



Cochise County Board of Supervisors

Public Programs...Personal Service
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PATRICK G. CALL
Chairman
District 1

JAMES E. VLAHOVICH
County Administrator

ANN ENGLISH
Vice-Chairman
District 2

ARLETHE G. RIOS
Clerk of the Board

RICHARD R. SEARLE
Supervisor
District 3

AGENDA FOR REGULAR BOARD MEETING

Tuesday, June 23, 2015 at 10:00 AM

BOARD OF SUPERVISORS HEARING ROOM
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

CONSENT

Board of Supervisors

1. Ratify a letter sent to Tim Shannon, Gila District Manager, Bureau of Land Management, from Chairman Call commenting on the alternatives developed for the San Pedro Riparian National Conservation Area (SPRNCA) Resource Management Plan/Environmental Impact Statement (RMP/EIS).
2. Approve the Minutes of the regular meeting of the Board of Supervisors of June 9, 2015.
3. Approve financing \$3,000,000 to fund Microwave Project which will include change order no. 0001 for project 700 MHz P25 Phase II Trunked Simulcaset System to design and install a Microwave Backhaul, 15 digital microwave links between Motorola Solutions and Cochise County in the amount of \$2,461,841 plus applicable taxes effective June 23, 2015 and additional funding for new shelter and network engineering associated with this project.
4. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Rob Hammelman for a Wine Festival to be held at Sand-Reckoner Vineyards, 4798 East Robbs Road, Willcox, AZ 85643 on July 4, 2015.

County Attorney

5. Approve the renewal of Crime Victim Assistance Grant No. VA-16-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Attorney's Office effective from July 1, 2015 to June 30, 2016.
6. Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$157,305 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2015 through June 30, 2016.
7. Approve the proposed settlement of the Tax Appeal in CAAZ SPE, LLC v. Cochise County, TX2014-000468, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

County Sheriff

8. Approve the new Detention Per Diem Rate of \$318.06 for the first day and \$61.91 for each additional day per the recommendation of MGT of America, Inc. (MGT).
9. Approve a renewal contract for the Drug, Gang, and Violent Crime Control DC-16-003 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County's Sheriff's Office in the amount of \$131,197 for overtime salaries and fringe benefits effective July 1, 2015 to June 30, 2016.

Emergency Services

10. Approve an Intergovernmental Agreement (IGA) to allow the City of Bisbee administrative access to the County's web-based Emergency Notification System (WENS) for the purpose of developing the database and initiating warnings to addresses within the City of Bisbee.

Finance

11. Adopt Resolution 15-12 for the Cochise County Documentation Requirements for Wages charged to Federal Programs Policy and rescind Resolution 07-01.
12. Adopt Resolution 15-13 for the Cochise County Documentation Requirements for Wages Charged to State Programs Policy and rescind Resolution 08-10.
13. Approve demands and budget amendments for operating transfers.
14. Approve a \$1,000,000 excess payment to the Public Safety Personnel Retirement System for Fiscal Year 2014-15.

Indigent Defense

15. Approve the transfer of funds in the amount of \$100,000 from the General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget accounts.

PUBLIC HEARINGS

Community Development

16. Adopt Resolution 15-14 a modification of the stipulation to extend the rezoning deadline an additional five years from December 31, 2015 to December 31, 2020, for the Heavy Industrial (HI) and R-36, one dwelling per 36,000 square feet, zoned properties at the proposed Bowie Power Station site north of Bowie, Arizona.

ACTION

Community Development

17. Approve a permit fee waiver request in the amount of \$1,734.40 from Mr. Morales of Morales Meat Masters for the construction of a 384 square foot addition for a kill room to his existing custom butcher shop located at 3346 N Kings Highway in Douglas.
18. Approve a permit fee waiver request from Palominas Fire District in the amount of \$120 for the installation of a 1,220 square foot manufactured home for crew quarters; the applicant is also requesting that any fees associated for additional permits to convert the unit to a non-residential use also be waived for this parcel located at 9903 S Palominas Road in Hereford.

Facilities

19. Approve merged Department of Corrections (DOC) Inmate Labor agreement contract 15-102-20 effective June 30, 2015 through June 30, 2025 and authorize the County Administrator to sign.

c. Information Technology

CALL TO THE PUBLIC

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

REPORT BY JAMES E. VLAHOVICH, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Report by District 2 Supervisor, Ann English

Report by District 3 Supervisor, Richard Searle

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

Cochise County Board of Supervisors

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

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Letter to BLM

Submitted By: Gussie Motter, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Ratify a letter sent to Tim Shannon, Gila District Manager, Bureau of Land Management, from Chairman Call commenting on the alternatives developed for the San Pedro Riparian National Conservation Area (SPRNCA) Resource Management Plan/Environmental Impact Statement (RMP/EIS).

