Zoning: SR-12			Homegrown Fund, LLC	Co-Commercial	4856 E. Baseline Rd., Suite 106	Mesa, AZ 85206	
44	1	Parcel Number: 40141238 Legal Description: SUN SITES RANCHES #2 LOT 304 Acres: 2.59 Zoning: R-36	\$525.00	\$625.00	Jesus Francisco Rodriguez	MP-Married Person as Sole Owner	102 Turquoise St.	Bisbee, AZ 85603	\$75.00

14

\$3,825.00 \$2,700.00

\$225.00

Total \$2,925.00

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
1	10671180	SECOND ADDN TO FRY LOT 24 BLK 13	0.193	MH-72	\$15,000.00
6	20309010	TWIN LAKES COUNTRY CLUB #9 LOT 5584	0.25	SR-8	\$4,000.00
	20309011	TWIN LAKES COUNTRY CLUB #9 LOT 5583	0.25	SR-8	
	20309012	TWIN LAKES COUNTRY CLUB #9 LOT 5582	0.25	SR-8	
	20309013	TWIN LAKES COUNTRY CLUB #9 LOT 5581	0.25	SR-8	
	20309014	TWIN LAKES COUNTRY CLUB #9 LOT 5580	0.25	SR-8	
	20309015	TWIN LAKES COUNTRY CLUB #9 LOT 5579	0.25	SR-8	
	20309016	TWIN LAKES COUNTRY CLUB #9 LOT 5578	0.25	SR-8	
	20309017	TWIN LAKES COUNTRY CLUB #9 LOT 5577	0.25	SR-8	
	20309018	TWIN LAKES COUNTRY CLUB #9 LOT 5576	0.26	SR-8	
	20309019	TWIN LAKES COUNTRY CLUB #9 LOT 5551	0.26	SR-8	
	20309020	TWIN LAKES COUNTRY CLUB #9 LOT 5550	0.25	SR-8	
	20309021	TWIN LAKES COUNTRY CLUB #9 LOT 5549	0.25	SR-8	
	20309022	TWIN LAKES COUNTRY CLUB #9 LOT 5548	0.25	SR-8	
	20309023	TWIN LAKES COUNTRY CLUB #9 LOT 5547	0.25	SR-8	
	20309024	TWIN LAKES COUNTRY CLUB #9 LOT 5546	0.25	SR-8	
	20309025	TWIN LAKES COUNTRY CLUB #9 LOT 5545	0.25	SR-8	
	20309026	TWIN LAKES COUNTRY CLUB #9 LOT 5544	0.25	SR-8	
	20309027	TWIN LAKES COUNTRY CLUB #9 LOT 5543	0.25	SR-8	
7	20309128	TWIN LAKES COUNTRY CLUB #9 LOT 5491	0.25	SR-8	\$2,000.00
	20309129	TWIN LAKES COUNTRY CLUB #9 LOT 5490	0.25	SR-8	
	20309130	TWIN LAKES COUNTRY CLUB #9 LOT 5489	0.25	SR-8	
	20309131	TWIN LAKES COUNTRY CLUB #9 LOT 5488	0.25	SR-8	
	20309132	TWIN LAKES COUNTRY CLUB #9 LOT 5487	0.25	SR-8	
	20309133	TWIN LAKES COUNTRY CLUB #9 LOT 5506	0.25	SR-8	
	20309134	TWIN LAKES COUNTRY CLUB #9 LOT 5505	0.25	SR-8	
	20309135	TWIN LAKES COUNTRY CLUB #9 LOT 5504	0.25	SR-8	
	20309136	TWIN LAKES COUNTRY CLUB #9 LOT 5503	0.25	SR-8	
	20309137	TWIN LAKES COUNTRY CLUB #9 LOT 5502	0.24	SR-8	
8	20309143	TWIN LAKES COUNTRY CLUB #9 LOT 5516	0.25	SR-8	\$2,000.00
	20309144	TWIN LAKES COUNTRY CLUB #9 LOT 5515	0.25	SR-8	
	20309145	TWIN LAKES COUNTRY CLUB #9 LOT 5514	0.25	SR-8	
	20309146	TWIN LAKES COUNTRY CLUB #9 LOT 5513	0.25	SR-8	
	20309147	TWIN LAKES COUNTRY CLUB #9 LOT 5512	0.25	SR-8	
	20309158	TWIN LAKES COUNTRY CLUB #9 LOT 5521	0.25	SR-8	
	20309159	TWIN LAKES COUNTRY CLUB #9 LOT 5520	0.25	SR-8	
	20309160	TWIN LAKES COUNTRY CLUB #9 LOT 5519	0.25	SR-8	
	20309161	TWIN LAKES COUNTRY CLUB #9 LOT 5518	0.25	SR-8	
	20309162	TWIN LAKES COUNTRY CLUB #9 LOT 5517	0.25	SR-8	
9	20309168	TWIN LAKES COUNTRY CLUB #9 LOT 5481	0.25	SR-8	\$2,000.00
	20309169	TWIN LAKES COUNTRY CLUB #9 LOT 5480	0.25	SR-8	
	20309170	TWIN LAKES COUNTRY CLUB #9 LOT 5479	0.25	SR-8	
	20309171	TWIN LAKES COUNTRY CLUB #9 LOT 5478	0.25	SR-8	
	20309172	TWIN LAKES COUNTRY CLUB #9 LOT 5477	0.25	SR-8	
	20309173	TWIN LAKES COUNTRY CLUB #9 LOT 5476	0.25	SR-8	
	20309174	TWIN LAKES COUNTRY CLUB #9 LOT 5475	0.25	SR-8	
	20309175	TWIN LAKES COUNTRY CLUB #9 LOT 5474	0.25	SR-8	
	20309176	TWIN LAKES COUNTRY CLUB #9 LOT 5473	0.25	SR-8	
	20309177	TWIN LAKES COUNTRY CLUB #9 LOT 5472	0.25	SR-8	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
10	20309229	TWIN LAKES COUNTRY CLUB #9 LOT 5046	0.33	SR-8	\$1,000.00
	20309230	TWIN LAKES COUNTRY CLUB #9 LOT 5047	0.31	SR-8	
	20309231	TWIN LAKES COUNTRY CLUB #9 LOT 5008	0.24	SR-8	
	20309232	TWIN LAKES COUNTRY CLUB #9 LOT 5009	0.24	SR-8	
	20309233	TWIN LAKES COUNTRY CLUB #9 LOT 5010	0.24	SR-8	
	20309234	TWIN LAKES COUNTRY CLUB #9 LOT 5011	0.27	SR-8	
13	20309437	TWIN LAKES COUNTRY CLUB #9 LOT 4954	0.34	SR-8	\$1,500.00
	20309438	TWIN LAKES COUNTRY CLUB #9 LOT 4953	0.34	SR-8	
	20309443	TWIN LAKES COUNTRY CLUB #9 LOT 4975	0.25	SR-8	
	20309444	TWIN LAKES COUNTRY CLUB #9 LOT 4974	0.25	SR-8	
	20309445	TWIN LAKES COUNTRY CLUB #9 LOT 4973	0.25	SR-8	
	20309446	TWIN LAKES COUNTRY CLUB #9 LOT 4972	0.25	SR-8	
	20309447	TWIN LAKES COUNTRY CLUB #9 LOT 4971	0.25	SR-8	
	20309448	TWIN LAKES COUNTRY CLUB #9 LOT 4970	0.25	SR-8	
14	20309469	TWIN LAKES COUNTRY CLUB #9 LOT 5134	0.36	SR-8	\$1,000.00
	20309470	TWIN LAKES COUNTRY CLUB #9 LOT 5135	0.39	SR-8	
	20309471	TWIN LAKES COUNTRY CLUB #9 LOT 5136	0.39	SR-8	
	20309472	TWIN LAKES COUNTRY CLUB #9 LOT 5137	0.25	SR-8	
	20309473	TWIN LAKES COUNTRY CLUB #9 LOT 5138	0.25	SR-8	
	20309474	TWIN LAKES COUNTRY CLUB #9 LOT 5139	0.25	SR-8	
17	20309572	TWIN LAKES COUNTRY CLUB #9 LOT 5290	0.25	SR-8	\$3,000.00
	20309573	TWIN LAKES COUNTRY CLUB #9 LOT 5291	0.25	SR-8	
	20309574	TWIN LAKES COUNTRY CLUB #9 LOT 5292	0.28	SR-8	
	20309575	TWIN LAKES COUNTRY CLUB #9 LOT 5293	0.28	SR-8	
	20309576	TWIN LAKES COUNTRY CLUB #9 LOT 5294	0.29	SR-8	
	20309577	TWIN LAKES COUNTRY CLUB #9 LOT 5295	0.25	SR-8	
	20309578	TWIN LAKES COUNTRY CLUB #9 LOT 5296	0.25	SR-8	
	20309579	TWIN LAKES COUNTRY CLUB #9 LOT 5297	0.25	SR-8	
	20309580	TWIN LAKES COUNTRY CLUB #9 LOT 5298	0.25	SR-8	
	20309588	TWIN LAKES COUNTRY CLUB #9 LOT 5306	0.25	SR-8	
	20309589	TWIN LAKES COUNTRY CLUB #9 LOT 5307	0.25	SR-8	
	20309590	TWIN LAKES COUNTRY CLUB #9 LOT 5308	0.25	SR-8	
	20309591	TWIN LAKES COUNTRY CLUB #9 LOT 5309	0.25	SR-8	

Unit ID	Parcel #	Legal Description	Acres	Zoning	Minimum Unit Bid
19	20314034	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5617	2.23	SR-8	\$15,000.00
	20314045	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5618	2.21	SR-8	
	20314046	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5619	2.22	SR-8	
	20314047	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5620	2.21	SR-8	
	20314048	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5621	2.21	SR-8	
	20314140	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5751	2.2	SR-8	
	20314141	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5750	2.2	SR-8	
	20314142	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5749	2.2	SR-8	
	20314143	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5764	2.2	SR-8	
	20314144	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5763	2.2	SR-8	
	20314145	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5762	2.2	SR-8	
	20314146	TWIN LAKES COUNTRY CLUB #10 AMENDED LOT 5761	2.2	SR-8	
21	20342110	COCHISE COUNTRY CLUB #3 LOT 1110	0.19	SR-8	\$5,000.00
	20342113	COCHISE COUNTRY CLUB #3 LOT 1113	0.19	SR-8	
	20342114	COCHISE COUNTRY CLUB #3 LOT 1114	0.19	SR-8	
	20342115	COCHISE COUNTRY CLUB #3 LOT 1115	0.19	SR-8	
	20342118	COCHISE COUNTRY CLUB #3 LOT 1118	0.19	SR-8	
	20342120	COCHISE COUNTRY CLUB #3 LOT 1120	0.19	SR-8	
	20342121	COCHISE COUNTRY CLUB #3 LOT 1121	0.17	SR-8	
	20342123	COCHISE COUNTRY CLUB #3 LOT 1123	0.16	SR-8	
	20342124	COCHISE COUNTRY CLUB #3 LOT 1124	0.2	SR-8	
	20342125	COCHISE COUNTRY CLUB #3 LOT 1125	0.14	SR-8	
	20342126	COCHISE COUNTRY CLUB #3 LOT 1126	0.14	SR-8	
	20342127	COCHISE COUNTRY CLUB #3 LOT 1127	0.14	SR-8	
	20342128	COCHISE COUNTRY CLUB #3 LOT 1128	0.14	SR-8	
	20342129	COCHISE COUNTRY CLUB #3 LOT 1129	0.14	SR-8	
	20342130	COCHISE COUNTRY CLUB #3 LOT 1130	0.14	SR-8	
	20342131	COCHISE COUNTRY CLUB #3 LOT 1131	0.14	SR-8	
	20342133	COCHISE COUNTRY CLUB #3 LOT 1133	0.14	SR-8	
	20342135	COCHISE COUNTRY CLUB #3 LOT 1135	0.14	SR-8	
	20342136	COCHISE COUNTRY CLUB #3 LOT 1136	0.14	SR-8	
	20342137	COCHISE COUNTRY CLUB #3 LOT 1137	0.14	SR-8	
	20342139	COCHISE COUNTRY CLUB #3 LOT 1139	0.14	SR-8	
47	40153031	SUN SITES RANCHES #3 LOT 31 BLK 36	5.03	RU-4	\$6,000.00
	40153032	SUN SITES RANCHES #3 LOT 32 BLK 36	5.03	RU-4	
49	40444078	VALLEY SPRINGS #6 LOT 126	4.73	RU-4	\$4,500.00
50	40566208	CASA ADOBE #2 LOT 14 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	\$1,500.00
	40566209	CASA ADOBE #2 LOT 15 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566210	CASA ADOBE #2 LOT 16 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566211	CASA ADOBE #2 LOT 17 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.16	SR-8	
	40566212	CASA ADOBE #2 LOT 18 BLK 57 TOGETHER WITH A POR OF THE E2 OF ABANDONED ALLEY	0.23	SR-8	
	40566213	CASA ADOBE #2 LOT 1 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.23	SR-8	
	40566214	CASA ADOBE #2 LOT 2 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566215	CASA ADOBE #2 LOT 3 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566216	CASA ADOBE #2 LOT 4 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566217	CASA ADOBE #2 LOT 5 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566218	CASA ADOBE #2 LOT 6 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566219	CASA ADOBE #2 LOT 7 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566220	CASA ADOBE #2 LOT 8 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.16	SR-8	
	40566221	CASA ADOBE #2 LOT 9 BLK 57 TOGETHER WITH A POR OF THE W2 OF ABANDONED ALLEY	0.18	SR-8	
68	40623406	COCHISE COLLEGE PARK #6 LOT 968	0.15	MH-72	\$600.00

Regular Board of Supervisors Meeting**Board of Supervisors****Meeting Date:** 02/13/2018

Notice of Claim SSVEC 105-16-030 and 208-84-003E

Submitted By: Kim Lemons, Board of Supervisors**Department:** Board of Supervisors**Presentation:** No A/V Presentation**Document Signatures:****Recommendation:****# of ORIGINALS****Submitted for Signature:****NAME** Ted Offutt**of PRESENTER:****TITLE**

Chief Appraiser

of PRESENTER:**Mandated Function?:****Source of Mandate****or Basis for Support?:****Information****Agenda Item Text:**

Sitting as the Cochise County Board of Equalization, the Board of Supervisors will uphold or amend the Assessor's decision for the Taxpayer Notice of Claim for parcel numbers 105-16-030 and 208-84-003E.

Background:

SSVEC filed a Taxpayer Notice of Claim. Ted Offutt, Chief Appraiser, disputed the claim of error. SSVEC then filed a petition for Review of Taxpayer Notice of Claim with the Board of Equalization within the allotted 90 days. The Board is required by statute to hear the case and render a decision within 30 days.

The Petition was postmarked on January 26, 2018. The Board must make a decision by February 26, 2018.

Department's Next Steps (if approved):

Send a decision letter to the petitioner with copies to the Assessor and the Treasurer.

Impact of NOT Approving/Alternatives:

Will not be in statutory compliance after February 26, 2018

To BOS Staff: Document Disposition/Follow-Up:

See 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**

Petitions

Hearing Notice Letter

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.

Received by m.
Belleco 1/26/11
@ 12:19pm via usps
mail

- File this petition within **90 DAYS** of the date of the meeting with the Tax Officer. Include a copy of the Notice of Claim and 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 7 where applicable.

1. COUNTY COCHISE PARCEL ID: 105-16-030
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 IN NE M&B BEG 100' W OF NE COR OF NE S150' W300' ETC

4A. TYPE OR PRINT OWNER'S NAME AND ADDRESS AS LISTED ON TAX ROLL:
SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE

311 E WILLCOX DRIVE

SIERRA VISTA, A 85635

4B. MAIL DECISION TO:
C/O RON LEE - CONTROLLER

5. COMPLETED BY: (Owner, Agent, or Attorney) OWNER

AGENTS ONLY: State Board of Appraisal # _____

SBOE # _____ (Pima and Maricopa Counties Only)

6. **BASIS FOR THIS PETITION:** Additional documents submitted must contain the parcel ID 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 ☐ OTHER ☒

PLEASE SEE ATTACHED EXPLANATION AND MAP

2017 TAX YEAR Current Year	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2016 TAX YEAR One Year Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2015 TAX YEAR Two Years Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2014 TAX YEAR Three Years Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>

7. I hereby request that the petition 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.

X SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE

DATE 1/22/18

IN PIMA AND MARICOPA COUNTIES ONLY:

If you want this appeal to be heard on the record check here ☐ and submit any additional written or typed information with this form. This means that neither you nor the Tax Officer will appear in person before the State Board of Equalization to offer oral testimony.

BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION: _____				
DATE RECEIVED _____		DATE DECISION MAILED _____		CHAIRMAN OR CLERK OF THE BOARD _____

BASIS FOR CLAIM AND REQUESTED CORRECTION FOR 105-16-030:

THIS PARCEL IS ALSO ASSESSED ON THE CENTRALLY VALUED ROLL ON PARCEL 961-26-800. ORIGINAL CLAIM DENIED BECAUSE THE ASSESSOR CLAIMS PROPERTY IS NOT "ACTIVELY USED BY UTILITY COMPANY TO BE INVENTORIED ON CVP ASSESSMENT ROLL" AND THAT "THE PROPERTY IS VACANT" SO THEREFORE MUST BE ASSESSED ON THE LOCAL ROLL.

THIS PROPERTY CAN BE CONSIDERED VACANT IN SO FAR THAT THERE ARE NO IMPROVEMENTS TO THE PROPERTY; BUT THERE IS 3 PHASE DISTRIBUTION LINE AND DISTRIBUTION POLES THAT ARE LOCATED ALONG THE EAST SIDE OF THIS PARCEL (SEE ATTACHED MAP). THESE LINES AND POLES ARE OWNED AND MAINTAINED BY SSVEC. THESE LINES ARE ACTIVELY USED; THEREFORE THIS PROPERTY IS ACTIVELY USED.

SSVEC HAS BEEN WORKING ON A PROJECT THAT WILL RELOCATED THE DISTRIBUTION LINE RUNNING ALONG THE NORTH SIDE OF THE PROPERTY ON THE SOUTH LINE OF PARCEL 105-05-007. THE NEW LINE WILL RUN ALONG THE NORTH LINE OF SSVEC PARCEL 105-16-030. OUR CREWS HAVE BEEN ON THE PROPERTY FOR SURVEYING, STAKING, AND EASEMENT PURPOSES, SO THEY HAVE BEEN ACTIVELY USING THAT PARCEL.

THIS PROPERTY SHOULD BE VALUED ON THE CVP ASSESSMENT ROLL.

PLEASE NOTE THAT THE PARCEL LINES DO NOT ALIGN WITH THE AERIAL IN THIS AREA (BUT THEY ARE CLOSE).



105-16-030

SSVEC

**PETITION FOR REVIEW
OF
NOTICE OF CLAIM**

Legend

- Parcel selection
- Primary OH Line Section
- <all other values>
- Phasing Code
- A
- B
- C
- AB
- AC
- BC
- ABC



1 in = 50 ft
Date: 1/19/2018
Prepared by: R. Bigelow



TAXPAYER NOTICE OF CLAIM - REAL PROPERTY

Pursuant to A.R.S. § 42-16254

FOR OFFICIAL USE ONLY

Filed with the following Tax Officer:

- ☒ 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 RECEIVED _____
 NUMBER 20171002011

DATE FILED: _____ NOTE: IF MAILED, SEND CERTIFIED

1. COUNTY: COCHISE PARCEL ID: 105-16-030
 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: in NE M & B beg 100' W OF NE COR OF NE S150' W300' ETC

4A. OWNER'S NAME AND ADDRESS AS SHOWN ON TAX ROLL:
SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE
311 E WILCOX DR
SIERRA VISTA, AZ 85635

4B. MAIL DECISION TO:
C/O RON LEE

5. BASIS FOR CLAIM AND REQUESTED CORRECTION:

THIS PARCEL IS ALSO ASSESSED ON THE CENTRALLY VALUED ROLL ON PARCEL #961-26-800

2017 TAX YEAR Current Year	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2016 TAX YEAR One Year Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2015 TAX YEAR Two Years Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>
2014 TAX YEAR Three Years Prior	FROM (Currently) LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	LAND <u>252,000</u> IMPS <u>0</u> FCV <u>252,000</u> LPV <u>252,000</u>	TO (Proposed correction): LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	LAND <u>0</u> IMPS <u>0</u> FCV <u>0</u> LPV <u>0</u>

6. COMPLETED BY: (Owner, Agent, or Attorney)

OWNER-RON LEE-CONTROLLER

(520) 515-3482

NAME / ADDRESS

TELEPHONE NUMBER

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER _____

Include a current Agency Authorization Form (82130AA) with this notice.

SOBE NUMBER _____

(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.

☒ TAX OFFICER DISPUTES CLAIM OF ERROR BASED ON THE FOLLOWING:

Property is properly inventoried on the local assessment roll. Parcel must be actively used by utility company to be inventoried on CVP assessment roll. Parcel is currently vacant.

☒ NOTICE OF MEETING: A meeting to discuss your claim has been scheduled as follows.

12-12-17 10:00 A.M. TELEPHONIC

Date Time Location

T. OFFUTT, CHIEF APPRAISER

Name and Title of Tax Officer's Representative (Please Print or Type)

[Signature] 12-01-17 (520) 432-8650

Signature of Tax Officer's Representative Date Telephone Number

FOR OFFICIAL USE ONLY

\$19,500



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.ar.gov

Philip S. Leindecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS of:

☒ NOTICE OF CLAIM

☐ NOTICE OF PROPOSED CORRECTION

Owner's Name: SULPHUR SPRINGS VALLEY ELECTRIC CO-OP IN

Parcel #: 105-16-030

P. P. Taxpayer I.D. #: _____

Notice of Claim / Error #: 20171002011

Date: 12-01-17

RESULTS OF REVIEW:

ASSESSOR DISPUTES CLAIM OF ERROR.

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		
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		

SIGNATURE OF TAXING AUTHORITY REP.

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.

Received by
m. Bilek
11/26/18 @ 12:1
via USPS mail

- File this petition within **90 DAYS** of the date of the meeting with the Tax Officer. Include a copy of the Notice of Claim and 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 7 where applicable.

1. COUNTY COCHISE PARCEL ID: 208-84-003E
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 OCOTILLO GRANDE RANCHES SURVEY POR OF NE4 OF LOT 42

4A. TYPE OR PRINT OWNER'S NAME AND ADDRESS AS LISTED ON TAX ROLL: <u>SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE</u> <u>311 E WILLCOX DRIVE</u> <u>SIERRA VISTA, A 85635</u>	4B. MAIL DECISION TO: <u>C/O RON LEE - CONTROLLER</u>
--	---

5. COMPLETED BY: (Owner, Agent, or Attorney) OWNER

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

6. **BASIS FOR THIS PETITION:** Additional documents submitted must contain the parcel ID 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 ☐ OTHER ☒

PLEASE SEE ATTACHED EXPLANATION AND MAP

TAX YEAR	FROM (Currently)	LAND	IMPS	FCV	LPV	TO (Proposed correction):	LAND	IMPS	FCV	LPV
2017 Current Year	LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	<u>10,060</u>	<u>0</u>	<u>10,060</u>	<u>10,060</u>	LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
2016 One Year Prior	LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>15</u> LPV ASSMT RATIO <u>15</u>	<u>10,060</u>	<u>0</u>	<u>10,060</u>	<u>10,060</u>	LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
2015 Two Years Prior	LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	<u>10,060</u>	<u>0</u>	<u>10,060</u>	<u>10,060</u>	LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
2014 Three Years Prior	LEGAL CLASS <u>2.R</u> FCV ASSMT RATIO <u>16</u> LPV ASSMT RATIO <u>16</u>	<u>10,060</u>	<u>0</u>	<u>10,060</u>	<u>10,060</u>	LEGAL CLASS <u>0</u> FCV ASSMT RATIO <u>0</u> LPV ASSMT RATIO <u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

7. I hereby request that the petition 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:

If you want this appeal to be heard on the record check here ☐ and submit any additional written or typed information with this form. This means that neither you nor the Tax Officer will appear in person before the State Board of Equalization to offer oral testimony.

X SIGNATURE OF PROPERTY OWNER OR REPRESENTATIVE

DATE 1/22/18

BOARD OF EQUALIZATION DECISION	FULL CASH VALUE \$	LIMITED PROPERTY VALUE \$	LEGAL CLASS	ASMT RATIO
BASIS FOR DECISION: _____				
DATE RECEIVED		DATE DECISION MAILED		CHAIRMAN OR CLERK OF THE BOARD

DOR 82179C-1 (04/2015)

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY



208-84-003E
SSVEC

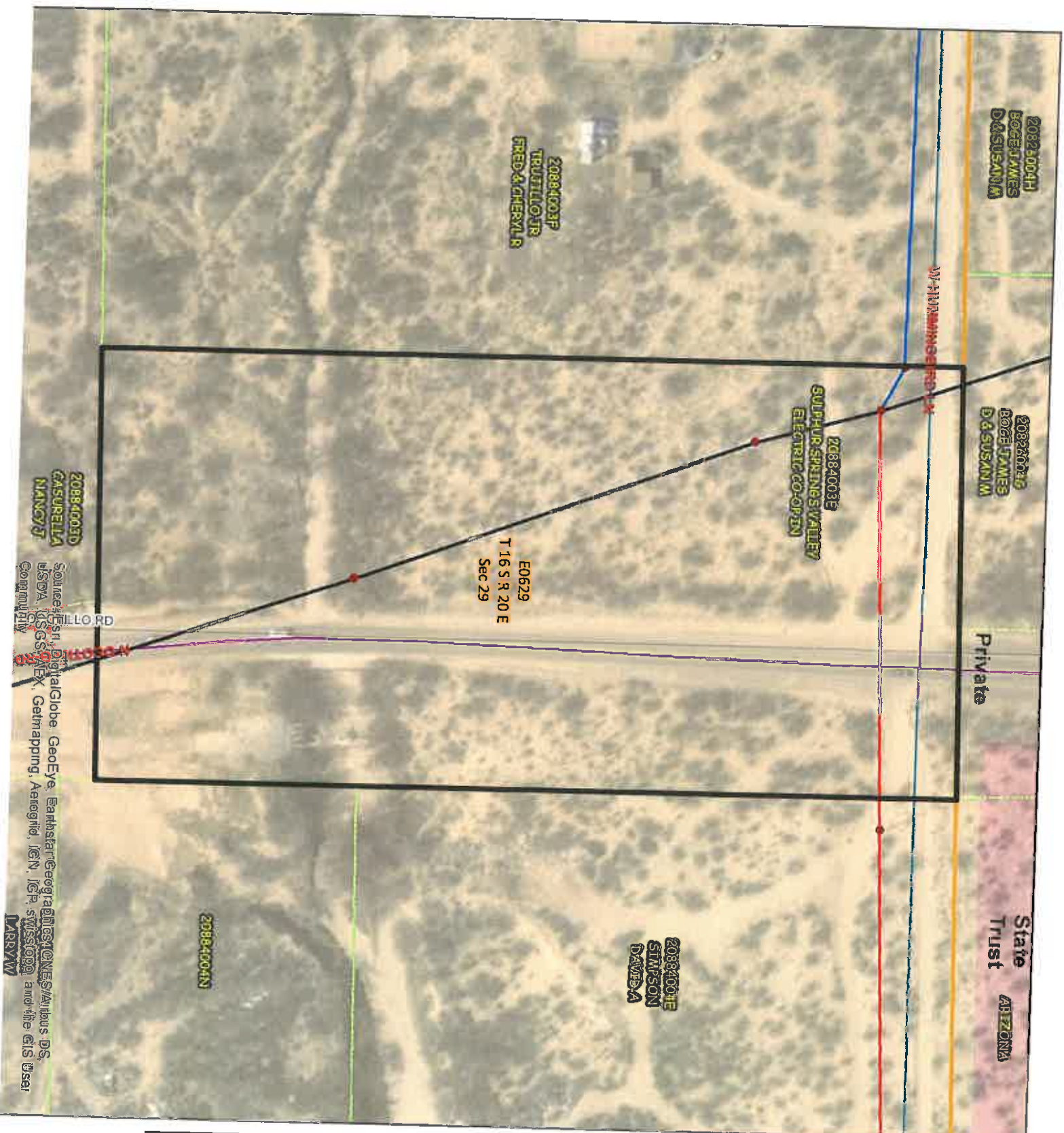
PETITION FOR REVIEW
OF
NOTICE OF CLAIM

Legend

- 208-84-003E
- Primary OH Line Section
- <all other values>
- Phasing Code
- A
- B
- C
- AB
- AC
- BC
- ABC



1 in = 100 ft
Date: 1/19/2018
Prepared by: R. Biscow



Sources: Esri, DigitalGlobe, GeoEye, Earthstar (Google), CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, ICA, Swisstopo, and the GIS User Community

BASIS FOR CLAIM AND REQUESTED CORRECTION FOR 208-84-003E:

THIS PARCEL IS ALSO ASSESSED ON THE CENTRALLY VALUED ROLL ON PARCEL #961-20-900. ORIGINAL CLAIM DENIED BECAUSE THE ASSESSOR CLAIMS PROPERTY IS NOT "ACTIVELY USED BY UTILITY COMPANY TO BE INVENTORIED ON CVP ASSESSMENT ROLL" AND THAT "THE PROPERTY IS VACANT" SO THEREFORE MUST BE ASSESSED ON THE LOCAL ROLL.

THIS PROPERTY CAN BE CONSIDERED VACANT IN SO FAR THAT THERE ARE NO IMPROVEMENTS TO THE PROPERTY; BUT THERE IS A 3 PHASE DISTRIBUTION LINE, SINGLE PHASE DISTRIBUTION LINES, AND DISTRIBUTION POLES THAT CROSS AND ARE LOCATED ON THE PROPERTY (SEE ATTACHED MAP). THESE LINES AND POLES ARE OWNED AND MAINTAINED BY SSVEC. THESE LINES ARE ACTIVELY USED; THEREFORE THIS PROPERTY IS ACTIVELY USED.

THIS PROPERTY SHOULD BE VALUED ON THE CVP ASSESSMENT ROLL.

TAXPAYER NOTICE OF CLAIM - REAL PROPERTY

Pursuant to A.R.S. § 42-18254

FOR OFFICIAL USE ONLY

Filed with the following Tax Officer:

- ☒ 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 RECEIVED

NUMBER 20171002012

DATE FILED: _____ NOTE: IF MAILED, SEND CERTIFIED

1. COUNTY: COCHISE PARCEL ID: 208-84-003E
 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: OCTILLO GRANDE RANCHES SURVEY OF LOT NE OF 4

4A. OWNER'S NAME AND ADDRESS AS SHOWN ON TAX ROLL:
 SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE
 311 E WILCOX DR
 SIERRA VISTA, AZ 85635

4B. MAIL DECISION TO:
 C/O RON LEE

5. BASIS FOR CLAIM AND REQUESTED CORRECTION:

THIS PARCEL IS ALSO ASSESSED ON THE CENTRALLY VALUED ROLL ON PARCEL #961-20-900

2017 TAX YEAR Current Year	FROM (Currently) LEGAL CLASS 2.R FCV ASSMT RATIO 15 LPV ASSMT RATIO 15	LAND 10,060 IMPS 0 FCV 10,060 LPV 10,060	TO (Proposed correction): LEGAL CLASS 0 FCV ASSMT RATIO 0 LPV ASSMT RATIO 0	LAND 0 IMPS 0 FCV 0 LPV 0
2016 TAX YEAR One Year Prior	FROM (Currently) LEGAL CLASS 2.R FCV ASSMT RATIO 15 LPV ASSMT RATIO 15	LAND 10,060 IMPS 0 FCV 10,060 LPV 10,060	TO (Proposed correction): LEGAL CLASS 0 FCV ASSMT RATIO 0 LPV ASSMT RATIO 0	LAND 0 IMPS 0 FCV 0 LPV 0
2015 TAX YEAR Two Years Prior	FROM (Currently) LEGAL CLASS 2.R FCV ASSMT RATIO 16 LPV ASSMT RATIO 16	LAND 10,060 IMPS 0 FCV 10,060 LPV 10,060	TO (Proposed correction): LEGAL CLASS 0 FCV ASSMT RATIO 0 LPV ASSMT RATIO 0	LAND 0 IMPS 0 FCV 0 LPV 0
2014 TAX YEAR Three Years Prior	FROM (Currently) LEGAL CLASS 2.R FCV ASSMT RATIO 16 LPV ASSMT RATIO 16	LAND 10,060 IMPS 0 FCV 10,060 LPV 10,060	TO (Proposed correction): LEGAL CLASS 0 FCV ASSMT RATIO 0 LPV ASSMT RATIO 0	LAND 0 IMPS 0 FCV 0 LPV 0

6. COMPLETED BY: (Owner, Agent, or Attorney)

OWNER-RON LEE-CONTROLLER

NAME / ADDRESS

(520) 515-3482

TELEPHONE NUMBER

AGENTS ONLY: STATE BOARD OF APPRAISAL NUMBER

Include a current Agency Authorization Form (82130AA) with this notice.

SBOE NUMBER

(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

☐ TAX OFFICER CONSENTS TO CLAIM OF ERROR.

☒ TAX OFFICER DISPUTES CLAIM OF ERROR BASED ON THE FOLLOWING:

Property is properly inventoried on local assessment roll. Parcel must be actively used by utility company to be inventoried on CVP assessment roll. Parcel is currently vacant.

☒ NOTICE OF MEETING: A meeting to discuss your claim has been scheduled as follows.

12-12-17 Date 10:00 A.M. Time TELEPHONIC Location

T. OFFUTT, CHIEF APPRAISER

Name and title of Tax Officer's Representative (Please Print or Type)

Signature of Tax Officer's Representative

12-01-17 Date

(520) 432-8650 Telephone Number

DOR 821795 (01/2015)

FOR OFFICIAL USE ONLY

\$ 78500



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.co.gov

Philip S. Leindecker
Assessor

Felix Dagnino
Chief Deputy Assessor

RESULTS of:

☒ NOTICE OF CLAIM

☐ NOTICE OF PROPOSED CORRECTION

Owner's Name: SULPHUR SPRINGS VALLEY ELECTRIC CO-OP IN

Parcel #: 208-84-003E

P. P. Taxpayer I.D. #: _____

Notice of Claim / Error #: 20171002012

Date: 12-01-17

RESULTS OF REVIEW:

ASSESSOR DISPUTES CLAIM OF ERROR.

RESULTS OF DISPUTED REVIEW:

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

SIGNATURE OF TAXING AUTHORITY REP



Cochise County Board of Supervisors

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

ANN ENGLISH
Chairman
District 2

EDWARD T. GILLIGAN
County Administrator

PATRICK G. CALL
Vice-Chairman
District 1

ARLETHE G. RIOS
Clerk of the Board

PEGGY JUDD
Supervisor
District 3

January 30, 2018

SSVEC
311 E Willcox Drive
Sierra Vista AZ 85635

Subject: Petition for Review of Taxpayer Notice of Claim for Parcel No. 105-16-030 and
208-84-003E

Dear Mr. Lee:

The Cochise County Board of Supervisors, acting as the County Board of Equalization has
scheduled a hearing regarding your review for the above listed parcels on:

Tuesday, February 13, 2018
10:00 A.M.
Cochise County Board of Supervisors' Hearing Room
1415 Melody Lane, Building G
Bisbee, AZ 85603

It is to your advantage to attend this hearing and bring with you all supporting documentation.
Should you wish to attend the meeting by telephone, please supply a number where we can call
you and copies of any supporting documentation.

Sincerely,

Melissa Belasco
Administrative Assistant

cc: Assessor

Regular Board of Supervisors Meeting**Meeting Date:** 02/13/2018

Immunization Services

Submitted By: Briggita Hodges, Health & Social Services**Department:** Health & Social Services**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS** 0**Submitted for Signature:****NAME of PRESENTER:** Kathy LaCombe**TITLE of PRESENTER:** Program Coordinator, Immunizations**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 Intergovernmental Agreement (IGA) #ADHS18-177676 for immunization services between the Arizona Department of Health Services and Cochise Health & Social Services for the period of January 1, 2018 through December 31, 2022 in which funding for the six months from January 1 through June 30, 2018 totals \$75,891, at which point the funding cycle will revert to 12-month periods.

Background:

CHSS has received funds for its Immunization Program since 1993 to deliver immunization services to County residents. The State, through agreements with CDC, provides the vaccine to us free of charge. The grant funds pay for management, staffing, outreach, and operating costs of this program.

Our services, which are free for all uninsured or underinsured children effective 10/1/2012, include: immunizing children against vaccine preventable diseases during the course of their childhood, maintaining their vaccination records in accordance with state and national requirements, and assisting school age children with required vaccinations in order to meet school registration and advancement requirements. The Public Health Nurses at all five Health Department locations conduct regular clinics at least weekly (which are heavily attended), special 'Back-to-School' clinics, annual involvement in Kindergarten Round-up, and additional walk-in Influenza vaccination clinics during the peak of "Flu season". Schedules have been expanded in Douglas to additional half-day clinics to address the increased demand in this community.

This agreement modifies the scope of work by including minor changes to the previously contracted tasks such as review of AFIX reports, enhanced compliance with VFC and VFA materials and supplies management, and increased collaboration with schools to improve vaccine rates. The price sheet has not changed for this contract period.

Department's Next Steps (if approved):

Your approvals are respectfully requested

Impact of NOT Approving/Alternatives:

Noncompliance with the IGA scope of work, and cessation of the Immunization Program for Cochise County children.

To BOS Staff: Document Disposition/Follow-Up:

No follow-up is required.

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: 2018-2019

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

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

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

A-87 Overhead Amt? (Co. Cost Allocation \$\$\$): 39720

Source of Funding?:

Fiscal Impact & Funding Sources (if known):

Budgeted Salaries/EREs	\$72,390
A-87 OH @ 54.87%	\$39,720
5% Small-Grant OH	\$3,795
Net County Subsidy	\$35,925

Attachments

Executive Summary

Grant Approval Form

IGA Contract

Executive Summary Form Agenda Quick Item #3803

Recommendation:

Approve IGA# ADHS18-177676, Immunization Services, between the Arizona Department of Health Services and Cochise Health & Social Services for the period of 1/1/18 – 12/31/22. Funding for the six months from January 1 through June 30, 2018 totals \$75,891, at which point the funding cycle will revert to 12-month periods.

Background (Brief):

CHSS has received funds for its Immunization Program since 1993 to deliver immunization services to County residents. The State through agreements with CDC provides the vaccine to us free of charge. The grant funds pay for management, staffing, outreach, and operating costs of this program.

Our services, which are free for all uninsured or underinsured children effective 10/1/2012, include: immunizing children against vaccine preventable diseases during the course of their childhood, maintaining their vaccination records in accordance with state and national requirements, and assisting school age children with required vaccinations in order to meet school registration and advancement requirements. The Public Health Nurses at all five Health Department locations conduct regular clinics at least weekly (which are heavily attended), special 'Back-to-School' clinics, annual involvement in Kindergarten Round-up, and additional walk-in Influenza vaccination clinics during the peak of "Flu season". Schedules have been expanded in Douglas to additional half-day clinics to address the increased demand in this community.

This agreement modifies the scope of work by including minor changes to the previously contracted tasks such as review of AFIX reports, enhanced compliance with VFC and VFA materials and supplies management, and increased collaboration with schools to improve vaccine rates. The price sheet has not changed for this contract period.

Fiscal Impact & Funding Sources:

This is a grant-funded program through the Arizona Department of Health Services. Staff funding is provided on a cost-reimbursable basis for up to \$50,000 annually, with the remainder of funding provided on a fixed-rate basis according to a variety of immunization activities paid at per-unit assigned values.

The net county subsidy for the six-month funding cycle is as follows:

Budgeted Salaries/EREs	\$72,390
A-87 OH @ 54.87%	\$39,720
5% Small-Grant OH	<u>\$3,795</u>
Net County Subsidy	\$35,925

Next Steps/Action Items/Follow-Up:

Your approvals are respectfully requested.

Impact of Not Approving:

Noncompliance with the IGA scope of work, and cessation of the Immunization Program for Cochise County children.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:

Yes

No

Grant No:

Amendment:

Yes

No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

(a) Total indirect (A-87) Cost Allocation:

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

Is there a Secondary Grant Award associated with this Grant? Yes No

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

NOTE: Please attach this Grant Approval form to the AgendaQuick item. The AgendaQuick "Grant Approval template" must be used. Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed GRANT DOCUMENT (not this approval form) to the Finance Department.



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-177676

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Services

Begin Date: January 01, 2018

Geographic Service Area: Cochise County

Termination Date: December 31, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- | | |
|--|--|
| ☒ | Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182. |
| ☐ | Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation. |
| ☐ | School Districts: A.R.S. §§ 11-951, 11-952, and 15-342. |
| ☐ | City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix. |
| ☐ | City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe. |

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____ Federal Employer Identification No.: _____ Tax License No.: _____ Contractor Name: Cochise County Health and Social Services Address: 1415 W. Melody Ln., Bldg A Bisbee, AZ 85603-3090	FOR CLARIFICATION, CONTACT: Name: _____ Phone: _____ FAX No: _____ E-mail: _____
CONTRACTOR SIGNATURE: The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	This Contract shall henceforth be referred to as Contract No. <u>ADHS18-177676</u> The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract. State of Arizona Signed this _____ day of _____, 201__ Procurement Officer _____
CONTRACTOR ATTORNEY SIGNATURE: Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona. Signature of Person Authorized to Sign _____ Date _____ Print Name and Title _____	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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General. The Attorney General, BY: Signature _____ Date _____ Assistant Attorney General:

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

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2. Contract Type.

This Contract shall be:

☒ Fixed Price

3. Contract Interpretation.

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

4. Contract Administration and Operation.

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

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change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

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

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

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

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- 4.11. E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 4.12. Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. Costs and Payments

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

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5.4. Applicable Taxes.

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

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

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

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

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

5.6.1. Accept a decrease in price offered by the Contractor;

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

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

5.6.4. Cancel the Contract.

6. Contract Changes

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

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

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

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7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 7.2. Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnatee") 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 indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.
- 7.3. Force Majeure.
- 7.3.1. *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.
- 7.3.2. *Exclusions.* Force Majeure shall not include the following occurrences:
- 7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 7.3.3. *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 7.3.4. *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.
- 7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

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

- 8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.
- 8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:
 - 8.2.1. Of a quality to pass without objection in the Contract description;
 - 8.2.2. Fit for the intended purposes for which the Materials are used;
 - 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations*. All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders*. Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms*. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable

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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

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

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

10. Contract Termination

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

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

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

10.4. *Termination Without Cause.*

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

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

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

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

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

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

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

11. Arbitration

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

12. Communication

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

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

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

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14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

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

17.1. 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.

17.2. 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.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or

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subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

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1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the Healthy People website, www.healthypeople.gov. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1. Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2. Provide vaccines to children and adults in accordance with recommendations of the Centers for Disease Control and Prevention's (CDC) Advisory Committee on Immunization Practices (ACIP);
- 2.3. Assess and improve immunization coverage levels for children and adults;
- 2.4. Assure access to vaccines for eligible populations in Arizona; and
- 2.5. Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required and shall not be considered to be either comprehensive or restrictive to innovation or creativity on the part of the Contractor in the preparation of the work plan. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

The Contractor shall provide:

- 4.1. Activity One (1) Immunization Action Plan (IAP)
 - 4.1.1. Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" at <http://thecommunityguide.org/vaccine>. At a minimum, the IAP must contain the following:
 - 4.1.1.1. The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
 - 4.1.1.2. The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
 - 4.1.1.3. The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and

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4.1.1.4. A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates.