Background:

On Tuesday, June 9, The Bureau of Land Management (BLM) gave a presentation to the Board of Supervisors and the Public Land Advisory Committee (PLAC) regarding alternatives developed for the SPRNCA RMP/EIS. The BLM asked for written comments to follow by the end of the week. A letter, attached here, was written and transmitted on June 12, 2015.

Department's Next Steps (if approved):

None

Impact of NOT Approving/Alternatives:

The Board would not be in compliance with the statute requiring ratification.

To BOS Staff: Document Disposition/Follow-Up:

None

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

Letter



Cochise County Board of Supervisors

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PATRICK G. CALL
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Clerk of the Board

RICHARD R. SEARLE
Supervisor
District 3

June 12, 2015

Mr. Tim Shannon, Gila District Manager
Bureau of Land Management
3201 E. Universal Way
Tucson, AZ 85756

Dear Mr. Shannon:

The June 9th presentation by you and members of your staff of the alternatives developed for the San Pedro Riparian National Conservation Area (SPRNCA) Resource Management Plan/Environmental Impact Statement (RMP/EIS) was very much appreciated and provided useful information to the Cochise County Supervisors and staff and the members of the Public Lands Advisory Committee. We appreciate the opportunity to provide comments on the alternatives as currently developed.

Of primary concern is the failure of the alternatives to emphasize the economic benefits of the SPRNCA. When the enabling legislation for the SPRNCA was considered and in order to obtain local support for designation of the SPRNCA, the residents of Cochise County were assured that the SPRNCA would provide economic benefits from tourism, recreation, and ranching (grazing) to local residents. The alternatives that have been developed each fail to address how that alternative provides economic benefits to the residents of Cochise County. The County suggests that each of the alternatives include a description of how that alternative provides economic benefits, including statistical analysis of the economic benefits of previous tourism, recreation, and grazing and how the alternative would improve these benefits in the future. And, if it does not provide economic benefit for a specific alternative, then the RMP/EIS needs to clearly state that it does not.

The SPRNCA has great potential to enhance tourism in Cochise County. It is a key destination for a wide range of visitors who enjoy birding, hiking, and mountain biking as well as those who are attracted to its riparian resources, cultural and historic setting. The County suggests that the RMP/EIS alternatives should better reflect and enhance the SPRNCA's role in supporting recreation and tourism opportunities that are important to the area's economy and quality of life for local residents and visitors.

With regards to the economic benefits promised to local ranchers, unfortunately, the first thing that BLM did was to close the SPRNCA to grazing for 15 years (with the exception of four existing Arizona State Land Department (ASLD) allotments that BLM acquired). The County and local residents were not informed of the scientific basis for such closure that has now been in effect for nearly twice as long as originally planned (1988 to present). As has been repeatedly indicated to BLM in numerous cooperating agency and coordination meetings, increased grazing (plus treatment of invasive species such as salt cedar, brush control, and limiting the canopy) could result in many benefits to the SPRNCA. BLM is not currently able to maintain its fencing, and frequent incursions of unauthorized cattle (including potentially disease-carrying cattle from Mexico) have occurred. Proper management by local ranchers of grazing areas within the SPRNCA would result in repair and maintenance of fencing, more rapid identification and removal of cattle that should not be in the SPRNCA, removal of invasive species, and reduced fuel loads. As mentioned in the meeting and seen on the Las Cienegas, managed grazing is a significant tool in restoring grasslands, reducing spread of invasive species, reducing fuel levels, restoring open landscapes, and providing income to the County. There are areas within the SPRNCA that probably are not conducive to grazing (i.e. around public recreation such as the San Pedro House, significant cultural resources, and sensitive ecological areas), but for the most part grazing would have positive impact to the riparian and upland zones of the SPRNCA. The County suggests that, at a minimum, Alternative B (Resource Use Emphasis) include consideration of an expansion of the four existing allotments and/or the addition of up to 12 additional allotments, such that Animal Unit Months (AUMs) are increased to capacity (6,000 AUMs). Alternative C (Restoration Emphasis) could also include increased grazing totaling 6,000 AUMs to reduce wildland fire danger, reduce invasive species, and restore ecological balance within SPRNCA.

There are concerns with the removal of hunting from Alternative C. This is an issue that was fought at the inception of the SPRNCA designation and was finally approved with hunting allowed throughout the SPRNCA, but limited to seasonal use of firearms in specific locations outside of highly used public recreation areas and archery throughout the SPRNCA corridor. Hunting has and will continue to be a management tool utilized to control various wildlife populations and, as with grazing and recreation, is a recreational activity that provides income to the County and surrounding towns. Due to the limited access, hunters must access the area by foot, which is no different than hiking, birdwatching, or sightseeing. Hunting probably has less effects on the resource since users are not using the river corridor but rather are dispersed at times when other uses are limited (i.e. fall and winter months). The County suggests inclusion of hunting in Alternative C with proper controls associated with restoration activities.

Economic benefits can be derived from the previously submitted University of Arizona publication titled *The Contribution of the Beef Industry to Arizona's Economy: State and County Profiles* by Ashley Kerna, George Frisvold, Trent Teegerstrom, and Russell Tronstad; Cooperative Extension Department of Agricultural and Resource Economics The University of Arizona May 2014.

If you have any questions with regards to these comments or any other items discussed during the presentation, please feel free to contact Cochise County as shown in the letterhead.

Sincerely,



Patrick G. Call
Chairman, Cochise County Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Minutes

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 June 9, 2015.

Background:

Minutes

Department's Next Steps (if approved):

Signed minutes routed for processing and posted on the internet.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

Send to the Recorder's Office for microfiche purposes.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Minutes

Warrants

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS
REGULAR MEETING HELD ON
Tuesday, June 9, 2015**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, June 9, 2015 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

Present: Patrick G. Call, Chairman; Ann English, Vice-Chairman; Richard R. Searle, Member
Staff James Vlahovich, County Administrator; Britt W. Hanson, Chief Civil Deputy County Attorney;
Present: Gussie Motter, Deputy Clerk of the Board

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

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Chairman Call announced that Item 26 would be moved to the top of the Action Agenda.

PRESENTATION

Presentation by R.L. Gent, member of the Sierra Vista Tourism Commission, regarding the renaming of the Chiricahua National Monument to Chiricahua National Park.

Mr. Gent and the Sierra Vista Tourism Commission would like to see the Chiricahua National Monument become the Chiricahua National Park. They feel that National Park status could increase visitation and boost tourism throughout the region. The Monument is already operated by the National Park Service and the change to Park would require no changes to boundary, use, staffing, or budget. Mr. Gent listed other Monuments that have gotten Park status. The project has the support of the Sierra Vista Mayor and Council, The Sierra Vista Chamber of Commerce, and the Cochise County Tourism Council. The next steps include letters to Congresswoman McSally and Senators Flake and McCain, meetings with congressional staffers, soliciting support from Silver City, New Mexico, and a letter writing campaign from mayors, commissions, councils, and chambers. Mr. Gent asked that the Supervisors join the letter-writing campaign.

Chairman Call assured Mr. Gent that they would work with staff to produce letters of support. All Supervisors concurred on the merit of the project.

CONSENT

Adult Probation

1. Approve the Administrative Office of the Court's Interstate Compact grant in the amount of \$2,127, for the period of July 1, 2014 - June 30, 2015.

Board of Supervisors

2. Approve the Minutes of the regular meeting of the Board of Supervisors of May 19, 2015.
3. Approve a letter to Michael Sanders, Arizona Department of Transportation (ADOT), in support of creating United States Bicycle Route 90 in Cochise County.

Community Development

4. Approve an increase for Contract No. IFB 10-66-HFP-04 with Western Emulsions, Inc. in the not to exceed amount of \$500,000 for emulsified asphalt products for the period of August 1, 2014 through July 31, 2015.
5. Approve the renewal of Contract No. IFB 11-43-HFP-04 for Corrugated Metal Pipe and related items to Arizona Culvert Company in the not to exceed amount of \$75,000 for the period of July 1, 2015 through June 30, 2016 for the Community Development Highway and Floodplain Division.
6. Approve the renewal of Contract No. IFB 11-51-HFP-04 for Guardrail Repair and Replacement with Brown and White, Inc. in the not to exceed amount of \$260,000 for the Community Development Highway and Floodplain Division for August 1, 2015 through July 31, 2016.
7. Approve the renewal of Contract No. IFB 11-48-HFP-04 for Hot and Cold Mix Road Material with Granite Construction Company in the not to exceed amount of \$170,000 for the Community Development Highway and Floodplain Division July 1, 2015 through June 30, 2016.
8. Approve the renewal of Contract No. IFB 13-41-HFP-04 for Culvert Cleaning and Maintenance Services with Banning Creek Enterprises, LLC in the not to exceed amount of \$265,000 for the Community Development Highway and Floodplain Division July 1, 2015 through June 30, 2016.