4.1.2. Share the IAP and Assessment Feedback Incentive and eXchange (AFIX) Assessment Report results with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.

4.2. Activity Two (2) Child and Adolescent Immunizations

4.2.1. Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:

4.2.1.1. Be enrolled as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

4.2.1.2. Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;

4.2.1.3. Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;

4.2.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;

4.2.1.5. In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at <http://www.hhs.gov/nvpo/nvac/standar.html> to assist with development of clinic policy and procedures. The compliance visit shall include:

4.2.1.5.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIIS;

4.2.1.6. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

4.3. Activity Three (3) Adult Immunizations

4.3.1. Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:

4.3.1.1. If participating in the Vaccines for Adults (VFA) program, be enrolled as a VFA provider and comply with the program requirements as defined in the Arizona VFA Program Provider Enrollment Agreement, the Arizona VFA Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

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- 4.3.1.2. Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3. Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;
- 4.3.1.5. Use the Standards for Adult Immunization Practices to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;
- 4.3.1.6. In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Adult Immunization Practices* located at <http://www.cdc.gov/vaccines/hcp/patient-ed/adults/for-practice/standards/to> assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.3.1.6.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

4.4. Activity Four (4) Arizona State Immunization Information System (ASIIS)

- 4.4.1. Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
 - 4.4.1.1. Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> ; and http://www.azsos.gov/public_services/table_of_contents.htm;
 - 4.4.1.2. Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (<http://azdhs.gov/phs/asiis/>);
 - 4.4.1.3. Refer to the Vaccines for Children (VFC) and Vaccines for Adults (VFA) Operations Guides;
 - 4.4.1.4. Ensure internet access for program personnel who will be using ASIIS;
 - 4.4.1.5. Submit any and all immunization staff changes to ASIIS. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to

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Protect Confidential Information form is verified online annually through the ASIIS system.

4.5. Activity Five (5) AFIX Assessment Reports

4.5.1. AIPO will prepare and provide to the Contractor, on an annual basis, an Initial Assessment Report and a Follow-up Assessment Report (6 months after initial). Any subsequent follow-up that is indicated may occur any time after the first follow-up assessment. The Contractor shall review the AFIX Initial and Follow-up Assessment Reports, which provide data analysis of the immunization rates of children (24-35 months of age) and adolescents (13-18 years of age) immunized at the Contractor's clinic sites. These reports can be used to pinpoint strengths and areas of improvement. Results of the reports will be shared with clinic staff to identify:

4.5.1.1. Missed opportunities to immunize;

4.5.1.2. Invalid doses;

4.5.1.3. Missing immunizations;

4.5.1.4. Coverage levels; and

4.5.1.5. Continuous Quality Improvement (CQI) strategies to follow-up with under-immunized clients and to improve coverage levels.

4.5.2. Provide follow-up on all children and adolescents who were identified as not up-to-date during the AFIX Initial Assessment Report. The Contractor shall utilize a reminder system such as:

4.5.2.1. ASIIS Reminder/Recall;

4.5.2.2. Postcards;

4.5.2.3. Automated Phone Calling;

4.5.2.4. Staff telephone calls;

4.5.2.5. Texting; and/or

4.5.2.6. Other.

4.6. Activity Six (6) Reminder/Recall Activities

4.6.1. Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit;

4.6.2. May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit;

4.6.3. Report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

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4.7. Activity Seven (7) Perinatal Hepatitis B Case Management

4.7.1. Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://azdhs.gov/phs/immunization/perinatal-hepatitis-b.htm>). Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:

- 4.7.1.1. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
- 4.7.1.2. Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12) months of age (or 1-2 months after the final dose of the vaccine series, if the series is delayed);
- 4.7.1.3. Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and
- 4.7.1.4. Report to OIDS, at least quarterly, in a Department-provided format, data specified in Chapter eight (8) of the Perinatal B Prevention Program Manual on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8. Activity Eight (8) Community Outreach Education

- 4.8.1. Promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. Document these activities in the Quarterly Progress Report;
- 4.8.2. Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events. Document these activities in the Quarterly Progress Report;
- 4.8.3. When possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9. Activity Nine (9) Healthcare Provider Education

- 4.9.1. Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;
- 4.9.2. If education is provided, document these activities in the Quarterly Progress Reports;

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- 4.9.3. Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.
- 4.10. Activity Ten (10) CHD Immunization Staff Education
 - 4.10.1. Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation;
 - 4.10.2. Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members;
 - 4.10.3. Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) additional immunization education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner;
 - 4.10.4. Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.
- 4.11. Activity Eleven (11) Vaccine Adverse Event Reporting System (VAERS)
 - 4.11.1. Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.
 - 4.11.1.1. Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event;
 - 4.11.1.2. Submit a copy of the electronic VAERS report and any follow-up reports to AIPO; and
 - 4.11.1.3. Follow-up on any reports as requested by CDC or AIPO.
- 4.12. Activity Twelve (12) VPD Outbreak and Pandemic Preparedness
 - 4.12.1. The Contractor will assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel.
- 4.13. Activity Thirteen (13) (At the Contractor's Option) School/Child Care Immunization Data Reports (IDRs)
 - 4.13.1. It is the responsibility of schools and child care facilities to complete and submit the annual Immunization Data Report (IDRs) to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the

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Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one or more of the following tasks:

- 4.13.1.1. Review immunization records;
- 4.13.1.2. Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;
- 4.13.1.3. Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

4.14. Activity Fourteen (14) (At the Contractor's Option) Immunization Data Report (IDR) Validation

- 4.14.1. Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for 30 randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms.) Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

5. Requirements

The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children 0 through 18 years of age and adults 19 years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

- 6.1. Complete and submit, within thirty (30) days (but no later than 45 days) of the new reporting year, an Annual Immunization Action Plan (IAP);
- 6.2. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due. The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;
- 6.3. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a Quarterly Progress Report.

7. Notices, Correspondence, and Reports

- 7.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Immunization Services Manager
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 120
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
ADHS18-177676	

- 7.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Cochise County Health and Social Services
Attention: Chris Sexton
1415 W. Melody Ln., Bldg A
Bisbee, AZ 85603-3090
Phone: 928-432-9472
Fax: 928-432-9480

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS18-177676	

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

*Prices may be reviewed and adjusted annually over the term of the contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
ADHS18-177676	

Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
Immunization Action Plan (IAP)	August 30 (September 15)
Quarterly Progress Reports	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)
Contractor Expenditure Report (CER) to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, completion/coverage level reports, IDR Submission form/copies, IDR Validation for	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS18-177676	

Fee for Service Definitions

1. Fixed Price

1.1. Immunization Administration

1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and FVA eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination Total Report as source documents when submitting the quarterly CER. CHDs may also use internal electronic medical report (EMR) documents to report visits.

1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

1.2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

1.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in a Department-provided format. A report of services completed, in a Department-provided format, shall accompany the quarterly CER.

1.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B #1, and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg positive mothers should receive Hepatitis #3 optimally by six (6) months of age (and more than 24 weeks) of age. All services will be reported in a Department-provided format. A report of services completed, on a Department-provided format, shall accompany the quarterly CER.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS18-177676	

1.3. Immunization Data Report (IDR) Submission (Optional)

1.3.1. An “Immunization Data Report (IDR)” is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15th per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

1.3.2. “Immunization Data Report Submission” is the rate compensated for submitting an IDR report per child care center or per grade level for a school. This rate includes at least one site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1) Name of the County personnel who assisted;
- 2) Time and Date of visit; or
- 3) Approximate time/hours of assistance provided.

1.4. Immunization Data Report Validation (Optional)

1.4.1. IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses 90% or 95% confidence interval with a minimum level of precision of 0.02 – 0.03.

1.4.1.1. IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Assessment Manager.

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Equine Services Contract for Jake Kartchner & Mike Magoffin

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

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

Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1

NAME of PRESENTER: Sean Gijanto **TITLE of PRESENTER:** Lieutenant

Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Docket Number (If applicable):

Information

Agenda Item Text:

Approve Agreement with Jake Kartchner and Mike Magoffin for equine service in the amount of \$1,000 each annually for use of their own horses, supplies, and feed associated with this service with automatic annually renewals subject to the termination terms.

Background:

The Sheriff's Office established a Ranch Patrol unit to assist in the detecting and deterrence of criminal activity. Two deputies are assigned to this unit. They are responsible to meet with members of the ranching community to address their unique concerns. As a tool to help them reach remote areas which are inaccessible by truck, the ranch patrol deputies travel on horseback. The Sheriff's Office doesn't own horses, therefore they utilize their own horses and gear. This arrangement significantly improves the sheriff's office ability to quickly respond to criminal activity in remote locations.

Department's Next Steps (if approved):

No actions required after approval

Impact of NOT Approving/Alternatives:

If the contract is not approved, the Sheriff's Office ability to quickly respond to criminal activity in remote areas will be impacted. The horses are also used to patrol rough or mountainous terrain. It allows us to cover more area while searching for signs of smuggling or other criminal activity. We also use the horses to support our SABRE team which operate in the same areas. If our personnel are injured or need support while they are in remote areas, horses are one means of quickly getting to them. Horses allow us to get more work done with the limited personnel available. If the contracts aren't approved and the Sheriff's Office were to purchase our own horses and necessary equipment, stables, feed etc... the cost would be many thousands of dollars for than the cost of moving forward with these agreements.

To BOS Staff: Document Disposition/Follow-Up:

If approved, the Sheriff's Office requires a signed copy of each equine service agreement

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

Equine Services contracts

AGREEMENT FOR EQUINE SERVICES BETWEEN COCHISE COUNTY AND MICHAEL MAGOFFIN

This Agreement is entered into by and between COCHISE COUNTY, a political subdivision of the state of Arizona, hereinafter referred to as "COUNTY", and MICHAEL MAGOFFIN, a current employee of the Cochise County Sheriffs Office, hereinafter referred to as "OWNER", for the sole purpose of providing equine services to the Cochise County Sheriffs Office. COUNTY and OWNER may jointly be referred to herein as "PARTIES".

RECITALS

WHEREAS, pursuant to A.R.S. § 11-441, the Cochise County Sheriff is responsible for preserving the peace and suppressing any lalown affrays, breaches of the peace, riots and insurrections, as well arresting all persons who commit or attempt to commit a public offense;

WHEREAS, in order to meet the above obligations, the Cochise County Sheriff has established a horse patrol to assist in the detection and deterrence of criminal activity within the County; and

WHEREAS, certain employees of the Cochise County Sheriff own their own horses and are willing to use these horses during their employment and during their assignment to the Sheriff's horse patrol.

Therefore, in consideration of the mutual covenants contained herein, the PARTIES agree as follows:

1. SCOPE OF WORK

OWNER agrees to use his own horse during the course and scope of OWNER'S duties while on horse patrol as an employee of the Cochise County Sheriff.

TERMS AND CONDITIONS

1. COUNTY agrees to reimburse OWNER for the following expenses through the Cochise County Sheriffs budget:

- A. Veterinary care, including emergency veterinary care, associated with duty use including, but not limited to, ingestion or exposure to toxic substances and/or injuries.
 - B. Necessary accessories and supplies may be reimbursed up to \$1,000.00 annually.
- 2. COUNTY will not replace horse should horse be injured in the line of duty and rendered unfit to return or should horse be fatally injured in the line of duty.
 - 3. COUNTY will not be responsible for routine veterinary care and associated expenses. COUNTY will not be financially responsible for any pre-existing medical conditions.

EFFECTIVE DATE AND LENGTH OF AGREEMENT

This Agreement shall become effective on the date it is approved by the Board of Supervisors of Cochise County. This Agreement will automatically renew on an annual basis unless it is subject to termination pursuant to the TERMINATION section of this Agreement.

TERMINATION

Either party may terminate this Agreement with a minimum of thirty (30) days prior written notice to the other party. Such notice shall be provided via personal delivery or by Registered or Certified Mail, return receipt requested.

This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

COUNTY may terminate this Agreement upon twenty-four (24) hours notice if it deems the equine is unable to safely perform its functions or endangers the public and/or Cochise County Sheriffs Office personnel.

This Agreement will automatically terminate upon the OWNER's separation from employment with COUNTY.

NOTICE

Legal notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom it was addressed unless otherwise indicated in said notice.

TO COUNTY: Thad Smith, Chief Deputy
Cochise County Sheriffs Office
205 North Judd Drive
Bisbee, AZ 85603
520-432-9500

TO OWNER: Michael Magoffin
205 N. Judd Drive,
Bisbee AZ 85603
Or
Last Known Mailing Address Reported to COUNTY
(520) 353-5665

JURISDICTION

The terms of this Agreement shall be construed in accordance with Arizona law. Any and all legal actions shall be filed in Cochise County.

AMENDMENTS

All Amendments to this Agreement must be in writing and signed by both parties.

RECORDS

COUNTY agrees to retain all financial books, records, and other documents relevant to this Agreement for (5) five years from the last date of service or the last date of payment for reimbursed expenses as set forth in this Agreement. COUNTY or Federal or State auditors and any other persons duly authorized by COUNTY shall have full access to and the right to examine copy and make use of any and all said materials.

ASSIGNMENT OR SUBCONTRACTING

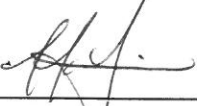
No rights, liability, obligations or duties under this Agreement may be assigned, delegated or subcontracted without the prior written approval of the COUNTY.

SEVERABILITY

Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized representatives.

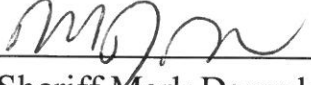
OWNER MICHAEL MAGOFFIN

By: 
Michael Magoffin

Date: 01/24/18

APPROVED:

COCHISE COUNTY

By: 
Sheriff Mark Dannels

Date: 01/12/2018

By: _____ Date: _____
Ann English, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: _____

Arlethe G. Rios
Clerk of Board

Date: _____

By: _____

Elda E. Orduño
Civil Deputy Attorney

Date: _____

AGREEMENT FOR EQUINE SERVICES BETWEEN COCHISE COUNTY AND JACOB KARTCYNER

This Agreement is entered into by and between COCHISE COUNTY, a political subdivision of the state of Arizona, hereinafter referred to as "COUNTY", and JACOB KARTCHNER, a current employee of the Cochise County Sheriff's Office, hereinafter referred to as "OWNER", for the sole purpose of providing equine services to the Cochise County Sheriff's Office. COUNTY and OWNER may jointly be referred to herein as "PARTIES".

RECITALS

WHEREAS, pursuant to A.R.S. § 11-441, the Cochise County Sheriff is responsible for preserving the peace and suppressing any known affrays, breaches of the peace, riots and insurrections, as well as arresting all persons who commit or attempt to commit a public offense;

WHEREAS, in order to meet the above obligations, the Cochise County Sheriff has established a horse patrol to assist in the detection and deterrence of criminal activity within the County; and

WHEREAS, certain employees of the Cochise County Sheriff own their own horses and are willing to use these horses during their employment and during their assignment to the Sheriff's horse patrol.

Therefore, in consideration of the mutual covenants contained herein, the PARTIES agree as follows:

1. SCOPE OF WORK

OWNER agrees to use his own horse during the course and scope of OWNER'S duties while on horse patrol as an employee of the Cochise County Sheriff.

TERMS AND CONDITIONS

1. COUNTY agrees to reimburse OWNER for the following expenses through the Cochise County Sheriffs budget:

- A. Veterinary care, including emergency veterinary care, associated with duty use including, but not limited to, ingestion or exposure to toxic substances and/or injuries.
 - B. Necessary accessories and supplies may be reimbursed up to \$1,000.00 annually.
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- 3. COUNTY will not be responsible for routine veterinary care and associated expenses. COUNTY will not be financially responsible for any pre-existing medical conditions.

EFFECTIVE DATE AND LENGTH OF AGREEMENT

This Agreement shall become effective on the date it is approved by the Board of Supervisors of Cochise County. This Agreement will automatically renew on an annual basis unless it is subject to termination pursuant to the TERMINATION section of this Agreement.

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This Agreement may be terminated by mutual written agreement of the parties specifying the termination date therein.

COUNTY may terminate this Agreement upon twenty-four (24) hours notice if it deems the equine is unable to safely perform its functions or endangers the public and/or Cochise County Sheriffs Office personnel.

This Agreement will automatically terminate upon the OWNER's separation from employment with COUNTY.

NOTICE

Legal notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below and shall be effective upon receipt by the party to whom it was addressed unless otherwise indicated in said notice.

TO COUNTY: Thad Smith, Chief Deputy
Cochise County Sheriffs Office
205 North Judd Drive
Bisbee, AZ 85603 520-432-
9500

TO OWNER: Jacob Kartchner
205 N. Judd Drive,
Bisbee AZ 85603
Or
Last Known Mailing Address Reported to COUNTY
(520) 353-5628

JURISDICTION

The terms of this Agreement shall be construed in accordance with Arizona law. Any and all legal actions shall be filed in Cochise County.

AMENDMENTS

All Amendments to this Agreement must be in writing and signed by both parties.

RECORDS

COUNTY agrees to retain all financial books, records, and other documents relevant to this Agreement for (5) five years from the last date of service or the last date of payment for reimbursed expenses as set forth in this Agreement. COUNTY or Federal or State auditors and any other persons duly authorized by COUNTY shall have full access to and the right to examine copy and make use of any and all said materials.

ASSIGNMENT OR SUBCONTRACTING

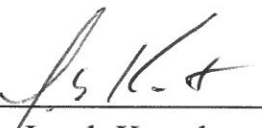
No rights, liability, obligations or duties under this Agreement may be assigned, delegated or subcontracted without the prior written approval of the COUNTY.

SEVERABILITY

Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

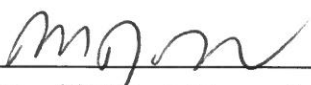
IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be signed by their duly authorized representatives.

OWNER JACOB KARTCHNER

By:  Date: 01/03/18
Jacob Kartchner

APPROVED:

COCHISE COUNTY

By:  Date: 01/12/2018
Sheriff Mark Dannels

By: _____ Date: _____
Ann English, Chair
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

By: _____

Arlethe G. Rios
Clerk of Board

Date: _____

By: _____

Elda E. Orduño
Civil Deputy Attorney

Date: _____

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Border Security Trust Fund Grant Approval

Submitted By: Sean Gijanto, County Sheriff

Department: County Sheriff

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT
Required

of ORIGINALS 1
Submitted for Signature:

NAME Sean Gijanto
of PRESENTER:

TITLE Lieutenant
of PRESENTER:

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 a grant from the State of Arizona Border Security Trust Fund in the amount of \$55,633.94 to purchase equipment for border security missions.

Background:

Funds from the Arizona Border Security Trust Fund were offered to the Sheriff's Office in order to purchase equipment in an effort to create a virtual fence along the Mexican Border. These funds were originally going to be a state effort. When this didn't come to fruition, the money was offered to counties to purchase equipment to perform the same mission.

The Sheriff's Office submitted a proposal to purchase equipment to aid in this effort within Cochise County. It will be used by our specialty units such as SABRE and Ranch Patrol. The equipment being purchased (see attached) is: remote cameras system equipment to monitor smuggling activity along the border.

The check for this equipment has already been received and this grant needs to be approved by the board so the fund line can be set up and the equipment purchased.

Department's Next Steps (if approved):

Order the requested equipment and put it into use in the field.

Impact of NOT Approving/Alternatives:

The Sheriff's Office will lose the opportunity to purchase some costly yet essential equipment for the specialty units that work in the field against drug and human smuggling efforts.

To BOS Staff: Document Disposition/Follow-Up:

Please approve the acceptance of these funds so a fund line can be set up and the equipment ordered.

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

Border Security Application

Mark Dannels
Sheriff

Thad Smith
Chief Deputy

Office of the Sheriff

Cochise County



December 4, 2017

Border Security Advisory Committee
1700 West Washington St.
Phoenix, Arizona 85007-2890

EXECUTIVE SUMMARY

The Cochise County Sheriff's Office respectfully requests \$55,633.94 to purchase equipment to be utilized by a specialty unit in an effort to combat, reduce and ultimately eradicate illegal human and drug smuggling in our communities.

The request is in reference to the Border Security Trust Fund to be utilized to construct and maintain a virtual or physical fence to secure the State of Arizona's borders.

I. SITUATION

A. General Situation

Cochise County Arizona is 6,125 square miles and shares 83 miles of international border with the Republic of Mexico. Cochise County has a significant history of smuggling activity dating back to the 1880's which continues to this day. The implementation of "Hold the Line" in Texas and "Gatekeeper" in California by the Federal Government in 1994 created a funnel, pushing human and drug trafficking through Cochise County. The surge of illegal aliens resulted in increased criminal activity in Cochise County such as home invasions, robberies, burglaries, auto theft, and property damage. Illegal aliens are also frequent victims of robbery, sexual assault and kidnapping for ransom. In addition to the victimization of the illegal aliens, they tend to underestimate the rigors of journey and weather, creating innumerable cases of dehydration, hypothermia and death.

Another significant law enforcement and national concern is the possibility of the intrusion of terrorist through our porous border with the Republic of Mexico.

B. Terrain/Weather

Cochise County is comprised of several different climate zones, ranging from high desert grassland to pine covered mountains. There are six mountain ranges within Cochise County of varying elevations, the tallest being over 9700 feet, with large flat valleys between the ranges. The average temperature in Cochise County ranges from a high of 95 degrees in June & July to 25 degrees in January and February. Although those are the averages, temperatures frequently climb over 115 degrees in the summer and into single digits during the winter nights, especially in the higher elevations. A rainy season, called “monsoons” from June through September has torrential rains, thunderstorms, hail, high winds and lightning. Exposure to these weather and terrain elements result in numerous illegal alien fatalities each year.