County Sheriff

9. Approve Memorandum of Agreement between Cochise County Sheriff's Office and Sundance Fire and Rescue for tone out service for calls for service for Sundance Fire with no fiscal impact for this service, effective for one year with four automatic annual renewals.

Court Administration

10. Approve appointments of county-wide Justices of the Peace Pro Tempore Pamela Housh, C.J. Garan and Ron Zack for emergency or temporary coverage, both pursuant to ARS 22-121; and approve authorization to call upon an appropriately-appointed Justice of the Peace Pro Tempore from another county in extenuating circumstances pursuant to ARS 22-122 for two terms of service. The first term begins June 29, 2015 and includes June 30, 2015. The second term begins July 1, 2015 and run through June 30, 2016.
11. Approve the Court Consolidation Agreement between Cochise County and the City of Willcox, effective January 1, 2015 through December 31, 2019.
12. Ratify the Fill The Gap (FTG) Application dedicated to the processing of felony cases in Cochise County for Fiscal Year 2015 and approve addendum of additional funds for recovery fees.

Elections & Special Districts

13. Approve the appointment of the following persons as Precinct Committeeman for the Republican Party of Cochise County upon the recommendation of the Party Chair, Precinct # 27 SV Buffalo Soldier: Rachel D. Gray.

Emergency Services

14. Approve the 2014 Emergency Management Performance Grant (EMPG) Subgrantee Agreement.

Finance

15. Approve demands and budget amendments for operating transfers.

Warrants Nos. 89582-89768, 89814-89889, 89898-90052 were issued in the amount of \$1,653,449.76.

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

<u>Fund</u>	<u>Vendor</u>	<u>Amount</u>
100	National Crime Investigation & Training	1150.00
100	Byrd, Enrique	12.89
100	Daniel, Luis	.89
100	Olivarria, Daniel	1.78
100	Soto, Miguel	4.45
100	Edie, Patricia	39.26
100	Speedy Trucking, LLC	48.40
100	Worley, Ollie	15.00
205	Willcox Unified School District #13	890.00
100	Young, Albert	32.28
100	Matchett Law	1,000.00
100	Center for Disease Detection, LLC	745.50
100	United Fire Equipment Co.	95.59

Issued warrants are listed as an attachment at the end of the minutes. Approve demands and budget amendments for operating transfers.

16. Approve a \$1,000,000 excess payment to the Public Safety Personnel Retirement System for Fiscal Year 2014-15.

Fleet Services Management

17. Approve the sale of one used horse trailer equipment #0731 declared surplus by the Procurement Department Property Manager to Tombstone High School for the amount of \$1.00.
18. Approve the sale of two used fleet vehicles #0516 and #0597 declared surplus by the Procurement Department Property Manager to the City of Tombstone for the amount of \$4,425 and \$5,150 respectively.

Health & Social Services

19. Approve an expansion of Cochise County's existing relationship with the National Association of Counties by adding health/vision and dental components to the current NACo Prescription Discount Program, effective June 9, 2015.

Indigent Defense

20. Approve the renewal of various contracts for Indigent Defense Contract Services to 13 attorneys and the addition of one new attorney listed in exhibit A for the period of July 1, 2015 through June 30, 2016.

Procurement

21. Approve the award of PSA 15-34-FAC-03 BDI Airport Water Improvement Project Waterline Design Services in the estimated amount of \$109,887 for the Facilities Department for a period of June 9, 2015 to June 8, 2016 unless extended by the County.
22. Approve the award of Request for Proposal (RFP) No. 15-30-SHF-03 for Jail and Juvenile Detention Center Food Service for the Sheriff and Juvenile Detention to Trinity Services from July 1, 2015 through June 30, 2016.

Workforce Development

23. Approve the appointment of Mr. Michael Vetter to the Local Workforce Investment Board to fill an unexpired term, effective immediately and through 6/30/2016.