C. Criminal Element

There are several smuggling organizations operating on both sides of the international border. As security along the international border has been strengthened by the United States Border Patrol the smuggling organizations are working harder to circumvent the increased security measures. Possibly because of the increased effort they are more resistant to apprehension. Their reluctance has manifested as an increase in assaults of law enforcement and high speed pursuits. It is common for smugglers to utilize encrypted radios and cellular telephones to communicate. Frequently the mules, smugglers carrying the marijuana or other contraband, are escorted by scouts. It is not uncommon to encounter scouts which are armed and utilizing body armor. When smugglers become aware they’ve been detected by law enforcement they try to flee back to Mexico which sometimes results in high speed pursuits that endanger that endangers not only those involved but unsuspecting citizens, as well.

D. Friendly Fire

There are two international Ports of Entry in Cochise County located in Douglas & Naco, AZ. The United State Border Patrol has three stations located in Douglas, Naco and Willcox, AZ. In addition to the Arizona Department of Public Safety there are seven municipal police departments within the County. The Federal Bureau of Investigation, Immigration and Customs Enforcement and Drug Enforcement Agency all operate within Cochise County. United States Army Installation Fort Huachuca, located in Sierra Vista AZ, has both military police and Department of Defense security police. The Sheriff’s Office also

works cooperatively with the Santa Cruz County Sheriff's Office, Graham County Sheriff's Office, Hidalgo County Sheriff's Office in New Mexico and the Mexican Consular's Office.

II. MISSION

The overall mission of the Cochise County Sheriff's Office in the fight against illegal human and drug trafficking is to detect and apprehend drug smugglers and their contraband, in addition to seizing undocumented aliens by coordinating with the appropriate federal partners; to deter criminal activity associated with those smuggling operations and to impair the drug trafficking organizations ability to utilize the roadways within Cochise County. Our mission includes reducing the victimization of illegal aliens by these organizations.

III. CONCEPT / EXECUTION

The federal government, specifically the United State Border Patrol, is charged with the security of the international border. Utilizing the resources at their disposal, Border Patrol has done a good job installing a combination of a physical and virtual fence to deter illegal entry into the United States. Unfortunately, while getting better, the Border Patrol still doesn't have control of the border, which means human and drug trafficking is an ongoing problem in Cochise County.

The Cochise County Sheriff's Office is charged with protecting our citizens and those passing through our jurisdiction, therefore the daily penetration of the 83 mile section of the international border we share with Mexico by human and drug trafficking organizations in furtherance of their criminal enterprise and the ancillary criminal activity which occurs in Cochise County is our responsibility and requires a response.

Every year, the citizens of Cochise County are victims of burglaries, thefts and property damage by either smugglers themselves or undocumented illegal aliens entering the county to find work. Occasionally, more significant crimes occur such as homicide, home invasions, sexual assaults and assaults on law enforcement.

The Cochise County Sheriff's Office has a unit specifically assigned to combat these crimes. It is the Southeast Arizona Border Region Enforcement Team, SABRE, in conjunction with our Ranch Patrol team. They are an eight-person team comprised of 5 Sheriff's deputies, 2 Arizona Department of Public Safety Officers and a National Guard Analyst.

In November of 2016 the Sheriff's Office received funding from the Border Security Advisory Committee for a virtual fence system. We utilized the funds to purchase 50 Buckeye cameras and additional support equipment. We identified a 42 square mile operational area to focus our efforts. The area covers about 14 miles of the international border and extends 3 miles north from the border.

Since January of 2017 the SABRE team, utilizing the Buckeye Camera system has achieved the following:

Felony Drug Arrest – 37
Conviction Rate – 100%
Years of Incarceration – 69 (1 Pending)
LBS of Marijuana - 3998.17 LBS
Mules Buckeye Pictures - 67
UDA Buckeye Pictures – 380

In addition to the successful results highlighted above, we have been able to gather intelligence about human and drug smuggling patterns which may have gone undetected or taken considerably longer to establish. The camera system is flexible and can be changed to address the actual operational situation instead of fixed virtual fence systems such as camera poles.

The Buckeye camera system is a very efficient and effective tool which enables the 8-person Cochise County Sheriff's Office SABRE team to significantly impact human and drug trafficking operations. This system enables us to monitor a large area and respond to current, confirmed activity as opposed to undirected patrols, hoping to stumble into a smuggling operation.

IV. BUDGET

The Cochise County Sheriff's Office respectfully requests the following equipment to expand and enhance our current Buckeye Camera system. The additional equipment will assist the Sheriff's Office in meeting our mission of the protection of life and property; the preservation of peace, order, and safety and fortifying the states security against illegal entry into our country.

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Funding Request
Equipment Amplifier	3 Watt 900 MHz Amplifier, 6 @ \$475	\$2850.00
Equipment DC Power Injector 902-928 MHz	DC Power Injector 902-928 MHz, 6 @ \$83.00	\$498.00
Equipment 900 MHz Outdoor filter	900 MHz Outdoor filter, 6 @ \$179.47	\$1076.82
Safety Equipment Snake Gaiters	Snake Gaiters, 10 @ \$50.00	\$500.00
Equipment X80 Buckeye Camera Kit	X80 Buckeye Camera Kit, 30 @ \$899.00	\$26,970.00
Equipment Camera Battery	UB 1290 Battery , 70 @ \$35.00	\$2450.00
Equipment 3 Element Yagi Antenna (8in)	3 Element Yagi (8in), 30 @ \$45.00	\$1350.00
Equipment Rodent Shield 25ft	Rodent Shield 25ft , 30 @ \$58.00	\$1740.00
Equipment Cellular Yagi Antenna	Cellular Yagi Antenna, 6 @ \$140.00	\$840.00
Equipment Garmin Rino 755T	Garmin Rino 755T 6 @ \$649.99	\$3899.94
Equipment Motorola Tactical ear kit	Motorola Tactical ear kit, 16 @ \$69.95	\$1119.20
Equipment X80 Echo Kit	X80 Echo Kit, 10 @ \$459.00	\$4590.00
Safety Equipment Camelbak hydration pack H.A.W.G.	Camelbak hydration pack H.A.W.G., 10 @ \$132.99	\$1329.90
Equipment Binoculars	Swarovski binoculars 10X50 (EL 50) 1 @ \$3110.00	\$3110.00
Estimated Shipping & Taxes	Taxes: \$2930.08 Shipping: \$380	\$3,310.08
TOTAL		\$55,633.94

V. CONCLUSION

If approved the Cochise County Sheriff's Office will employ the above listed equipment to continue to combat human and drug smuggling into the State of Arizona and our nation. The equipment will enhance our proven ability to interdict human and drug trafficking organizations. It will help the Sheriff's Office and our partners to improve state & national security and improve the quality of life in Cochise County.

**Action 13.
Elections**

Regular Board of Supervisors Meeting

Meeting Date: 02/13/2018

Approve the Vote Centers for the 2018 Primary and General Elections

Submitted By: Lisa Marra, Elections

Department: Elections

Presentation: PowerPoint

Recommendation: Approve

Document Signatures: BOS Signature
Required

**# of ORIGINALS
Submitted for Signature:** 1

**NAME
of PRESENTER:** Lisa M. Marra

**TITLE
of PRESENTER:** Elections Director

Docket Number (If applicable):

Mandated Function?: Federal or State
Mandate

**Source of Mandate
or Basis for Support?:** A.R.S. 16-411

Information

Agenda Item Text:

Adopt Resolution 18-01 to approve the Vote Centers for the 2018 Primary and General Elections as listed on the attached Exhibit, and authorize the Elections Director to make substitutions as necessary prior to each election, in the event that a Vote Center replacement needs to be made in accordance with A.R.S. 16-411.

Background:

Pursuant to A.R.S. 16-411, the Board must designate polling places prior to an election. That Statute also allows for the Board to authorize the Elections Director to make substitutions as necessary prior to each election in the event a Vote Center replacement needs to be made in accordance with A.R.S. 16-411. The Board authorized the use of 18 Vote Centers on August 25, 2015 after extensive research was conducted to determine appropriate facilities for housing the Centers strategically located throughout the County. The Board held a work session on January 23, 2018 to determine voter turnout and usage of the 18 existing Vote Centers based on the four 2016 elections held at each Center.

Staff is requesting, based on that discussion, that the Vote Center currently located at the First Baptist Church of Bisbee, 1173 State Hwy 92, be relocated to the Board of Supervisors Hearing Room at 1415 Melody Lane in Bisbee. The reason for the move is more access for the public, including more parking and staff availability to assist. Staff is also requesting, based on the low numbers of people voting at the Portal Vote Center located at the Portal Library, 2392 S. Rock House Road in Portal be closed and the equipment currently assigned to that Vote Center be re-allocated the Douglas Vote Center located at the Douglas Visitor Center, 345 E. 16th St.

If approved, this request would move one Vote Center, close one Vote Center, and expand one Vote Center for a total of 17 located throughout the county. There are no other recommended changes at this time.

Department's Next Steps (if approved):

Move forward with Vote Center facility use agreements (already approved by County Attorney Elda Orduno), complete mandatory ADA compliance certification, perform public outreach, and conduct the two scheduled 2018 elections.

Impact of NOT Approving/Alternatives:

Elections would need to find other suitable locations and bring them back to the Board for approval.

To BOS Staff: Document Disposition/Follow-Up:

Provide ONE recorded copy of the Resolution to the Elections Dept.

Attachments

VC Facility Use Agreement

VC maps

VC Address Locations

2016 Voter Turnout

Resolution - Vote Centers

Resolution

COCHISE COUNTY ELECTIONS FACILITY USE AGREEMENT

Election Dates (*Elections are ALWAYS on a Tuesday*):

Date Issued: _____

Tuesday, August 28, 2018 – Primary Election – Definite Use of Vote Center

Tuesday, November 6, 2018 – General Election – Definite Use of Vote Center

VOTE CENTER NAME & NUMBER: _____

FACILITY NAME: _____

NAME OF ROOM ELECTION TO BE HELD IN (*as known to the public*): _____

FACILITY ADDRESS: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____ E-MAIL: _____

FACILITY CONTACT PERSON: _____ CELL #: _____

Cochise County will provide proof of liability insurance for your facility.

Permission is hereby granted to Cochise County Elections for access and use of our facility as a Vote Center as follows:

PRINTED NAME/TITLE OF AUTHORIZED AGENT: _____

Please Print Name & Title

AUTHORIZATION FOR USE OF FACILITY AS A VOTE CENTER: _____

Authorized Signature & Date

AUTHORIZATION FOR USE FOR POLL WORKER TRAINING (1 DAY): _____

Authorized Signature & Date

Please indicate if you have the following available for use by Elections:

- Six foot tables # _____
- Chairs # _____
- Restroom facilities for Election Board use only? Yes/No Available to voters? Yes/No
- Telephone available to Election Board for *outgoing local calls*? Yes/No
 - If yes, phone # _____ Location of phone _____

Access/Use of Facility:

- **Training Date:** Not more than 45 days prior to each of the four 2018 election dates, Elections staff will work with you to establish a mutually convenient date to conduct poll worker training at your facility. Duration of training is 4 hours, plus set up and tear down time. _____ (Please Initial)
- **Equipment Delivery:** Facility will be available for delivery of elections equipment and supplies Monday through Friday the week preceding the date of the election between the hours of **8 am – 5 pm**. *The date and time of delivery will be confirmed with you prior to the election.* _____ (Please Initial)
- **Security:** Equipment and supplies will be secured at the facility by the delivery driver and will remain secured until control of these items is turned over to the Inspector during setup (day prior to election). _____ (Please Initial)
- **Set Up:** Facility will be available for Election Board setup on **Monday prior to the election date from noon to 7:00 p.m.** _____ (Please Initial)
- **Security:** Facility managers will ensure that the facility, and the room where the election is to be held, will remain secured following setup by the Election Board. _____ (Please Initial)

Over for page 2

- **Election Day Access:** Facility will be available for full right of entry and use by Election Board **from 5:00 a.m. until 9:00 p.m. on Election Day** and Facility agrees that Election Board has the sole use of the facility on Election Day _____ (Please Initial)
- **Equipment Pick Up:** Drivers will pick up any remaining elections equipment and supplies **within 3 business days following the election between the hours of 8 am – 5 pm** _____ (Please Initial)

Access to Facility will be provided by: _____ (Please Initial ONE of the below)

_____ Keys provided for entry

_____ Staff person onsite at specified entry & closing times to open & lock facility

Reminder: Election Board must have access on Election Day no later than 5:00 a.m.; Closing Times are estimated.

Signs & Electioneering:

Pursuant to Arizona Revised Statutes (ARS), §16-411 (H), with which we must comply, the facility's authorized agent signing this agreement understands and agrees that on Election Day, the facility will permit signs or allow private persons to conduct election related activities (electioneering) outside of the 75-foot perimeter to the entrance of the Vote Center (ARS § 16-515) and that such activity will be controlled in accordance with the law by the Marshal of the Elections Board under direction from the Elections Office. The authorized agent further agrees that such signs and activities on Facility property will be allowed on an impartial and nondiscriminatory basis. Elections will provide a sign for posting indicating that the facility does not endorse any specific candidate or position on an election matter.

Authorized Signature

Vote Center Acquisition:

The authorized agent understands that the acquisition of a facility for use as a Vote Center is a significant undertaking by the Elections Staff and requires Board of Supervisor approval. In addition, staff must ascertain that the facility is ADA compliant, has sufficient wireless capability, has ample parking (including handicap access), room for voters to move through the voting process, etc. All of the above has been accomplished and the signature of the authorized agent indicates an understanding of the extreme hardship that would be placed on Elections Staff and voters alike if the Facility revokes their permission for use after signing this agreement and agrees not to revoke permission except in emergency situations (i.e., facility becomes unusable due to fire, flood or other damage, etc.)

Authorized Signature

Payment, Donation or Waiver:

Cochise County Elections has a small budget to pay for use of **privately owned facilities**, if required (such as a church, recreation center, clubhouse, etc.). Please indicate if you will require payment or donation for the use of your facility, or if you wish to WAIVE a facility use fee as a community service?

Facility Use Fee/Donation (*per election*): \$ _____ Waive Facility Use Fee: _____ (Please Initial)

We greatly appreciate your cooperation and civic-minded spirit in allowing use of your facility to facilitate voting in Cochise County. Please do not hesitate to contact us if you have any questions or concerns, now or in the future.

Cochise County Elections Team

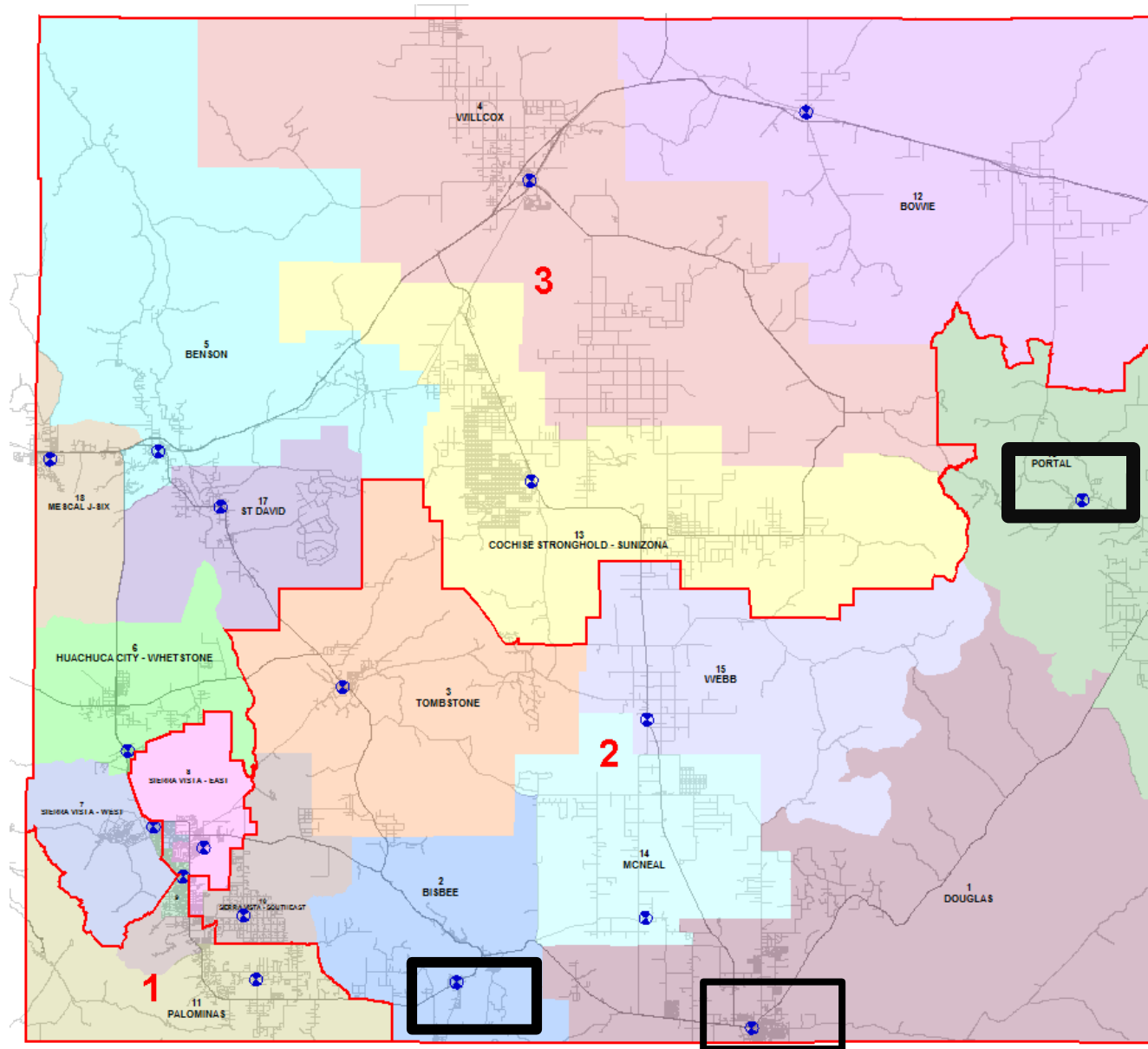
Lisa M. Marra 520-432-8975
Cell 520-727-1390
Lmarra@cochise.az.gov

Martha L. Rodriquez 520-432-8972
Cell 520-508-3609
mrodriquez@cochise.az.gov

1415 Melody Lane, Bldg A, Bisbee AZ 85603
www.cochise.az.gov/elections

COCHISE COUNTY

VOTE CENTER LOCATIONS COUNTYWIDE



Public Programs...Personal Service



COCHISE COUNTY 2016 ELECTION - Vote Centers		
Vote Ctr #	Vote Center Area	Vote Center Location
VC1	Douglas	Douglas Visitor Center 345 E 16TH ST
VC2	Bisbee	First Baptist Church of Bisbee 1173 State Hwy 92
VC3	Tombstone	American Legion Hall 225 E Allen St
VC4	Willcox	Willcox Community Center 312 W STEWART ST
VC5	Benson	Benson High School Board Room 360 S PATAGONIA ST
VC6	Huachuca City / Whetstone	Huachuca City Community Ctr. 201 Yuma St
VC7	Sierra Vista - West	Saint Andrews Kino Hall 800 Taylor Drive, NW
VC8	Sierra Vista - East (MEGA VOTE CENTER)	Shiloh Christian Ministries 1519 Avenida de Sol
VC9	Sierra Vista - Central (MEGA VOTE CENTER)	Methodist Church 3225 S St. Andrews Dr.
VC10	Sierra Vista - Southeast	Mtn Vista Baptist Church 5499 S Moson Road
VC11	Palominas	Palominas Fire Training Ctr. 9222 S Kings Ranch Rd
Rural Vote Centers		
VC12	Bowie & San Simon	Bowie Unified School District Office 315 W 5th St
VC13	Cochise Stronghold & Sunizona	Sunsites Community Center 1216 Treasure Rd
VC14	McNeal	Valley Bible Church 4188 Double Adobe Rd
VC15	Webb	Elfrida Fire Station #1 10293 N CENTRAL HIGHWAY
VC16	Portal	Portal Library 2393 S ROCK HOUSE RD
VC17	St. David	St. David School 70 E Patton St
VC18	Mescal / J-Six	Peace in the Valley Church 551 S J-Six Rd

Find all the information you need re: Vote Centers at --
<https://www.cochise.az.gov/elections-special-districts/home>

Cochise County Vote Centers (2018 Cycle)					2014	2016	2018 Figures (1/1/18)	
Vote Ctr #	Supervisor District	Vote Center Area	Vote Center Location (obtain Vote Center agreement)	Precincts w/I Vote Center Range	2014 General Turnout at Polling Location	Actual Voter Turnout Nov 2016 General at VOTE CENTERS	TOTAL # PEVL Voters w/I Precincts	TOTAL # Reg Active Voters in Precincts
VC1	2	Douglas	Douglas Visitor Center 345 E 16TH ST	09 DO Calvary 10 DO Carlson 11 DO Castro Park 12 DO Gadsden 13 DO Sunnyside 20 Pirtleville	203 266 202 142 180 <u>181</u> 1174	1235	5891	9363
VC2	2	Bisbee	First Baptist Church of Bisbee 1173 State Hwy 92	04 BI Bisbee 05 BI Don Luis 06 BI Warren 18 Naco	251 286 325 <u>76</u> 938	921	2926	4416
VC3	2	Tombstone	American Legion Hall	44 Tombstone	465	602	827	1593
VC4	3	Willcox	Willcox Community Center 312 W STEWART ST	47 WI Kansas Sttlmnt 48 WI Stewart 49 WI Willcox	324 256 <u>187</u> 767	1056	1848	3348
VC5	3	Benson	Benson High School Board Room 360 S PATAGONIA ST	01 BE Benson 03 BE San Pedro 21 Pomerene	283 262 <u>191</u> 736	889	2654	4131