Vice-Chairman English moved to approve items 1 - 23 on the Consent Agenda. Supervisor Searle seconded the motion and it carried unanimously.

ACTION

Board of Supervisors

24. 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 number 105-16-316.

Anthony Badame, of Ernst & Young, LLP, represented the appellant, Home Depot. Mr. Badame explained that a Notice of Claim was filed with the Assessor and the Assessor recommended no change and so now he is appealing to the Board of Equalization. There were three errors that Mr. Badame asked to have corrected. The first is HA-458, an interior component. The second is LAC, a landscaping component that should be changed to desert landscaping and the third, QAB roof structure used for spanning extra long structures, which were not used in the construction of the Home Depot. Mr. Badame asked for corrections of errors for the years 2011 to 2014 and directed the supervisors to page two of his handout.

Next he directed the Supervisors to page five of his handout to point out HA 458, explaining that HA 458 describes a Sam's or a CostCo store which typically has a bakery, pharmacy, optical department, automotive department, meat processing and refrigeration and plumbing to support all of it, which Home Depot does not. Also on page five, he indicated the QAB that should be removed and the LAC, landscaping component that includes grass and irrigation, should also be removed. He suggested using LAM for the landscaping component as was used for the Sears department store at 81 cents per square foot. With those three deletions and the inclusion of LAM, the cost of improvements for 2011 would go from \$5,712,808 to \$4,891,029 for a Full Cash Value (FCV) of \$6,533,676 in 2011 or about \$65 per square foot. Mr. Badame led the Supervisors through the rest of his packet of information and answered questions.

Mr. Terry Anderson, Chief Appraiser for the Assessor's Office, spoke next. He passed out a packet of information for the Supervisors. Before beginning with his packet, Mr. Anderson made some comments regarding Mr. Badame's presentation. He stated that the Assessor's Office used the discount warehouse model (HA) for Lowe's as well as for Home Depot and does not believe it contains all of the extras that one finds in a Sams or CostCo. He pointed to Mr. Badame's handout on Page 11, noting that the definition of HA did not include said extras. Also on page 13 of Mr. Badame's packet regarding the warehouse problem log, a retail warehouse was not addressed, only transit, storage, distribution, and industrial manufacturing. Mr. Andersen also questioned using Sears as a comparable property as it is a qualifying shopping center and has a specific, statutorily mandated evaluation procedure for which Home Depot does not qualify.

Mr. Andersen stated that the HA is used to assess every discount warehouse in the County and the Assessor's Office does not feel it is an error to do so. He also told the Supervisors that the QAB and LAC were removed in 2010. The Assessor's Office denied the claim based on the definition found in ASRS 42-16251(e): Subject to the requirements of section 42-16255, subsection B, a valuation or legal classification that is based on an error that is exclusively factual in nature or due to a specific legal restriction that affects the subject property and that is objectively verifiable without the exercise of discretion,

opinion or judgment and that is demonstrated by clear and convincing evidence.

Mr. Anderson said that the Assessor's Office used discretion, opinion or judgment everyday, as in using HA to value Home Depot. Home Depot could have used the Notice of Value process to make this argument. He directed the Supervisors to page five of his packet showing the QAB removed in 2010. He also noted that the Department of Revenue worksheets were published in February 2010 while the worksheet shown on page five is dated July 2010, thus explaining why Mr. Badame says the QAB was back in 2011. At the same time in July of 2010, the landscaping component was removed completely, not changed. Mr. Anderson also explained that the County now uses a square foot system that does not show all of the components that were shown in the old system.

Mr. Andersen then walked the Supervisors through the process for valuing the property. He compared the Home Depot to Lowes and explained the way the two buildings were valued.

Supervisor Searle questioned the increase in the improvements from 2010 to 2011. The increase may have been the result of many things but it is difficult to discern without more detail.

Mr. Badame was given time to rebut. His opinion is that everything is appealable. He also argued that the HA component either exists or not. He also stated that the Lowes is valued incorrectly as well. This is a statewide problem that needs to be corrected.

Chairman Call asked Mr. Anderson if he had heard this before. Mr. Anderson stated that other than from the appellant, he has not heard of such a problem.

Supervisor Searle reiterated his problem with the increase in the improvements.

Vice Chairman English made a motion to uphold the Assessor's decision for the Taxpayer Notice of Claim for parcel number 105-16-316. Supervisor Searle seconded, but said that his concern regarding the numbers will keep him from voting to uphold. Chairman Call and Vic-Chairman English both agreed that the Assessor did not make an error.