Cochise County Vote Centers (2018 Cycle)		2014	2016	2018 Figures (1/1/18)
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Vote Ctr #	Supervisor District	Vote Center Area	Vote Center Location (obtain Vote Center agreement)	Precincts w/I Vote Center Range	2014 General Turnout at Polling Location	Actual Voter Turnout Nov 2016 General at VOTE CENTERS	TOTAL # PEVL Voters w/I Precincts	TOTAL # Reg Active Voters in Precincts
VC6	3	Huachuca City / Whetstone	Huachuca City Community Ctr.	16 Huachuca 46 Whetstone	223 <u>445</u> 668	953	1713	3197
VC7	1 & 3	Sierra Vista - West	Saint Andrews Kino Hall	29 SV Carmelita 34 SV Hopi 39 SV Soldier Creek 42 SV Vista Village	199 262 374 <u>338</u> 1173	1666	3919	6816
VC8A	1	Sierra Vista - East (MEGA VOTE CENTER)	Shiloh Christian Ministries	26 SV Avenida del Sol 30 SV Cloud 31 SV College 33 SV Estates 36 SV Pueblo del Sol 38 Snyder 41 Village Meadows	373 144 294 295 277 256 <u>401</u> 2040	1013	6834	11482
VC8B	1	Sierra Vista	Shiloh Christian Ministries			1123		
VC9A	1	Sierra Vista - Central (MEGA VOTE CENTER)	Methodist Church	27 SV Buffalo Sldr 28 SV Busby 32 SV Country Club 40 SV Town & Cntry 43 SV Yaqui	587 305 421 405 <u>513</u> 2231	1380	6604	10675
VC9 B	1	Sierra Vista - Central (MEGA VOTE CENTER)				1391		

Cochise County Vote Centers (2018 Cycle)

2014

2016

2018 Figures (1/1/18)

Vote Ctr #	Supervisor District	Vote Center Area	Vote Center Location (obtain Vote Center agreement)	Precincts w/I Vote Center Range	2014 General Turnout @ Polls	Actual Voter Turnout Nov 2016 General	TOTAL # PEVL Voters w/I Precincts	TOTAL # Reg Active Voters in Precincts
VC10	1 & 2	Sierra Vista - Southeast	Mtn Vista Baptist Church 5499 Moson Road	14 Grtr San Pedro 35 Moson 37 SV Ramsey	372 451 <u>295</u> 1118	1173	2952	5011
VC11	1	Palominas	Palominas Fire Training Ctr.	15 Hereford 19 Palominas	328 <u>294</u> 622	758	1976	3158
RURAL VOTE CENTERS								
VC12	3	Bowie & San Simon	Bowie Unified School District Office	7 Bowie 23 San Simon	63 <u>51</u> 114	134	316	520
VC13	3	Cochise Stronghold & Sunizona	Sunsites Community Center	8 Cochise Strghld 25 Sunizona	313 <u>121</u> 434	530	1342	2086
VC14	2	McNeal	Valley Bible Church	17 McNeal	212	284	547	882
VC15	2	Webb	Elfrida Fire Station #1 10293 N CENTRAL	45 Webb	138	385	350	614
VC16	2	Portal	Portal Library 2393 S ROCK HOUSE RD	22 Portal	55	51	202	286
VC17	3	St. David	St. David School	24 St David	348	504	1200	1824
VC18	3	Mescal / J-Six	Peace in the Valley Church	02 BE J-Six	280	465	1203	1760
			Ballots Duplicated counted			18		
					13,513	16,531	43,304	71,162
					Turnout	Turnout	PEVL	Active Voters

RESOLUTION 18-__

A RESOLUTION OF THE COCHISE COUNTY BOARD OF SUPERVISORS APPROVING VOTE CENTER LOCATIONS FOR THE 2018 PRIMARY AND GENERAL ELECTIONS.

WHEREAS, the Board of Supervisors approved the implementation of a vote center Plan for Cochise County by Resolution 15-21 on August 25, 2015; and

WHEREAS, the vote centers approved at that time were used successfully in the 2016 Election cycle.

WHEREAS, Cochise County remains committed to improving the voter experience during an election; reducing the high number of provisional ballots cast; increasing voter participation through convenience and accessibility of voting; expediting vote tabulation, and conducting elections more efficiently with less cost; and

WHEREAS, a centralized location at which any registered elector in the political subdivision holding the election may vote, regardless of precinct assignment, allows the voter the convenience of appearing at any vote center and receiving the correct ballot for which the elector is entitled to vote; and

WHEREAS, pursuant to A.R.S. § 16-411(B)(4) the Cochise County Board of Supervisors has the authority to implement the use of vote centers in place of, or in addition to, designated precinct polling places,

NOW, THEREFORE, BE IT RESOLVED, that the Cochise County Board of Supervisors hereby approves the use of the seventeen vote centers in the areas indicated on Exhibit A hereto, during the 2018 Primary and General elections.

BE IT FURTHER RESOLVED, that the Cochise County Board of Supervisors confirms that use of vote centers will allow any registered voter in Cochise County to vote at any vote center on Election Day, regardless of precinct assignment.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2018.

Ann English, Chairman

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson, Chief Civil Deputy

EXHIBIT A

COCHISE COUNTY 2018 ELECTION - Vote Centers		
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VC17	St. David	St. David School 70 E Patton St
VC18	Mescal / J-Six	Peace in the Valley Church 551 S J-Six Rd

Find all the information you need re: Vote Centers at –
<https://www.cochise.az.gov/elections-special-districts/home>

RESOLUTION 18-__

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WHEREAS, Cochise County remains committed to improving the voter experience during an election; reducing the high number of provisional ballots cast; increasing voter participation through convenience and accessibility of voting; expediting vote tabulation, and conducting elections more efficiently with less cost; and

WHEREAS, a centralized location at which any registered elector in the political subdivision holding the election may vote, regardless of precinct assignment, allows the voter the convenience of appearing at any vote center and receiving the correct ballot for which the elector is entitled to vote; and

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PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this _____ day of _____, 2018.

Ann English, Chairman

ATTEST:

Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:



Britt Hanson, Chief Civil Deputy

EXHIBIT A

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Regular Board of Supervisors Meeting**Meeting Date:** 02/13/2018

Family Self-Sufficiency Renewal Grant

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:** 0**NAME of PRESENTER:** Anita Baca**TITLE of PRESENTER:** Housing Director**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 Family Self-Sufficiency Grant FSS17AZ0139-01-00 awarded by the U.S. Department of Housing and Urban Development to the Housing Authority of Cochise County in the amount of \$53,420 for the calendar year 2018.

Background:

The Family Self-Sufficiency (FSS) grant pays the salary of one full-time coordinator position. The program is designed to empower recipients of the Section 8 Housing Choice Voucher or HUD-Veterans Affairs Supportive Housing programs who earn little to no income. Together, the program participant and FSS Coordinator map out a path to empowerment and increasing household income. As the household income increases, the household portion of rent also does. The Housing Authority takes the amount of family portion rent increase and puts it into an escrow account the participant receives upon successful completion of the program. Some have used the escrow money to buy a home or further their education.

Department's Next Steps (if approved):

Continue administering the program through calendar year 2018.

Impact of NOT Approving/Alternatives:

If not approved, the Housing Authority will be unable pay the salary of the FSS Coordinator.

To BOS Staff: Document Disposition/Follow-Up:

No follow-up necessary.

Budget Information

Information about available funds

Budgeted: ☒

Funds Available: ☐

Amount Available: 53,420

Unbudgeted: ☐

Funds NOT Available: ☐

Amendment: ☐

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Housing FSS Grant Acceptance



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

OFFICE OF PUBLIC AND INDIAN HOUSING

January 17, 2018

1/19/2018 12:02:12

Mr./Ms. Anita Baca
Housing Authority of Cochise County
1415 Melody Lane, Bldg A
Bisbee, AZ 85603

Dear Mr./Ms. Baca:

The U.S. Department of Housing and Urban Development is pleased to inform you that the (Applicant Name) has been selected to receive an award for the FY 2017 Family Self-Sufficiency Program (FSS) competition for the following:

Total Renewal FSS Program Coordinator Position(s): 1 Total Amount: \$53420

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 FY17 FSS Notice of Funding Availability (NOFA) including the Affirmatively Furthering Fair Housing requirements. (Tribes/TDHEs are exempt from this requirement.)

Per the FY 2017 FSS NOFA, FSS funds may be used to perform routine Housing Choice Voucher (HCV) and/or Public Housing (PH) program functions *only if it enhances the effectiveness of the FSS program*, and does not interfere with the FSS Coordinator's ability to fully fulfill the role of the FSS Program Coordinator as his/her primary work. **FSS Coordinator positions MUST NOT be used to balance or fill-in gaps in traditional staffing. Performance of routine HCV and/or PH functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds. If a FSS coordinator will perform some PH or HCV functions, your agency must submit a request to HUD explaining how performing such duties enhance the FSS program; HUD approval is required before the FSS Coordinator performs these functions.**

Please refer to the FY2017 FSS NOFA, and the Grant Agreement for detailed information regarding administrative, financial, reporting requirements, and other terms and conditions of the award.

In previous years, Family Self-Sufficiency (FSS) awards were contracted through a paper-process, whereby grantees signed a Grant Agreement and a HUD-1044 form and returned it to their local HUD Field Office. Beginning in FY2017, awards for the Family Self-Sufficiency (FSS) program

will be made in the **Grant Solutions (GS)**, **Grants Management Module (GMM)**. The Grants Management Module is a web-based system that will improve transparency for grants management activities by allowing authorized users to see the status of your completed actions online. It also serves as a virtual file cabinet of award documents and correspondence associated with each grant. Additional information to assist you with steps required to access the Grant Solutions/Grants Management Module, accept your Notice of Award and review the Grant Agreement, will be provided.

As with FY16 awards, HUD's intent is to recapture all funds that are not expended by the end of the grant period (12/31/18). Please also ensure that all expenditures conform with local salary comparables, which were submitted with your application and are required by the NOFA to be kept on file. If you do not believe that you will use all awarded funds within the 12-month award period, please inform your Field Office Grant Administrator.

Your Field Office will request 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.

If you wish to appeal the determination on your application in accordance with the Office of Public and Indian Housing's Policy, you must submit your request within 30 calendar days of the date of this letter, or by **February 20, 2018**. Your appeal request must include the basis for your appeal and must be sent to GMC_FSS_Debriefings@hud.gov and a copy to Cedric Brown, Director, Grants Management Center, at cedric.a.brown@hud.gov. In the event HUD committed an error that, when corrected, would result in increased funds, HUD may issue a revised award, subject to the availability of funds.

Separate and apart from an appeal request, you are entitled to request a debriefing related to your application during a period of at least 120 calendar days, beginning 30 calendar days after the FSS grant awards are publicly announced. If you would like to schedule a teleconference-based debriefing, you may send a written request via email to Cedric Brown, Director, Grants Management Center at cedric.a.brown@hud.gov and copy to GMC_FSS_Debriefings@hud.gov. Please note that a debriefing is intended to provide information and is not the same as an appeal.

Should you have questions concerning this award letter, please contact Cedric Brown at cedric.a.brown@hud.gov. Again, congratulations and thank you for your support of HUD and its programs.

Sincerely,



Cedric A. Brown
Director
Grants Management Center

1. DATE ISSUED MM/DD/YYYY 01/16/2018	2. CFDA NO. 14.896	3. ASSISTANCE TYPE Project Grant
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. FSS17AZ0139-01-00 Formerly	5. ACTION TYPE New	
6. PROJECT PERIOD From 01/01/2018	Through 12/31/2018	
7. BUDGET PERIOD From 01/01/2018	Through 12/31/2018	

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

451 7th Street S.W.,
Washington, DC, DC 20410

NOTICE OF AWARD

8. TITLE OF PROJECT (OR PROGRAM)
Cochise County Family Self-Sufficiency Program

9a. GRANTEE NAME AND ADDRESS
Housing Authority of Cochise County
1415 Melody Ln # A
Bisbee, AZ 85603-3027

9b. GRANTEE PROJECT DIRECTOR
Mrs. Anita Baca
1415 Melody Lane, Bldg A
Bisbee, AZ 85603-0000
Phone: 520-432-8883

10a. GRANTEE AUTHORIZING OFFICIAL
Mrs. Anita Baca
1415 Melody Lane, Bldg A
Bisbee, AZ 85603-0000
Phone: 520-432-8883

10b. FEDERAL PROJECT OFFICER
Mr. Cedric Brown
451 7th Street S.W.,
Washington, DC 20410
Phone: 202-402-0000

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT				14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited in remarks or attachment below. b. The grant program regulations cited in remarks or attachment below. c. This award notice including terms and conditions, if any, noted below under REMARKS. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.	
a. Amount of HUD Financial Assistance		53,420.00			
b. Less Unobligated Balance From Prior Budget Periods		0.00			
c. Less Cumulative Prior Award(s) This Budget Period		0.00			
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION		53,420.00			
12. Total Federal Funds Awarded to Date for Project Period		53,420.00			
13. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):					
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS		
a. 2		d. 5			
b. 3		e. 6			
c. 4		f. 7			

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

GRANTS MANAGEMENT OFFICER: Ms. Wilson, Susan

15. OBJ CLASS	4120	16a. VENDOR CODE	421541685	16b. EIN	421541685	17. DUNS	135910581	18. CONG. DIST.	02
FY-ACCOUNT NO.		DOCUMENT NO.		ADMINISTRATIVE CODE		AMT ACTION FIN ASST		APPROPRIATION	
19. a.	17SFS001	b.	FSS17AZ0139	c.	FSS	d.	\$53,420.00	e.	86 1718 0350
20. a.		b.		c.		d.		e.	
21. a.		b.		c.		d.		e.	

AWARD ATTACHMENTS

Housing Authority of Cochise County

FSS17AZ0139-01-00

1. Grant Agreement

FISCAL YEAR 2017

FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT (CFDA Number: 14.896)
(Attachment to *NOTICE OF AWARD*)

ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS

1. Award type: This is a cost-reimbursable, performance-based grant.
2. The Grantee's application and the HUD grant approval letter, including any special conditions, are incorporated into this agreement.
3. This agreement shall be effective immediately electronic signature of the grantee.
4. Period of performance: The period of performance will be 12 months. *For renewal grantees, the 12-month period of performance will generally begin the day after the most recent FSS grant expires. For most grantees, this will be January 1, 2018 to December 31, 2018. PLEASE NOTE: Funds (from this grant or previous FSS grants) not expended by the time that the FY18 grant awards go into effect MAY BE recaptured by HUD. HUD will work with grantees to determine the most efficient use of granted funds.*
5. This Grant Agreement will be governed by the following as they may from time to time be amended: the HUD Appropriations Acts, the United States Housing Act of 1937 as amended, the FY 2017 FSS NOFA dated 8/15/17, the Code of Federal Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 2 CFR Part 200 any applicable OMB Regulations or Circulars, and Handbooks and Notices issued by HUD.
6. In executing this agreement, the Grantee agrees to abide by the provisions contained within all applicable Federal laws, Executive Orders, OMB Circulars, specifically OMB Circular A-110, any assurances and certifications in the final HUD-approved application (the original approved application may have required amendments by the field/applicant), and 24 CFR Part 984, as applicable.

ARTICLE II: HUD REQUIREMENTS

SUB-ARTICLE A – GRANT ADMINISTRATION, CONDITIONS REQUIRING TERMINATION OF FUNDING

1. The Grantee shall participate in meeting(s) (if requested by HUD) with HUD's local field office for the purpose of establishing a common understanding and strategy with respect to grant administration, timeline, deliverables, grant objectives, performance measures, and the scope of work necessary to achieve grant objectives.
2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and facilities and shall otherwise do all things necessary for, or incidental to, the performance of the activities and tasks set forth in the approved application, and this Grant Agreement (except as otherwise specified).
3. The Grantee agrees that costs incurred prior to the execution of this Grant Agreement and implementation of HUD-approved grant activities, shall not be reimbursable by using funds from this grant except where the period of performance is back-dated with HUD approval due to HUD funding cycles.

- 1 4. The work to be performed under this Grant Agreement is outlined in the NOFA.
2
- 3 5. The grant funds shall be used only for eligible activities. Where a narrative is required, the local
4 HUD Field Office may request additional information or documentation to clarify or verify items
5 included in the written narrative submitted by the grantee.
6
- 7 a. **HCV or PH Program Functions:** *Per the FY 2017 FSS NOFA*, FSS funds may be used to
8 perform routine HCV and/or PH program functions but only if the use of the FSS funds
9 enhances the effectiveness of the FSS program. The performance of routine HCV/PH
10 program functions may not be such that it impedes the ability of the FSS Coordinator(s) to
11 effectively perform FSS functions. Performance of routine HCV and/or PH functions for non-
12 FSS families does not enhance the effectiveness of the FSS program and is therefore an
13 ineligible use of FSS funds. Additionally, while FSS funds may be used to perform
14 homeownership functions for FSS families, this may not be the sole function for which funds
15 are used. Refer to the FY 2017 FSS NOFA for more information on eligible and ineligible
16 uses of funds.
- 17 i. Grantees requesting to use FSS funds for HCV/PH program functions must submit, to
18 its local HUD Field Office, a narrative justification, explaining the routine HCV
19 and/or PH program function(s) performed by the FSS coordinator, how it will
20 enhance the effectiveness of the FSS program, and why it does not impede the ability
21 of the FSS Coordinator(s) to effectively perform FSS functions. The grantee must
22 also certify that the function(s) is not performed for non-FSS families.
23
- 24 b. **Family Self-Sufficiency Guidebook and Online Training:**
- 25 i. Grantees are strongly encouraged to review *Administering an Effective Family Self-*
26 *Sufficiency Program: A Guidebook Based on Evidence and Promising Practices*.
27 This guidebook provides FSS Coordinators, PHA and HUD staff with guidance on
28 how to develop and administer a successful and effective FSS program. A weblink to
29 this resource can be found on HUD's [FSS homepage](#).
30
- 31 ii. Grantees are strongly encouraged to complete the FSS Online Training. This self-
32 directed, web-based training provides a comprehensive overview of how to
33 administer an effective FSS program. HUD strongly encourages each FSS Program
34 Coordinator to "GET CREDIT" for the training; specific instructions on activating
35 the "get credit" function are provided on introductory page of the training course.
36 The online training is **FREE** and takes approximately 8 to 10 hours to complete. A
37 weblink to this resource can be found on HUD's [FSS homepage](#). **Please note:**
38 ***Completion of the FSS Online Training may be mandatory for eligibility in future***
39 ***FSS NOFA funding.***
40
- 41 c. **Administrative and Training Costs:** *Per the FY 2017 FSS NOFA*, administrative and
42 training costs may be allowable costs subject to the provisions as described in Section ii.A.1
43 of the NOFA. Funds awarded under this NOFA that are projected to remain unexpended by
44 the end of the grant period for adequate reasons (such as FSS coordinator turnover or
45 prolonged absence) may also be used for eligible administrative and training costs related to
46 the FSS program, subject to prior HUD approval and a cap of 10% of the total award
47 amount. (For example, if the grantee was awarded a \$45,000 grant, no more than \$4,500 of
48 this total may be approved for eligible administrative and training costs.) Such

1 *administrative and training costs must be related to the FSS program and attributable to the*
2 *PHA (not to the family).*

3
4 i. Examples of eligible administrative expenses include, but are not limited to, mileage
5 costs for visits to FSS families in relation to the FSS coordinator's case
6 management/coaching functions and cost of FSS outreach materials.

7
8 ii. Examples of ineligible administrative costs include, but are not limited to, security
9 deposits, landlord incentives, and food and beverages.

10
11 iii. Examples of eligible training expenses include, but are not limited to, training
12 materials, and/or cost of registration for trainings related to case management, service
13 coordination, and economic self-sufficiency.

14
15 d. **Request to Use Funds for Administrative/Training Costs:** PHAs or tribes/TDHE seeking
16 to use funds for these purposes must seek prior approval from their local HUD Field Office
17 before the grant period closes. *If a PHA or tribe/TDHE submits a request to use funds for*
18 *administrative and/or training costs during the first, second, or third quarter of the grant*
19 *period, the PHA or tribe/TDHE will have until the end of the grant period to expend funds or*
20 *funds will be recaptured at the end of the one-year grant period. If a PHA or tribe/TDHE*
21 *submits a request to use funds for administrative and/or training costs during the last quarter*
22 *of the grant period, the PHA or tribe/TDHE will have up to 3 months after the grant period to*
23 *expend funds or funds will be recaptured.*

24
25 i. Grantees requesting to use unexpended funds for administrative/training costs must
26 also submit, to its local HUD Field Office, a narrative justification explaining the
27 cause for the unexpended funds, the amount of funds requested, what and how the
28 funds will be used, including how it is related to the FSS program and attributable to
29 the PHA (not the family).

30
31 6. Should any of the following conditions arise, grantees are required to submit in writing any changes
32 to the previously-approved grant to the appropriate local HUD field office personnel:

- 33
34 a. Any change in the scope, objective, or conditions of the program.
35 b. Changes in any subcontracting, or otherwise obtaining the services of a third party to
36 perform activities that are central to the purposes.
37 c. Other changes that may adversely affect the program.

38
39 7. Grantees needing to extend the term of their grant in order to fully accomplish their goals should
40 request an extension in writing sixty calendar days prior to the grant termination date. This grant
41 extension must also be pursuant to 2 CFR Part 200.309(d). The request must be submitted to the field
42 office for review and approval. Extensions will generally only be granted if no funding is awarded to
43 the grantee in the following year. The Grantee must also:

- 44
45 a. Submit a narrative justification explaining why the extension is needed, how much
46 additional time will be required, the circumstances that require the proposed extension,
47 the work that will be conducted during the extension period, and the effect a denial would
48 have on the program. The local HUD field office may request additional information or

documentation to clarify or verify the items included in the written narrative submitted by the grantee to support the extension.

- b. Have satisfied all special conditions of the grant agreement except those that would be fulfilled in the remaining period of the grant. This includes the performance and resolution of audit findings in a timely manner.

Grantees should be aware that any extensions (other than those caused by HUD funding cycles) may result in a negative impact on the Past Performance review in future grant applications.

8. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will approve/reject requested changes as appropriate. Generally, HUD will approve such requests within 30 days of submission. Approved changes will be reflected by an amendment to this Grant Agreement and any other documentation as directed by HUD. Amendments will become effective when the Grantee has electronically signed the amending documents.
9. In general, if the Grantee's program is not implemented within **60 days of the grant start date (the start date is the date when the Notice of Award and Grant Agreement is signed by the Grantee)**, the Grantee must report in writing to the appropriate HUD field office of the steps taken to initiate the program, resulting changes to the timetable, the reason for the delay, and the expected starting date. Any timetable revisions as a result of the delay must be included for HUD approval. Renewal grantees are not subject to this implementation requirement. However, renewal grantees must start drawing down the 2017 funds within 30 days of the period of performance start date (see Article I, Number 4 above), unless the grantee justifies in writing to the appropriate HUD field office the delay in drawdown of funds. Also, see Sub-Article B, Number 3 below. **NOTE:** Failure to comply with this requirement may result in termination of this agreement and recapture of grant funds. **PLEASE NOTE:** All 2017 FSS grantees are considered renewal grantees.
10. HUD may terminate funding if the Grantee demonstrates an unwillingness or inability to implement and maintain the program; does not use procedures that will minimize the time elapsing between drawdowns and disbursements of grant funds; does not adhere to agreement requirements or special conditions; engages in the improper award or administration of grant subcontracts; does not submit required reports; or produces unacceptable deliverables.

SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES

1. Prior to initial drawdown of funds, all Grantees must have secured online access to the Internet as a means to communicate with HUD on grant matters. Applicants shall draw down funds using the electronic Line of Credit Control System (e-LOCCS)
2. As applicable, the Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR Part 200 including audit requirements. The final audit report must cover the entire period of the grant. The audit must be submitted to HUD no later than **30 days** after the grant is closed, covering the entire award period originally approved or amended. All other requirements of 2 CFR Part 200 shall apply. For grantees where an audit is required, a single audit or a program-specific audit is acceptable. If a grantee chooses a single audit, the final audit report that includes this grant is due no later than **30 days** after the single audit is completed. *According to 2 CFR 200.501, grantees that expend less than \$750,000 in federal awards are exempt from the audit requirement, but records must be available for review or audit.*

1
2 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and the
3 disbursement of funds. The HUD funds are to be made available based on actual need. The Grantee
4 must make a drawdown *only* for incurred costs. Drawdowns in excess of need may result in special
5 procedures for payments, or termination of the grant when there are persistent violations. Funds
6 requisitioned through LOCCS must be disbursed within three calendar days after receipt of funds
7 drawdown.

8
9 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]**

- 10
11 1. The Grantee may not draw down grant funds until all pre-conditions listed in the Notice of Award,
12 this Grant Agreement, the NOFA or in the award letter, are completed by the grantee and verified by
13 HUD.
14
15 2. Payments of grant funds shall be through electronic funds transfer using e-LOCCS. Initial drawdown
16 cannot be earlier than the start date of the grant term.
17
18 3. **E-LOCCS Program Edits.**
19
20 a. E-LOCCS will automatically perform a series of review edits (both generic and program
21 specific) of each payment request. Failure of one of the program edits will cause the payment
22 request to be referred to the HUD field office for review.
23
24 b. The HUD field office will complete the review. The request will remain in the system and
25 further drawdowns will not be allowed until that review is complete and the drawdowns
26 approved or rejected.
27
28 c. The Grantee shall immediately contact the HUD field office when there is a question
29 regarding the request or when the request has been referred to the HUD program office for
30 review. A request will be referred to the program office for review when:
31
32 i. There are requests for over 10% of total grant funds per calendar month;
33
34 ii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*, as defined
35 by this agreement and 2 CFR part 200. E-LOCCS shall not accept a request for funds
36 if required reports from the Grantee are ten or more days overdue and will not accept
37 future requests until the HUD field office confirms receipt and approval of the reports
38 in e-LOCCS.
39
40 iii. If the Grantee repeatedly fails to submit required forms, e-LOCCS will be converted
41 to a system in which the HUD Field Office will **manually** review each drawdown
42 request prior to releasing funds to the Grantee.
43
44

45 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**

- 46
47 1. Please see Article II, Sub-Article A, Number 5 above.
48

- 1 2. The Grantee's budget consists of three Budget Line Items (*1868 and 1268 will begin as \$0 and will*
2 *only be changed upon approval of a request* See Article II, Sub-Article A, Number 5 above):

3
4 1168 – FSS Coordinator (salary & fringe)
5 1868 – Administrative Costs
6 1268– Training Costs
7

8 **SUB-ARTICLE E: REPORTING REQUIREMENTS**
9

10 The Grantee must evaluate its activities and submit a SF-425 to HUD. The SF-425 shall be submitted
11 to the Grantee's area ONAP/Public Housing Director in the recipient's local HUD field office
12 no later than January 30, 2019, unless granted an extension by HUD. The reporting period
13 will cover the 2018 Calendar Year (1/1/2018-12/31/2018). Grantees must also ensure that
14 reporting on Section 17 of the HUD-50058 is correct and up to date within the PIC system.
15

- 16 1. HUD shall determine the Grantee's progress based upon a review of HUD-50058 Section 17 data
17 submitted to PIC as well as compliance with financial and reporting requirements.
18
19 2. The HUD field office shall maintain official records on the Grantee's performance measures and its
20 progress reports. However, the Grantee must also maintain such records, including the SF-425, HUD
21 review, and/or evaluations.
22

23 **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**
24

- 25 1. Grantees must comply with all current HUD program rules and regulations.
26
27 2. The Grantee shall maintain, and have access to, copies of documents relating to the award and
28 administration of this grant for at least three years after final closeout date of the grant for inspection
29 by HUD, the General Accounting Office, or their duly authorized representatives.
30
31 3. The accounting systems of the Grantee must ensure that HUD funds are not co-mingled with funds
32 from other Federal, State, Tribal, or local government agencies or other HUD program funds. Funds
33 specifically budgeted and/or received for one program may not be used to support or reimburse
34 another. Where the Grantee's accounting system cannot comply with this requirement, the Grantee
35 must establish a system to provide adequate fund accountability for each program for which it has
36 been awarded funds. The Grantee's selection of depository facility (such as a bank for example)
37 shall be compliant with Federal regulations and have insurance from the Federal Deposit Insurance
38 Corporation or the National Credit Union Share Insurance Fund to insure the established account.
39
40
41 4. The Grantee agrees to comply with the following requirements for which HUD has enforcement
42 responsibility:
43
44 a. Administrative requirements of 2 CFR Part 200. These include procurement
45 requirements, as applicable.
46

- 1 b. Grantees are required to comply with the Cost Principles set forth in 2 CFR Part 200,
2 Subpart E.
3
- 4 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the following:
5
- 6 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
7 (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued
8 at 24 CFR Part 1.
9
- 10 b. The prohibitions against discrimination on the basis of age under the Age Discrimination
11 Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and
12 the prohibitions against discrimination against handicapped individuals under section 504
13 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24
14 CFR Part 8.
15
- 16 c. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the
17 implementing regulations issued at 41 CFR Chapter 60.
18
- 19 d. For grantees using their funds to support residents of conventional Public Housing (i.e.
20 not Housing Choice Vouchers), the requirements of Section 3 of the Housing and Urban
21 Development Act of 1968, (12 U.S.C. 1701u) State that (1) to the greatest extent feasible,
22 opportunities for training and employment arising in connection with the planning and
23 carrying out of any project assisted with grant funds be given to low-income persons
24 residing within the unit of general local government or the metropolitan area (or non-
25 metropolitan county) as determined by HUD, in which the project is located; and (2) to
26 the greatest extent feasible, contracts for work to be performed in connection with any
27 such project be awarded to business concerns, including but not limited to individuals or
28 firms doing business in the field of planning, consulting, design, architecture, building
29 construction, rehabilitation, maintenance, or repair, which are located in or owned in
30 substantial part by persons residing in the same metropolitan area (or non-metropolitan
31 county) as the project.
32
- 33 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain
34 certifications and disclosures from all covered persons.
35
- 36 7. Drug-free Workplace Requirements (Grants) in 24 CFR 2424.
37
- 38 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 24 CFR Part
39 2424, Subparts A through J, which are applicable to contractors and subgrantees.
40
- 41 9. Other applicable regulations.
42
- 43 10. The Grantee's computer systems must operate in accordance with HUD's computer systems and
44 software to facilitate any and all electronic documents for conversion to HUD computer systems and
45 software. That is, when sending/transferring documents, e-mail, or CDs to HUD, the systems must be
46 compatible so that HUD receives an exact copy.
47

- 1 11. The Grantee's computer and information systems must be able to access HUD's website(s) so that
2 data can be inputted as may be required by the grant; information can be retrieved; and funding
3 through HUD's E-LOCCS system may be accessed.
4

5 **SUB-ARTICLE G: GRANT CLOSEOUT**
6

- 7 1. Code of Federal Regulations (CFR), 2 CFR Part 200 prescribes uniform closeout procedures for
8 Federal cooperative agreements/grant agreements.
9
- 10 2. It is the responsibility of the Grantee to comply in full with all closeout-reporting requirements and to
11 submit closeout reports in a timely manner.
12
- 13 3. The Grantee shall initiate project closeout within 30 days of the grant's termination date. At HUD's
14 option, the Grantee may delay initiation of project closeout until the resolution of any HUD
15 monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.
16
- 17 4. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance
18 with the grant agreement. The Grantee shall cooperate with any and all reviews which may include
19 making available records requested for on-site HUD inspection.
20
- 21 5. Within **30 days** after the end date of the grant or any approved extension (revised end-date), the
22 following documents must be submitted by the Grantee to the HUD field office:
23
- 24 a. A certification of project completion which is a statement signed by the grantee.
25
- 26 b. A certification of compliance with all requirements of the grant agreement which is a
27 statement signed by the grantee
28
- 29 c. **Financial Report (SF-425) (see Sub-Article E).** For FSS, the Grantee submits an SF-425
30 for the 12-month period of the grant. This submission also serves as the grant's final report
31 which is a cumulative summary of expenditures to date and must indicate the exact balance of
32 unexpended funds. (The report shall cover the grant start date to the end of grant). When the
33 final HUD form SF-425 is approved, the HUD field office will establish the amount due to
34 HUD or cancel (recapture) any unused grant funds as applicable.
35
- 36 6. When the HUD field office has determined to its satisfaction that the grant activities were completed
37 and all Federal requirements were satisfied, the HUD field office will execute a closeout amendment
38 to the Grant Agreement with the Grantee.
39
- 40 7. The Closeout Agreement or clause will include the Grantee's agreement to abide by any continuing
41 Federal requirements.
42
- 43 8. Failure to submit the required financial report or any required audit report; or to resolve program,
44 financial or audit issues, may result in a suspension or termination of any and/or all HUD grant
45 payments.
46

SUB-ARTICLE H: DEFAULT

1. **Definition.** A default under this Agreement shall consist of *using grant funds for a purpose other than as authorized by this agreement*; any noncompliance with legislative, regulatory, or other requirements applicable to this Agreement; any other material breach of this Agreement; or any material misrepresentation in the application submissions.
2. **HUD Preliminary Determination of Default.** If HUD makes an initial determination that the Grantee is in default, HUD will give the Grantee written notice of this determination and of the corrective or remedial action the Grantee must take in order to avoid default. The Grantee shall have an opportunity to demonstrate, per HUD Handbook 2210.17, and on the basis of substantial facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate or unnecessary, before HUD implements the remedial action.
3. If HUD determines that there is an imminent probability that the Grantee will continue to expend grant funds contrary to this agreement unless HUD takes immediate action, HUD may, at the time of written default notification to the Grantee, order a remedial action appropriate to prevent such expenditure.
4. Corrective or remedial actions that HUD may order under this Agreement include, but shall not be limited to, the following:
 - a. Requiring the Grantee to prepare and follow a HUD approved schedule of actions and/or a plan for properly completing the activities approved under the grant;
 - b. Discontinuing drawdowns under e-LOCCS and prohibiting payment or reimbursement for any grant activities or, if more appropriate, for only those activities affected by the default; and
 - c. Requiring reimbursement by the Grantee to HUD for grant amounts used improperly.
5. **Grantee Failure to Remedy Default.** Where HUD determines that remedial actions required by HUD to be taken by the Grantee have not been undertaken as instructed, or will not be effective in correcting the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this Agreement:
 - a. Put a hold on draws from e-LOCCS pending HUD manual review and approval of every drawdown request and permit draws only on a reimbursement basis.
 - b. Suspend the Grantee's authority to make drawdowns for affected activities for no more than ninety (90) days pending action to cure the default and to prevent further default by the Grantee, or pending final remedial action by HUD.
 - c. Reduce the grant in the amount affected by the default;
 - d. Terminate the grant and initiate closeout procedures;

- 1
2 e. Take action against the Grantee under 24 CFR Part 24 with respect to future HUD or
3 Federal grant awards;
4
5 f. Require reimbursement by the Grantee to HUD for grant amounts used improperly; and
6
7 g. Take any other remedial action legally available.
8

9
10 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**
11 **BY AGREEMENT BETWEEN HUD AND GRANTEE**

- 12 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or activity by
13 using the Notice of Award and/or grant agreement in whole or in part, at any time.
14
15 2. HUD or the Grantee, in accordance with 2 CFR Part 200 may terminate the agreement for
16 convenience, after 30 days advance written notice, if it is in the best interest of any of the parties. The
17 termination notice must specify the reason for the termination action and the proposed effective date.
18
19

20 **SUB-ARTICLE J: DISPUTES**
21

22 During the performance of this grant, disagreements may arise between the Grantee and HUD on various
23 issues. In accordance with 2 CFR 200.341, if a dispute concerning a question of fact arises, after hearing
24 from the Grantee, the HUD Field Office Director shall prepare a final decision, taking into account all
25 facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal
26 any decision by letter to the local HUD Field Office Director, Public Housing Division/Office of Native
27 American Programs of the HUD office administering this Grant Agreement. The decision of the Field
28 Office Director shall be final.
29
30
31
32

33 **ARTICLE III: GRANTEE PERFORMANCE**
34

35 HUD will judge performance based upon whether the Grantee achieves the agreed upon activities within
36 grant time limits and within budget and whether the Grantee has produced tangible results through the
37 implementation of grant activities.
38

39 **ARTICLE IV: GRANTEE MISREPRESENTATION**
40

41 The Grantee or any subcontractor to the Grantee bound by this instrument who makes or causes to be
42 made a false statement, claim, or misrepresentation, which the Grantee or entity knows or has reason to
43 know is false, may be imprisoned and/or fined in accordance with civil or criminal penalties and/or fines
44 applicable under law, including Title 18 of the United States Code (U.S.C.), Title 31, et seq. (Program
45 Fraud Civil Remedies Act) and any other applicable provisions of Federal, State or local law.

Regular Board of Supervisors Meeting**Meeting Date:** 02/13/2018

State and Federal Legislation Discussion

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

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

Background:

na

Department's Next Steps (if approved):

na

Impact of NOT Approving/Alternatives:

na

To BOS Staff: Document Disposition/Follow-Up:

na

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**LPC Agenda



County Supervisors ASSOCIATION of arizona

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

Revised 2/8/18

COUNTY SUPERVISORS ASSOCIATION LEGISLATIVE POLICY COMMITTEE AGENDA

February 9, 2018

Teleconference 1-866-228-9900

Access Code 326208#

[Web Link](#)

County Supervisors Association
1905 W. Washington St.
Phoenix, AZ

9:00 a.m. Call to Order ~ *President Anthony Smith*

A) Approval of the Minutes of the February 2, 2018, Legislative Policy Committee Meeting (*previously distributed*)

B) State Budget Update

C) Legislative Bills for Discussion

1) **Water Bills**

- a) [HB 2512 water program amendments](#) (Bowers) / [SB 1507 water program amendments](#) (Griffin)
- b) [HB 2608 well reporting; Mohave; La Paz basins](#) (Cobb)

2) **Pension Bills**

- a) [HB 2545 EORP; cost-of-living adjustment](#) (Livingston) / [SB 1292 EORP; cost-of-living adjustment](#) (Farnsworth)
- b) [HB 2564 court fees; EORP; state contribution](#) (Livingston)
- c) [HCR 2032 public retirement systems](#) (Livingston) / [SCR1010 public retirement systems](#) (Farnsworth)
- 3) [HB 2320 development agreements; prohibited agreements](#) (Livingston)
- 4) [HB 2383 authorize emergency vehicles; probation officers](#) (Clodfelter)
- 5) [HB 2479 TPT; digital goods & services](#) (Ugenti-Rita) / [SB 1392 TPT; digital goods & services](#) (D. Farnsworth)
- 6) [HB 2501 PTSD; workers' compensation; presumption](#) (Boyer)
- 7) [HB 2529 sober living homes; certification.](#) (Campbell) / [SB 1465 sober living homes; certification](#) (Brophy McGee)
- 8) [HB 2588 appropriations; essential county services](#) (Cook)
- 9) [SB 1063 produce safety rule; state administration](#) (Griffin)
- 10) [SB 1201 county treasurer; electronic records; liens](#) (Worsley)
- 11) [SB 1281 street lighting improvement districts; consolidation](#) (Kavanagh)
- 12) [SB 1466 voting centers; board of supervisors](#) (Grey)
- 13) [SB 1492 payment in lieu of taxes](#) (Griffin)
- 14) [SCM 1007 rural schools; reauthorization; urging Congress](#) (Griffin)
- 15) [SCM 1018 payments in lieu of taxes](#) (Griffin)



D) CSA Legislative Agenda

- 1) [HB 2190 county improvement districts; repayment agreements](#) (Mitchell)
- 2) [HB 2274 county contributions; hospitalization; medical; repeal](#) (Thorpe)
- 3) [HB 2413 public road maintenance; primitive designation](#) (Cook)
- 4) [HB 2415 juvenile dependency proceedings fund](#) (Cobb)
- 5) [HB 2439 county contributions; committed youth; repeal](#) (Thorpe)
- 6) [SB 1038 state land payments; payment method](#) (Griffin)
- 7) [SB 1113 zoning violations; notice; service](#) (Fann)
- 8) [SB 1410 transient lodging tax; rural counties](#) (Borrelli)
- 9) Super Majority to Levy County Excise Taxes

E) Other Legislative Issues

- F) Next Meeting Date and Time (*Thursday, February 15, at 10:00 a.m.; then Friday, February 23, at 9:00 a.m.*) PLEASE NOTE THE NEXT LPC WILL BE HELD IN CONJUNCTION WITH THE CSA BOARD OF DIRECTORS MEETING

G) Other Business

H) Adjourn

LPC Bills for Consideration February 9, 2018

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
Water Bills				
HB 2512 & SB 1507	water program amendments	<i>Bowers/Griffin</i>	Various changes to statutes relating to water. The Department of Water Resources (DWR) is required to prepare a desalination action plan that includes specified provisions and submit the initial plan to the Governor and the Legislature by September 30, 2019. Requires legislative approval, in addition to DWR approval, for a person to transport water out of Arizona. Requires DWR to adopt rules to calculate extinguishment credits in the Pinal Active Management Area (AMA) by January 1, 2019. Declares that the use of groundwater to water plants in containers on or above the surface of the ground is a non-irrigation use and establishes requirements for the use of groundwater for this purpose. The Director of DWR is required to adopt a management plan for each initial AMA no later than January 1, 2023 for the sixth management period, 2025 to 2035. DWR is required to include in the management plans a non-per capita conservation program for municipal providers that requires a municipal provider regulated under the program to implement one or more water conservation measures in its service area. Responsibility for oversight of natural resource conservation districts is transferred to the Department of Forestry and Fire Management, from the State Land Department, and session law provides for the transfer and succession of all matters, property and records. Much more. Several sections of statute amended by this legislation are effective from and after an unspecified date (blank in original).	Referred to Senate Natural Resources, Energy and Water on 1/31; Held on 2/5 On House Natural Resources, Energy and Water Agenda for 2/6 and 2/8
HB 2608	well reporting; Mohave; La Paz basins	<i>Cobb</i>	Creates reporting well requirements for wells in Hualapai Valley basin, the Sacramento Valley basin, the Renegras Plain basin, the McMullen Valley basin or the Butler Valley basin if : 1. the well was drilled on or after January 1, 2012; 2. the well has a pump with a maximum capacity of more than one hundred gallons per minute. Repeals the section from and after December 31, 2020.	No action
Pension Bills				
HB 2545 & SB 1292	EORP; cost-of-living adjustment	<i>Livingston/ D. Farnsworth</i>	For the Elected Officials' Retirement Plan, each retired member or survivor of a retired member is eligible to receive a compounding cost-of-living adjustment in the base benefit based on the average annual percentage change in the metropolitan Phoenix-Mesa consumer price index, with the immediately preceding year as the base year for making the determination, up to a maximum of two percent of the retired member's or survivor's base benefit annually. Repeals statutes governing EORP benefit increases. Conditionally enacted on the state Constitution being amended, as prescribed in an unspecified Senate concurrent resolution (blank in original), by the voters at the 2018 general election.	No action
HB 2564	court fees; EORP; state contribution	<i>Livingston</i>	Statutory fee amounts received by the clerk of the superior court and justices of the peace are increased by 9 to 16 percent. Of the monies received from the fees that are not kept by the court pursuant to statute, the county treasurer or justice of the peace is required to transmit 6 percent to the Elected Officials' Retirement Plan Fund for the purpose of funding a portion of the state employers' contributions. The percentages of the monies that are transmitted to various other funds are all decreased. Due to a potential increase in state revenue, this legislation requires the affirmative vote of at least 2/3 of the members of each house of the Legislature for passage, and becomes effective on signature of the Governor.	No action
HCR 2032 & SCR 1010	public retirement systems	<i>Livingston/ D. Farnsworth</i>	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to provide that the Constitutional provision prohibiting public retirement system benefits from being diminished or impaired does not prohibit certain adjustments to the Corrections Officer Retirement Plan as provided in S1442 as enacted by the 53rd Legislature, 1st Regular Session, and does not prohibit certain adjustments to the Elected Officials' Retirement Plan as provided in an unspecified House bill (blank in original). The Legislature requests the Secretary of State return SCR1023, 53rd Legislature, 1st Regular Session, to the Legislature and submit this resolution in lieu of SCR1023.	No action
Other Bills for Consideration				
HB 2320	development agreements; prohibited agreements	<i>Livingston</i>	Counties and municipalities are prohibited from requiring development agreements to contain a provision requiring the wages paid by the contractor or subcontractor to be no less than the prevailing rate of wages for work of a similar nature. Counties and municipalities are prohibited from requiring in any development agreement that a contractor, subcontractor or material supplier become a party to a "project labor agreement" (defined), enter into a "neutrality agreement" (defined) with a labor organization, or participate in an apprenticeship program.	Referred to House Commerce on 1/18 On House Commerce Agenda for 2/6
HB 2383	authorize emergency vehicles; probation officers	<i>Clodfelter</i>	For the purpose of transportation statutes, the definition fo "authorized emergency vehicle" is expanded to include a probation officer's vehicle.	Referred to House Transportation and Infrastructure on 1/18 On agenda for 2/7

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2479 & SB 1392	TPT; digital goods & services	<i>Ugenti-Rita/D. Farnsworth</i>	The business of selling licensing for use of "prewritten computer software" (defined), regardless of delivery method, and selling "specified digital goods" that are "transferred electronically" (both defined) are added to the retail classification of transaction privilege taxes. The sale of prewritten computer software and specified digital goods must be sourced to the seller's business location if the seller receives the order at a business location in Arizona, and to the purchaser's location in Arizona if the seller receives the order at a business location outside Arizona. For the purpose of transaction privilege and use taxes and local excise taxes, gross income, gross receipts or gross proceeds from selling, leasing or licensing "specified digital services" and "specified digital goods" that are remotely accessed by a customer and not transferred electronically to the customer, are excluded from tax. Contains a legislative intent section, which states that this legislation is not intended to affect, and may not be cited or applied in, any administrative or judicial action pending on the effective date of this legislation that considers the construction, interpretation or application of any statutory or administrative provision regarding the taxation of digital goods and services.	HB referred to House Ways & Means on 1/24 SB referred to Senate Finance on 1/29
HB 2501	PTSD; workers' compensation; presumption	<i>Boyer</i>	For the purpose of workers' compensation, post-traumatic stress disorder (PTSD) is presumed to be an occupational disease and deemed to arise out of and in the course of employment for a "first responder" (defined) if a list of specified conditions apply, including that a licensed mental health professional determines that the first responder has PTSD resulting from the performance of his/her job duties. The list of circumstances under which the state and political subdivisions are required to provide licensed counseling to a public safety employee is modified to include the use of deadly force or being subjected to deadly force in the line of duty regardless of whether the employee was physically injured (previously applied only to peace officers), witnessing the death of another public safety employee while engaged in the line of duty (previously applied only to firefighters), and in the case of a firefighter or peace officer, being exposed to a psychologically traumatic event or series of events in the course of employment. The list of public safety employees subject to this requirement is expanded to include a rescue or ambulance worker who is a member of any public retirement system. Employers are prohibited from requiring public safety employees receiving treatment under this program to use paid time off and are required to allow the employees to select their own licensed mental health professionals. The repeal date of January 1, 2023 for the licensed counseling requirements is deleted.	On House Health agenda for 2/8
HB 2529 & SB 1465	sober living homes; certification	<i>Campbell/Brophy McGee</i>	The Department of Health Services is required to contract with an "approved certifying organization" that is affiliated with an "approved national organization" (both defined) to certify each sober living home in Arizona and investigate and address complaints. The Dept is required to approve the standards to certify sober living homes, and provisions that must be included in the standards are listed. Each sober living home in Arizona is required to be certified, and a person operating a sober living home within certification is subject to a civil penalty of up to \$1,000 for each violation. The Dept is required to establish fees for certification. Repeals statutes authorizing counties and municipalities to adopt standards for structured sober living homes that comply with state and federal fair housing laws and the Americans with Disabilities Act.	On House Health agenda for 2/8
HB 2588	appropriations; essential county services	<i>Cook</i>	Appropriates \$1,650,150 in FY2019 to be equally distributed among counties with population between 200,000 and 900,000. Appropriates \$8,000,000 from the State GF in FY2019 for one-time distribution to counties to be used to maintain essential county services.	No action
SB 1063	produce safety rule; state administration	<i>Griffin</i>	~~Establishes the Citrus, Fruit and Vegetable Division (CFV Division) within the Department of Agriculture, and transfers responsibility for the citrus, fruit and vegetable standardization and produce safety program to the CFV Division, from the Plant Services Division. Also establishes the Associate Director of the CFV Division, eliminates the Supervisor of Standardization of the Dept, and transfers the duties of the Supervisor to the Associate Director of the CFV Division. The Dept is designated as the agency for Arizona for all purposes of the U.S. Food and Drug Administration Produce Safety Rule. Establishes powers and duties of the Dept related to the Rule, including the powers and duties of the Associate Director of the CFV Division. Establishes the Produce Safety Trust Fund, to be administered by the Dept for the newly established Agricultural Program established to comply with the Rule. Establishes requirements for inspections and investigations of "covered farms" (defined), production and harvesting standards for covered farms, and penalties for violations. Also expands the Citrus, Fruit and Vegetable Advisory Council to nine members by adding one member from Santa Cruz County who is subject to the Program and one member who operates a farm engaged in harvesting or packing that is subject to the Program. The powers and duties of the Council are expanded to include reviewing and making recommendations relating to the Program. More.~~	Senate Natural Resources, Energy and Water pass 8-0-0 Senate COW approved with amendment Passed Senate 29-1 on 2/5
SB 1201	county treasurer; electronic records; liens	<i>Worsley</i>	The county treasurer is authorized to keep an account of the receipt and expenditure of monies in electronic books provided for that purpose and to issue either an electronic receipt or hard copy receipt for all monies received.	Referred to Senate Government 1/17; held 1/31 On Senate Government Agenda for 2/7

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1281	street lighting improvement districts; consolidation	<i>Kavanagh</i>	Municipalities are authorized to consolidate two or more existing street lighting improvement districts upon receipt of a petition signed by the majority of the real property owners in each of the districts that are proposed to be consolidated. The districts must be contiguous and new territory may not be included. Establishes a process for consolidation, including public notice and a public hearing. The consolidation must take effect on July 1 immediately following the timely filing of notice of the consolidation with the Department of Revenue. To be eligible to levy a tax within a consolidated district, the municipality is required to notify the Dept, the county assessor and the county treasurer of the district consolidation no later than June 1 immediately preceding the effective date of the consolidation.	Referred to Senate Government 1/23
SB 1466	voting centers; board of supervisors	<i>Grey</i>	Only on a specific resolution of the county board of supervisors, the board is permitted to authorize the county recorder or other officer in charge of elections to use additional types of voting locations in addition to polling places, including voting centers, early voting centers, and early voting drop-off centers.	Referred to Senate Judiciary
SB 1492	payment in lieu of taxes	<i>Griffin</i>	A local government that receives federal payments in lieu of taxes is required to distribute those monies to the school districts where the nontaxable federal lands are located and that generated those federal payments.	Referred to Senate Finance and Senate Education on 1/31
SCM 1007	rural schools; reauthorization; urging Congress	<i>Griffin</i>	The Legislature urges the U.S. Congress to immediately reauthorize Secure Rural Schools and Community Self-Determination Act funding for fiscal years 2019 and 2020 and work toward a long-term solution for rural communities and schools in and around national forests. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona.	Referred to Senate Natural Resources, Energy and Water on 1/30
SCM 1018	payments in lieu of taxes	<i>Griffin</i>	The Legislature urges the U.S. Congress to provide full long-term funding for the Payment in Lieu of Taxes (PILT) program to help create financial stability within Arizona's counties, and to work with the State of Arizona and county governments to identify and implement policies to promote economic development on, or associated with, federally managed lands. The Secretary of State is directed to transmit copies of this memorial to the President of the U.S., the President of the U.S. Senate, the Speaker of the U.S. House and each member of Congress from Arizona.	No action
Updated 02/08/18				

CSA Legislative Agenda

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments	Status
HB 2190	county improvement districts; repayment agreements	<i>Mitchell</i>	Allow a county improvement district to acquire, construct, or improve a domestic drinking water treatment and distribution system or a combination of such projects with funds from the Water Infrastructure Finance Authority.	Scheduled for House Energy, Environment and Natural Resources January 23, 2018 Passed EENR 1/23; vote 9-0-0 Passed House rules 1/29; vote 7-0-2
HB 2274	county contributions; hospitalization; medical; repeal	<i>Thorpe</i>	Eliminate the county Disproportionate Uncompensated Care (DUC) payments to the state. This payment costs 14 counties \$2.6 million annually.	Assigned to the House Appropriations Committee on 1/17
HB 2413	public road maintenance; primitive designation	<i>Cook</i>	Clarify the universe of road systems that are eligible to be brought into the county roadway system and expand the number of roads that are eligible to be declared as “primitive” by a county board to include those roadways not built to county standards opened prior to June 13, 1990.	Assigned to the House Local and International Affairs Scheduled for LIA on 1/31/18 Do pass from LIA; 6-0-1 Passed House Rules 2/5; 9-0
HB 2415	juvenile dependency proceedings fund	<i>Cobb</i>	Allocate financial resources to counties to assist with providing mandated attorney services for indigent defendants in juvenile dependency matters, due to recent increases in costs associated with these cases as a result of the overhaul of the child protective services system in Arizona.	Assigned to the House Appropriations Committee on 1/22
HB 2439	county contributions; committed youth; repeal	<i>Thorpe</i>	Repeals statute requiring the Department of Juvenile Corrections to annually assess a committed youth confinement cost sharing fee to each county, and the Department of Juvenile Corrections Local Cost Sharing Fund. All unexpended and unencumbered monies remaining in the Fund are transferred to the general fund on the effective date of this legislation. The amount of monies transferred is appropriated from the general fund in FY2018-19 to the Department of Administration for distribution to each county in a proportional share using population data from the most recent U.S. decennial census.	Assigned to the House Appropriations Committee on 1/23
SB 1038	state land payments; payment method	<i>Griffin</i>	Enables the State Land Commissioner to accept additional payment options, instead of only cashier’s checks, on sales and auctions of state land.	Passed out of the Senate Natural Resources, Energy & Water on 1/18 with a vote of 8-0 & Rules Passed Senate Rules & Caucus on 1/23 Passed Senate 1/30, 30-0.
SB 1113	zoning violations; notice; service	<i>Fann</i>	Provide more flexibility and clarity for the serving of zoning violations. Currently statute only permits the zoning inspector to serve such notices, but the Arizona Rules of Civil Procedure (ARCP) affords more flexibility.	1/24 Senate Government Committee Passed Senate Gov 1/24; vote 5-2-0 (No Votes: Griffin & Farnsworth) Passed Senate Rules 1/30 Passed Senate 23-5 on 2/1
SB 1410	transient lodging tax; rural counties	<i>Borrelli</i>	Enable smaller counties, with a population of fewer than 500,000 persons, to levy a tax on transient lodging in both incorporated and unincorporated areas of the county.	Bill dropped 1/26/2018 Referred to Senate Finance 1/29
Folder # TBD	supermajority to levy county excise taxes	<i>TBD</i>	Change the existing general fund one-half cent sales tax authority to allow a five-member board of supervisors to levy the tax with a super-majority vote, rather than a unanimous vote.	



Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments	Status
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Updated 2/6/18

Ongoing LPC Bill List

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2001	indigent defense fund; distribution; purpose	Cardenas	The Arizona Criminal Justice Commission is required to distribute monies in the State Aid to Indigent Defense Fund each fiscal year to each county for the sole purpose of providing state aid to the county public defender, legal defender and contract indigent defense counsel for the processing of criminal cases. Comments: <u>CSA Staff explained the legislation, noting that the bill passed out of the LIA committee 7-0-0 and that the sponsor offer similar proposals last year that CSA supported. The Board moved to SUPPORT the bill.</u>	Referred to Local and International Affairs (LIA) & Appropriations Passed out of the LIA committee with a vote of 7-0-0
HB 2001 & SB 1001	controlled substances; regulation; appropriation	Mesnard; Yarbrough	The governor's 68 page bill with policy changes intended to combat the opioid crisis in Arizona. Comments: <u>1/26/2018 CSA Staff explained the legislation from the Special Session, noting that the bill passed out of the both chambers unanimously.</u> Link to the House Fact Sheet Link to CSA Summary of relevant county provisions.	Referred to Senate Health and Human Services; House Health Scheduled Senate Health and Human Services on 1/24 Passed House Health 8-0-1 on 1/23 Passed both House & Senate (SB1001) Signed by Governor 1/26
HB 2003	coal mining; TPT; repeal	Finchem	The list of exemptions from the retail classification of transaction privilege taxes is expanded to include the gross proceeds of sales or gross income from sales of coal. The list of items that municipalities and special taxing districts are prohibited from levying a transaction privilege, use or other similar tax on is expanded to include the sale, storage, use or consumption of coal. Comments: <u>Staff suggested bill be brought back to next week's BOD meeting to discuss opposition. Exploring potential fiscal impact. Members shared that this would have a negative impact on counties that rely on coal revenues. 01/18/18 - Staff explained that ADOR is still working on getting the fiscal impact and will provide an update once those are available. There was a request for clarification on the impact of the repeal. The Board moved to OPPOSE the bill.</u>	Referred to House Ways & Means
HB 2017	state land department; continuation	Mitchell	Continues the State Land Department for an additional eight years until July 1, 2026. Comments: <u>CSA Staff noted that the State Land commissioner asked for CSA's support. LPC moved to SUPPORT the bill.</u>	Referred to House Land, Agriculture & Rural Affairs Passed LARA 1/25; vote 8-0-0 Passed House Rules 2/5; on consent calendar
HB 2033	drug overdose; good Samaritan; evidence	Lawrence	Stipulates that a person who, in good faith, seeks medical assistance for someone experiencing a drug-related overdose and a person who experiences a drug-related overdose and who is in need of medical assistance cannot be charged with or prosecuted for the possession or use of a controlled substance or drug paraphernalia if the evidence for the violation was gained as a result of seeking medical assistance. Comments: <u>Staff discussed upcoming special session that Gov. Ducey is expected to call on the opioid epidemic. CSA will bring the opioid bill to LPC once it becomes available.</u>	

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2065	public meetings; definition; penalties	Leach	For the purpose of open meeting laws, the definition of "meeting" is expanded to include a one-way communication by one member of a public body that is sent to a quorum of the members of a public body and that proposes legal action, and an exchange of electronic communications among a quorum of the members of a public body that involves a discussion, deliberation or the taking of legal action by the public body concerning a matter that may likely come before the public body for action. The Attorney General is authorized to commence a suit in the superior court against an individual member of a public body for a knowing violation of open meeting law. The maximum civil penalty for a second and subsequent violation of open meeting law is increased to \$5,000, from \$500. Comments: 1/26/2018 CSA Staff explained the legislation, noting that the AG's office is planning on amending the bill, we will monitor and recommend connecting with civil deputies.	Referred to House Government Schedule to be heard by House Government on 1/25/18 agenda; held on 1/18 Passed House Gov. with amendment on 2/1; 7-0-1
HB 2116	limitations of actions; dedicated property	Kern	Municipalities and counties are prohibited from instituting or maintaining an action or arbitration based on a required permit against a person who develops or develops and sells real property or who completes other construction activities on an improvement to real property that is dedicated to the municipality or county more than eight years after "substantial completion" (defined) of the improvement to real property.	Passed House Judiciary and Public Safety 7-2-0 (No's Engel, Gonzales) House Caucus 1/30/2018 Passed House Rules on 1/29 Retained on House Calendar 1/31
HB 2156	legislative vacancy; appointment; time frame	Coleman	For a legislative vacancy where the vacant seat was represented by an organized political party with fewer than 30 elected precinct committeemen from precincts in the legislative district and in the county in which the vacancy occurred or where the vacant seat was not represented by an organized political party, the Secretary of State is required to notify the appropriate county LPC of supervisors, and the time frames for appointing a person to fill the vacancy are modified. The LPC of supervisors is required to appoint a citizens panel within 7 business days, increased from 3 business days. The citizens panel is required to submit to the LPC the names of three qualified electors to fill the vacancy within 21 days after the panel is appointed or within 5 days if the Legislature is in regular session, instead of within 7 business days. The deadline for the LPC of supervisors to appoint one person from the list to fill the vacancy within 5 business days is eliminated. Comments: 1/26/2018 CSA Staff explained the legislation, noting that the	Referred to House Government Schedule to be heard by House Government on 1/25/18 agenda Passed Gov 5-2-0-1
HB 2162	disability parking spaces	Campbell	The specially designated and marked parking spaces for persons with physical disabilities that state agencies and political subdivisions with jurisdiction over street parking or publicly owned and operated parking facilities are required to provide must be a van accessible space that is at least 11 feet wide and that has an access aisle that is at least 5 feet wide. Comments: 1/26/2018 CSA Staff explained the legislation, no action was taken.	Referred to House Transportation and Infrastructure - Scheduled to be heard 1/24 - Held Passed Transportation and Infrastructure on 2/1 with
HB 2165	county excise tax for transportation	Campbell	The board of supervisors of any county is permitted to submit to the voters a transportation plan funded by an excise tax. The board is required to present the issue on the ballot as a single question for approval of both the transportation plan and the tax. If approved by the voters, the county is required to levy and the Department of Revenue is required to collect the tax beginning January 1 or July 1, whichever occurs first after voter approval, on the same tax base that applies to other excise taxes in the county. The tax must be levied at a rate that, together with any other county transportation excise taxes, will not exceed a total of one percent of the gross proceeds of sales or gross income derived from a business subject to the tax. In its initial submission to the voters, the board of supervisors must either set a termination date for the tax or provide that the tax will be perpetual, subject to termination only by a subsequent countywide vote. Comments: CSA Staff explained this bill for informational purposes. Discussion regarding the clarity of the time frame within the legislation. 1/26/2018 CSA Staff explained SB 1147 & HB 2165, noting that the legislation will give additional tools in the toolbox for counties related to transportation. The Board noted the desire for an	Referred to the House Ways & Means & Transportation and Infrastructure Committees. Scheduled to be heard 1/30/2018 Failed House Transportation and Infrastructure on 1/31;4-4

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2166	vehicle fees; alternative fuel VLT	Campbell	Repeals the separate vehicle license tax classification for motor vehicles powered by alternative fuels. Establishes a highway safety fee in an amount to be determined by the Director of the Department of Transportation annually. The fee will be collected on new applications and registration renewals. The fee is required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. Comments: <u>CSA Staff explained the bill for informational purposes. 1/18/2018 - Staff explained that like Senator Worsley's bill SB 1146 from 2017, alternative fuel vehicles will have the same vehicle license tax as gasoline and diesel powered vehicle and that it is in line with the resolution urging investment in transportation passed by the CSA Board. 1/26/2018 CSA Staff explained the legislation and mirror bill 1146, noting that the legislation aligns with the CSA Boards Transportation Resolution and will put additional funds into HURF. The Board moved to SUPPORT the bill.</u>	Referred to House Transportation & Infrastructure Scheduled to be heard 1/30/2018; Held Scheduled to be heard on 2/7/18
HB 2207	public meetings; audiovisual recordings; posting	Grantham	All public bodies are required to provide for a complete audiovisual recording of all their meetings except executive sessions, and are required to post the audiovisual recording of a meeting on its website within five days after the meeting and retain the recording on its website for at least five years. Comments: <u>CSA Staff explained this bill for informational purposes. Discussion addressed the positive aspects of making meetings more accessible to the public, while noting the potential negative cost impact or "unfunded mandate." Further clarification regarding definition of a "public body" in the bill. 1/18/2018 staff explained that public body would include the legislature, all boards, commissions of the state, political subdivisions, multimember governing bodies of departments</u>	Referred to the House Federalism, Property Rights and Public Policy Committee Scheduled to be heard 1/30/18 Scheduled to be heard on 2/6
HB 2290	expenditure limitations; waiver of penalties	Cobb	Waives statutory penalties for excess expenditures of local revenues by La Paz County in FY 2014 through FY 2018, and prohibits La Paz County from seeking a legislative waiver of penalties for excess expenditures of local revenues for a minimum of five years after the effective date of this legislation. Comments: <u>CSA Staff explained the bill. La Paz County explained that they are going to the voters to pass a base limit increase to their annual expenditure limit and would appreciate the board's support. The CSA Board moved to SUPPORT the bill</u>	Referred to the House Local and International Affairs Committee
HB 2333 & SB 1175	home-based businesses; local regulation	Weninger; D. Farnsworth	A county or municipality cannot prohibit the operation of a "no-impact home-based business" (defined) or otherwise require a person to obtain any permit, license or other prior approval to operate a no-impact home-based business. Establishes a list of factors that qualify a residential property for use as a no-impact home-based business. Counties and municipalities are permitted to establish reasonable regulations on a home-based business if the regulations are narrowly tailored for specified purposes, including protecting public health and safety.	Referred to Senate Commerce and Public Safety; Senate Government on 1/16 Referred to House Commerce on 1/18 Passed House Commerce with amendment on 2/1; 6-3-0
HB 2333 & SB 1175	home-based businesses; local regulations	Weninger & Farnsworth	A county or municipality cannot prohibit the operation of a "no-impact home-based business" (defined) or otherwise require a person to obtain any permit, license or other prior approval to operate a no-impact home-based business. Establishes a list of factors that qualify a residential property for use as a no-impact home-based business. Counties and municipalities are permitted to establish reasonable regulations on a home-based business if the regulations are narrowly tailored for specified purposes, including protecting public health and safety. Comments: <u>CSA Staff explained the bill and clarified it for informational purposes only. County professional staff have started to weigh in on the bill and have noted that with SB1001 the LPC voted to oppose on 1/2/18 there could be significant impacts to counties' ability to regulate business activities in the home unless amended.</u>	SB 1175 assigned to Senate Commerce and Public Safety and Government. Scheduled to be heard in House Commerce 1/30/2018

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2357	EORP; employer contributions	Livingston	Beginning July 1, 2018, each Elected Officials' Retirement Plan employer is required to make contributions on a level percent of compensation basis for all member employees sufficient under an actuarial valuation to meet both the normal cost plus the actuarially determined amount required to amortize the unfunded accrued liability over a closed period of 20-30 years. In any fiscal year, an employer's contribution to EORP in combination with member contributions may not be less than the actuarially determined normal cost for that fiscal year. Comments: <u>Staff explained the bill and that the judge issued a ruling on January 8, 2018 that either increased employer contributions or another funding source must be identified by July 1, 2018. The CSA Board moved to OPPOSE the bill.</u>	Passed out of the House Banking and Insurance Committee on 1/18 with a vote of 6-1-1 Passed House Rules on 2/5; 9-0
HB 2371	mobile food vendors; state licensure	Payne	The Department of Health Services is required to adopt rules to establish health and safety licensing standards for "mobile food vendors" (defined) that apply on a statewide basis. The licensing standards must include three categories of mobile food vendors that are based on the type of food dispensed and the amount of handling and preparation required. Other requirements for the licensing standards are specified. The Dept is required to establish statewide inspection standards for use by county health departments. The business of operating a mobile food vendor is added to the restaurant classification of transaction privilege taxes. Municipalities and other taxing jurisdictions are authorized to levy a transaction privilege, sales, use or other similar tax or fee on a person engaging in business as a mobile food vendor if the adopted tax meets a list of specified requirements. Municipalities and counties are authorized to impose a list of specified restrictions on mobile food vendors and are prohibited from imposing another list of restrictions.	Referred to House Military, Veterans and Regulatory Affairs on 1/17
HB 2386	notice of claim; requirements	Rivero	A claim filed against a public entity, public school or public employee is required to contain a specific amount and the facts supporting that amount. Payment in full of the amount releases the public entity, public school or public employee from any further liability for the claim. A cause of action accrues when the damaged party realizes he or she has been damaged by a final official act of the public entity, public school or public employee. Applies to claims filed against a public entity, public school or public employee after July 1, 2016. Retroactive to April 1, 2018	Referred to House Judiciary and Public Safety on 1/18 Passed JPS on 1/31;7-2 Passed House Rules on 2/5;9-0
HB 2396	property; subdivision; size; requirements	Thorpe	Private property in a rural county or municipality may contain up to one single-family residence per acre that is occupied by a full-time or part-time resident or vacation rental occupant and may contain any of a yurt, hogan, recreational vehicle, prefabricated home, or single-family residence that complies with all applicable state and local construction, health and safety laws and that is occupied by a full-time or part-time resident or vacation rental occupant. For the purpose of municipal zoning regulations and state real estate regulations, "subdivision" or "subdivided lands" does not include the division of land into lots or parcels of five acres or less if the size of the lots or parcels after the division is at least as large as the average lot or parcel size within five miles. County LPCs of supervisors are required to allow the division of land into lots or parcels of five acres or less if the size of the lots or parcels after the division is at least as large as the average lot or parcel size within five miles. Comments: 1/26/2018 CSA Staff explained the	Referred to House Federalism, Property Rights and Public Policy
HCR 2015	municipal and county tax limitations	Thorpe	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to require, beginning January 1, 2017, any increase in the ad valorem tax levy of a county or municipality greater than 1 percent more than the levy in the preceding year to be approved by the voters of the county or municipality, and to require any increase of any amount in the ad valorem tax levy of a county or municipality in any three consecutive years to be approved by the voters of the county or municipality. Also to require, beginning January 1, 2017, a county or municipality that initiates the levy or increases the rate of a transaction privilege or other similar excise tax to distinctly state the amount of the tax or rate increase and the specific purpose for which the revenues	

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1001	home-based businesses; regulations restrictions	Farnsworth	Specifies that county ordinances cannot restrict or otherwise regulate the owner of a home-based business that holds a valid license from using 50 percent or less of the square footage of the primary residential dwelling to conduct home-based business activity, or from using a 400 square foot or smaller "accessory structure" (defined) or garage for home-based business activity. Comments: <u>CSA Staff explained the legislation, noting that the sponsor offer similar proposals last year that CSA opposed. The LPC moved to OPPOSE the bill.</u>	Referred to Senate Government; Senate Commerce & Public Safety 1/22 Senate Commerce & Public Safety (Removed from 1/22 agenda) 1/29 Senate Commerce & Public Safety Passed Senate Commerce & Public Safety 1/29; 5-3-0
SB 1022	DHS; homemade food products	Farnsworth	The Department of Health Services is required to establish an online registry of food preparers that are authorized to prepare "cottage food products" (defined as a food that is not potentially hazardous as defined by Dept. rule and that is prepared in a home kitchen by an individual who is registered with the Dept.) for commercial purposes. A registered food preparer is required to renew the registration every three years and must provide any updated registration information to the Dept. within 30 days after any change. Cottage food products must be packaged at home with an attached label that clearly states the name and registration number of the food preparer and that includes the statement "This product was produced in a home kitchen that may process common food allergens and is not subject to public health inspection". Comments: <u>1/26/2018 CSA Staff explained the legislation, noting that feedback from the counties was mixed. No action was taken by the LPC.</u>	Referred to Senate Health and Human Services; Senate Commerce and Public Safety Passed Senate HHS with Barto Amendment; Vote 6-0-0 & COMPS Vote 8-0-0 Passed Senate 30-0 with floor amendment
SB 1043	county recorder; recording fees	Kavanagh	The fees received by the county recorder are modified as follows: \$30 for recording papers required or authorized by law, instead of \$5 for the first 5 pages plus \$1 for each additional page, and \$15 for recording papers to which a government entity is the requesting party, instead of \$3 for the first 5 pages plus 50 cents for each additional page. Separate fee amounts for recording deeds affecting interest in real property and deeds of trust or mortgage are eliminated. Additional fees such as the special recording surcharge, the	Referred to Senate Government Passed out of GOV on 1/24/18; vote 7-0-0
SB 1052	county flood control districts; easements	Griffin	The list of conditions under which a county flood control district may authorize the grant of an easement on or a lease of district real property without a public auction is modified to specify that the reimbursement to the district, instead of to the county, for the easement granted or lease executed is not less than the appraised value as determined by the district, instead of by the county. Comments: <u>1/26/2018 CSA Staff explained the legislation, noting that this was a clean up bill from 2017 and recommended support. The LPC moved to SUPPORT the bill.</u>	Referred to Senate Natural Resources, Energy and Water Passed Senate Natural Resources, Energy and Water 8-0-0 on 1/22 Passed Senate Rules & Caucus Passed Senate 30-0 2/5
SB 1059	lottery; additional game; revenue allocation	Borrelli	Authorizes the Lottery Commission to establish a lottery game called the Arizona Copper Star Game that must be conducted at four-minute intervals. A player may purchase a single ticket for 1-5, 10, 20, 50 or 100 consecutive draws and may purchase up to 10 numbers between 1 and 80. A player is eligible for payment of prizes if the player's numbers match any of the twenty numbers drawn. The total annual revenues from the Arizona Copper Star Game are allocated 50 percent for the payment of prizes and 50 percent to the general fund. Of the revenues allocated to the general fund, the Legislature is required to annually appropriate 40 percent to the Department of Public Safety, 40 percent to provide funding for kindergarten programs in public schools, 5 percent to the Attorney General for deposit in the Internet Crimes Against Children Enforcement Fund, 5 percent divided equally among the counties, and 10	Senate Government 1/24/2018 - Held

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1076	assault; public safety contractors; workers	Barto	For the purpose of statute allowing public safety employees or volunteers to petition the court for an order authorizing testing of another person for certain diseases if there is probable cause to believe that the person bit, scratched, spat or transferred blood or other bodily fluid on or through the skin of the employee or volunteer who was performing an official duty, the definition of "public safety employee or volunteer" is expanded to include a contractor of a state or local law enforcement agency or correctional facility, any employee or volunteer of a correctional facility, and any other person who is authorized to perform official duties or be present within a correctional facility. Comments: CSA Staff explained the bill and advised it was coming from Maricopa County. Staff will follow-up on a question regarding state liability if a contractor is infected with a disease. The CSA Board moved to SUPPORT the bill.	Referred to Senate Judiciary Passed Senate Judiciary 7-0-0 on 1/18 Passed Senate Rules and Caucus on 1/23 Passed Senate 30-0 1/29
SB 1089	purple heart day	Borrelli	Declares that August 7 in each year is Purple Heart Day, which is not a legal holiday. Comments: CSA Staff explained the legislation, noting that all Arizona Counties are Purple Heart Counties. The LPC moved to SUPPORT the bill.	Referred to Senate Commerce and Public Safety Passed Senate Commerce and Public Safety 8-0-0 on 1/22 Passed Senate 28-0-2 on 2/1
SB 1144	conservation easements; notice; valuation	Griffin	The holder of a conservation easement is required to provide for the recording of the easement and its acceptance, and to prepare and provide the information required for the registry of real property burdened by conservation easements to the county assessor for each county in which any portion of the real property is located. The information that must be included in the registry for each parcel is expanded to include the name of the holder of the conservation easement, the name of any governmental body or charitable corporation with a third-party right of enforcement, and the full cash value of the property as determined for the year in which the conservation easement is recorded. Comments: 1/26/2018 CSA Staff explained the legislation for informational purposes, noting the original requirements for the online registry went into effect 1/1/2017.	Referred to Senate Natural Resources, Energy and Water Scheduled to be heard 1/29/2018 Passed Senate Natural Resources, Energy and Water 1/29; 8-0-0 Passed Caucus 2/6
SB 1146	vehicle fees; alternative fuel VLT.	Worsley	Repeals the separate vehicle license tax classification for motor vehicles powered by alternative fuels. Establishes a highway safety fee in an amount to be determined by the Director of the Department of Transportation annually. The fee will be collected at the time of application for vehicle registration. The fee is required to fully fund 110 percent of the Department of Public Safety Highway Patrol budget for each fiscal year. Discussed mirror bill HB 2166 vehicle fees; alternative fuel VLT (Campbell) on 1/18/2018 Comments: 1/26/2018 CSA Staff explained	Referred to Senate Transportation and Technology Scheduled to be heard 1/30/2018; Held
SB 1147	county excise tax for transportation.	Worsley	The board of supervisors of any county is permitted to submit to the voters a transportation plan funded by an excise tax. The board is required to present the issue on the ballot as a single question for approval of both the transportation plan and the tax. If approved by the voters, the county is required to levy and the Department of Revenue is required to collect the tax beginning January 1 or July 1, whichever occurs first after voter approval, on the same tax base that applies to other excise taxes in the county. The tax must be levied at a rate that, together with any other county transportation excise taxes, will not exceed a total of one percent of the gross proceeds of sales or gross income derived from a business subject to the tax. In its initial submission to the voters, the board of supervisors must either set a termination date for the tax or provide that the tax will be perpetual, subject to termination only by a subsequent countywide vote. Comments: Discussed mirror bill HB 2165 county excise tax for transportation (Campbell) on 1/12/2018 1/26/2018 CSA Staff explained the legislation, noting that the legislation will give additional tools in the toolbox for counties related to transportation. The LPC noted the desire for an amendment allowing for the revenue to be excused from expenditure limitations. The LPC moved to SUPPORT the bill.	Referred to Senate Transportation and Technology Scheduled to be heard 1/30/2018 Passed Transportation and Technology 7-0 Passed Caucus 2/6

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1153	fire flow requirements; rural applicability	Allen	In a county with a population of less than 500,000 persons (all but Maricopa and Pima), any requirement to provide water and/or fire flow for fire protection under a fire code adopted by the state or a county, municipality or fire district does not apply to single-family residential properties or subdivisions with lot dimensions equal to or greater than 1/2 acre in size if the current "adjacent public water distribution system" (defined) or a private well does not meet the requirements to provide water and/or fire flow. Contains a legislative intent section. Comments: 1/26/2018 CSA Staff explained the legislation, noting that the legislation is similar to a bill last year that the LPC opposed. The LPC moved to OPPOSE the bill.	Referred to Senate Natural Resources, Energy and Water Scheduled to be heard 1/29/2018; Held
SB 1202	countywide elections; vote by mail	Worsley	On approval of the county LPC of supervisors, a county is authorized to conduct a mail ballot election for all elections administered by that county, including elections for federal and state offices and measures, and elections for county, municipal, school district and special districts. Counties that conduct mail ballot elections are required to report specified information about the election to the Legislature by January 1 of each year following a mail ballot election. Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is an AACO bill, permissive and a potential cost saving measure. The LPC moved to SUPPORT the bill.	Referred to Senate Judiciary
SB 1207	lease authority; airports; air terminals	Pratt	Any county, instead of only a county with a population of less than 400,000 persons, is permitted to extend the existing lease for airport or airport terminal purposes with a person, corporation or political subdivision, after notice and a public hearing. Lease extensions may be for an additional period of up to 50 years, increased from 40 years. The reimbursement to a county for an executed lease cannot be less than the appraised rental value of the real property as determined by the county, except that the county is allowed to consider any capital improvements by the lessee in determining the final reimbursement rate of the lease.	Referred to Senate Transportation and Technology on 1/18 Passed Transportation and Technology on 1/30; 7-0 Passed Caucus 2/6
SB 1216	advanced certification; assessor personnel; compensation	Allen	A person who is employed by the Department of Revenue or a county and who successfully completes the advanced certification for assessors and appraisers provided by the Dept. may be approved to receive additional compensation. Comments: 1/26/2018 CSA Staff explained the legislation, noting it is the same language as a bill last the LPC opposed last year. The LPC moved to OPPOSE the bill.	Referred to Senate Finance
SB 1274	public monies; recovery; illegal payments	Peterson	The Attorney General is authorized to bring an action to recover illegally paid public monies against any person who received the illegal payment, the public body or public officer acting in his/her official capacity who ordered or caused the illegal payment, the public official, employee or agent who ordered or caused the illegal payment. A public official, employee or agent of the state, a political subdivision, or a budget unit who is charged with collecting, receiving, safekeeping, transferring or disbursing public monies may be held personally liable for an illegal payment of public monies.	Referred to Senate Government; Senate Judiciary on 1/23
SB 1292	EORP; cost-of-living adjustment	D. Farnsworth	For the Elected Officials' Retirement Plan, each retired member or survivor of a retired member is eligible to receive a compounding cost-of-living adjustment in the base benefit based on the average annual percentage change in the metropolitan Phoenix-Mesa consumer price index, with the immediately preceding year as the base year for making the determination, up to a maximum of two percent of the retired member's or survivor's base benefit annually. Repeals statutes governing EORP benefit increases. Conditionally enacted on the state Constitution being amended, as prescribed in an unspecified Senate concurrent resolution (blank in original), by the voters at the 2018 general election.	Referred to Senate Finance on 1/23
SB 1374	state law; local government violations	Brophy McGee	For a legislator to be eligible to request an investigation of a county or city action that allegedly violates state law or the state Constitution, all or part of the county or municipality must be located in the legislator's legislative district. Prior to investigating the alleged violation, the Attorney General is required to notify the county or municipality and allow at least 30 days for a response before making a determination. Counties and municipalities have 60 days, increased from 30 days, to resolve violations after notice from the Attorney General, or may appeal the determination by filing a special action in the Supreme Court to resolve the issue. If the Supreme Court determines that there is no violation, the State Treasurer is required to reimburse the county or municipality for reasonable fees and costs incurred to respond to the request. The reimbursement amount cannot exceed an unspecified amount (blank in original) for each determination.	No action

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
SB 1400	aggravated DUI; sentence; county jail	<i>Smith</i>	County sheriffs of counties with a population of less than 500,000 persons are authorized to establish an aggravated driving under the influence jail program. If the county sheriff establishes a program, the program cannot be implemented until the Department of Corrections enters into an agreement with the county board of supervisors to facilitate the program. If a violation of aggravated driving under the influence occurs in a county with a program or a county contiguous to a county with a program and the person is placed on probation, the mandatory term of incarceration that the person would otherwise serve in prison may be served in a county jail. Beginning January 1, 2019, the Arizona Criminal Justice Commission is required to submit an annual recidivism report to the Legislature that compares the recidivism rate for a person who serves the mandatory incarceration in a county jail under a program and a person who serves the mandatory incarceration in prison.	Referred to Senate Commerce and Public Safety on 1/29 Passed Senate Commerce and Public Safety on 2/5; 6-0-2
SCR 1010	public retirement systems	<i>D. Farnsworth</i>	The 2018 general election ballot is to carry the question of whether to amend the state Constitution to provide that the Constitutional provision prohibiting public retirement system benefits from being diminished or impaired does not prohibit certain adjustments to the Corrections Officer Retirement Plan as provided in S1442 as enacted by the 53rd Legislature, 1st Regular Session, and does not prohibit certain adjustments to the Elected Officials' Retirement Plan as provided in an unspecified Senate bill (blank in original). The Legislature requests the Secretary of State return SCR1023, 53rd Legislature, 1st Regular Session, to the Legislature and submit this resolution in lieu of SCR1023.	Referred to Senate Finance on 1/23
"Fair Justice Initiative"				
HB 2169	driving violations; restricted licenses; penalties	<i>Boyer</i>	A restriction on a person's driver license or permit to drive as a result of a conviction for a violation of Title 28 (Transportation) may limit the person's privilege to drive to and from specified locations during specified periods of time. The sentencing options for various transportation-related violations are expanded to include that the court may order that the person's driving privilege be restricted. A person who is convicted of driving on a suspended class D or M license before January 1, 2011 may apply for a restricted privilege to drive if the person meets specified requirements. A judge is authorized to mitigate any civil penalty required by Title 28 (Transportation) if the person ordered to pay the penalty demonstrates that the payment would be a hardship on the person or his/her immediate family. Factors the court must consider when determining whether to mitigate a civil penalty are listed. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Transportation and Infrastructure Passed TI 1/24/18 with 8-0-0 Passed House rules 1/29 Passed House COW amended on 1/31
HB 2259	juvenile court facilities; shelters; use	<i>Carter</i>	If appropriate facilities are available to the juvenile court, the presiding judge of the superior court is permitted to authorize juvenile court staff to provide services within the facilities. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Judiciary and Public Safety
HB 2312	setting aside conviction; requirements	<i>Farnsworth E.</i>	If a person is sentenced to imprisonment in the Department of Corrections, the person cannot apply to the court to have the judgment of guilt set aside until two years after the date of the person's absolute discharge from imprisonment. The clerk of the court is prohibited from charging a filing fee for an application to have a judgment of guilt set aside. Establishes a list of factors the court must consider when determining whether to set aside a conviction. A conviction that is set aside may be used as a prior conviction. Modifies the list of offenses that disallow a person convicted of those offenses from applying to have the judgment of guilt set aside. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Judiciary and Public Safety

Bill Number	Short Title	Prime Sponsor	Summary/LPC Comments & Position	Status
HB 2313	sentencing; monetary obligations; fine mitigation	Farnsworth E.	Decreases the surcharge levied on every fine, penalty, forfeiture and civil penalty imposed to 42 percent, from 47 percent. Levies an additional penalty assessment of \$9 on every fine, penalty, forfeiture and civil penalty imposed. Of the assessment collected, 62.4 percent is deposited in the Victims' Rights Fund and 37.6 percent is deposited in the Victim Compensation and Assistance Fund. Modifies the distributions from the Criminal Justice Enhancement Fund to eliminate the distributions to the Victims' Rights Fund and the Victim Compensation and Assistance Fund and to raise the percentage distributions to all other beneficiaries accordingly. Statutory consequences, including wage garnishment, for nonpayment of fines and fees are applied to surcharges and assessments. If the court or LPC of Executive Clemency finds that a defendant has willfully failed to pay a fine, surcharge, fee, assessment, restitution or incarceration costs or finds that a defendant has intentionally refused to make a good faith effort to obtain the monies required for payment, the court is authorized to revoke the defendant's probation and sentence the defendant to prison. Judges are authorized to mitigate a fine if the defendant demonstrates that the payment would work a hardship on the defendant or the defendant's immediate family. Factors the court must consider in determining whether to mitigate a fine are listed. Effective January 1, 2019. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Judiciary and Public Safety
HB 2314	misdemeanor sentence; authorized disposition	Farnsworth E.	If a person is convicted of a misdemeanor and not granted a period of probation, the court may impose a sentence to a term of community restitution or education or treatment. If the court imposes a sentence to perform community restitution for a misdemeanor, the court is required to determine or fix the number of hours required. If the court imposes a sentence for a term of education or treatment for a misdemeanor, the term cannot exceed the term of probation as determined by statute. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Judiciary and Public Safety
HB 2315	intensive probation; employment wages; monitoring	Farnsworth E.	A probation officer is required to monitor a person on intensive probation's wages to ensure the collection of restitution, probation fees, fines and other payments. Previously, the person on intensive probation's wages were required to be paid directly to an account established by the probation officer, and the probation officer was required to make payments for restitution, probation fees, fines and other payments. "Fair Justice" Initiative Legislation. <u>Comments: 1/26/2018 CSA Staff explained the legislation, noting that this is for information only and it may be brought to a future LPC for consideration.</u>	Referred to House Judiciary and Public Safety
Updated on 2/6/18				