Chairman Call called for the vote and it was approved 2-0-1 (Searle opposed).

25. 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 number 107-65-060, 061, and 062.

Chairman Call stated that even though the applicant was not present, he was available by phone if there were any questions for him.

Mr. Anderson explained that this appeal is a legal class issue. In 2009, the Assessor changed the class of about 200 parcels from Class 3, residential to Class 1, commercial, when it was discovered that the residences were being used for daily, weekly, or monthly rentals. These three parcels were in that group. The property owner was notified in 2010 through the Notice of Change process. That change was not contested. In subsequent years the property owner could have contested the class through the Notice of Value process but has not and for 2016, the properties are still shown as Class 1. If these properties are now long-term rentals, they could be reclassified to Class 4, but this is clearly not an error on the part of the Assessor.

Vice Chairman English made a motion, seconded by Supervisor Searle, to uphold the Assessor's decision for the Taxpayer Notice of Claim for parcel number 107-65-060, 061, and 062.

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

Health & Social Services

26. Approve the new Grant Agreement, GRA-STATE-16-0785-01, Child Care Health Consultation, between the Arizona Early Childhood Development and Health Board (First Things First) and Cochise Health & Social Services, in the amount of \$78,064, for the period of 7/1/15 – 6/30/16.

This item was heard before Items 24 and 25.

Ms. Mary Gomez, Cochise Health & Social Services Department Director, introduced Ms. Melissa Avant, CEO of First Things First, and explained that the grant funding would flow from the Department of Health Services (DHS) through First Things First as so the agreement will be with DHS. The agreement would allow the department to hire one new employee, a nurse who would be certified as a Childcare Health Consultant and would offer training and inspection on a voluntary basis to childcare centers and home providers of childcare. Nutrition, safety and infectious disease prevention education will be offered. Ms. Gomez imagines training a team of nurses to carry out these duties. There would be 36 entities, 23 centers and 13 home providers, in this program, and it will give the nurses an opportunity to introduce the department's other parenting and early childhood programs at no cost to the County.

Vice-Chairman English praised the idea, commenting that it is an excellent opportunity to work together to make things better at no additional cost to our citizens. Supervisor Searle made a motion, seconded by Vice Chairman English to approve the new Grant Agreement, GRA-STATE-16-0785-01, Child Care Health Consultation, between the Arizona Early Childhood Development and Health Board and Cochise Health & Social Services, in the amount of \$78,064, for the period of 7/1/15 – 6/30/16.

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

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.

Jack Cook addressed the Board on matters of personal concern.

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

REPORT BY JAMES E. VLAHOVICH, COUNTY ADMINISTRATOR -- RECENT AND PENDING COUNTY MATTERS

Mr. Vlahovich deferred his report.

SUMMARY OF CURRENT EVENTS

Report by District 1 Supervisor, Patrick Call

Chairman Call did not give a report but reminded everyone of the joint work Session with the Public Lands Advisory Committee at 1:30 p.m. today.

Report by District 2 Supervisor, Ann English

Supervisor English deferred her report.

Report by District 3 Supervisor, Richard Searle

Supervisor Searle reported that he attended the Eastern Arizona Coalition planning meeting in Show Low last week. He stated that the bylaws have been amended and he believes that Cochise County should join the organization as we share many common challenges.

He also reported that the petition for an Irrigation Non-expansion Area (INA) in the Sulphur Springs Valley has about 500 signatures of the needed 600. When there are sufficient signatures, the petition will be filed with the Arizona Department of Water Resources.

Chairman Call adjourned the meeting at 11:40 a.m.

APPROVED:

Patrick G. Call, Chairman

ATTEST:

Arlethe G. Rios, Clerk of the Board

Cochise Co. Demands 6.9.15

89341	05/13/2015	American First Financial, LLC	\$82.66	89418	05/14/2015	Cable One	\$110.50
89342	05/13/2015	Bursey & Associates, P.C.	\$239.43	89419	05/14/2015	Cable One	\$113.58
89343	05/13/2015	Bursey & Associates, P.C.	\$89.74	89420	05/14/2015	Cable One	\$288.89
89344	05/13/2015	Cochise County/Sheakley/National Bank	\$9,492.58	89421	05/14/2015	Catholic Community Serv Southern AZ, Inc.	\$1,000.00
89345	05/13/2015	Correction Officers	\$362.21	89422	05/14/2015	CEMEX Construction Materials South, LLC	\$2,910.87
89346	05/13/2015	DCS	\$490.17	89423	05/14/2015	Center for Disease Detection, LLC	\$487.00
89347	05/13/2015	GMAC, c/o Jennifer A. Christie	\$20.72	89424	05/14/2015	Center for Disease Detection, LLC	\$305.50
89348	05/13/2015	Gurstel Chargo PA	\$311.45	89425	05/14/2015	Center Point Large Print	\$163.56
89349	05/13/2015	NYS Child Support Processing Center	\$32.00	89426	05/14/2015	CenturyLink	\$67.64
89350	05/13/2015	Pennsylvania SCDU	\$215.00	89427	05/14/2015	CenturyLink	\$272.24
89351	05/13/2015	Pre-paid Legal Services, Inc. dba LegalShield	\$1,701.65	89428	05/14/2015	CenturyLink	\$849.63
89352	05/13/2015	Public Safety Retirement Syst	\$498.94	89429	05/14/2015	Cochise County Treasurer	\$3,945.51
89353	05/13/2015	Public Safety Retirement Syst	\$1,231.94	89430	05/14/2015	Cochise Lock & Safe	\$10.79
89354	05/13/2015	Support Payment Clearinghouse	\$6,833.23	89431	05/14/2015	Complete Aviation Fuel Systems	\$1,104.31
89355	05/13/2015	U.S. Department of Education	\$160.79	89432	05/14/2015	Copper Queen Community Hospital	\$310.20
89356	05/13/2015	United Way	\$40.00	89433	05/14/2015	Copper Queen Community Hospital	\$40.00
89357	05/13/2015	Aqua Life	\$27.50	89434	05/14/2015	Coronado Veterinary Hospital	\$200.00
89358	05/13/2015	AZ Water Company	\$912.61	89435	05/14/2015	Covertrack Group Inc.	\$5,316.43
89359	05/13/2015	Bisbee Observer	\$121.56	89436	05/14/2015	Crowell, Patricia	\$61.48
89360	05/13/2015	Bisbee Observer	\$19.65	89437	05/14/2015	Darling Environmental & Surveying, Ltd.	\$562.50
89361	05/13/2015	Bowie Water Improvement District	\$39.79	89438	05/14/2015	DataBank IMX LLC	\$358.75
89362	05/13/2015	Cable One	\$110.50	89439	05/14/2015	Delany, Eva	\$100.00
89363	05/13/2015	CenturyLink	\$4,740.08	89440	05/14/2015	Dell Marketing LP	\$1,115.80
89364	05/13/2015	CenturyLink	\$4,190.34	89441	05/14/2015	Deneke, Buffy	\$406.10
89365	05/13/2015	CenturyLink	\$202.22	89442	05/14/2015	Dibble & Associates Consulting Engineers, Inc.	\$889.50
89366	05/13/2015	Cochise County Farmers Association	\$657.82	89443	05/14/2015	DLT Solutions, LLC	\$2,992.77
89367	05/13/2015	Culligan of Tucson	\$99.98	89444	05/14/2015	Douglas NAPA	\$177.75
89368	05/13/2015	Douglas, City of	\$216.32	89445	05/14/2015	Douglas NAPA	\$126.66
89369	05/13/2015	Sparkletts	\$81.19	89446	05/14/2015	Douglas Police Department	\$2,771.35
89370	05/13/2015	Sulphur Springs Valley Electric Coop, Inc.	\$599.07	89447	05/14/2015	Douglas, City of	\$943.00
89371	05/13/2015	Sulphur Springs Valley Electric Coop, Inc.	\$149.97	89448	05/14/2015	E-Z Messenger	\$193.20
89372	05/13/2015	Valley Telephone Cooperative, Inc.	\$474.57	89449	05/14/2015	Empire Southwest LLC	\$11,189.43
89373	05/13/2015	Verizon Wireless	\$574.45	89450	05/14/2015	Empire Southwest LLC	\$11,338.74
89374	05/13/2015	Verizon Wireless	\$253.49	89451	05/14/2015	Empire Southwest LLC	\$2,200.34
89375	05/13/2015	Verizon Wireless	\$198.68	89452	05/14/2015	Eskue, Beverly J	\$179.13
89376	05/13/2015	Waste Mgmt of AZ - Sierra Vista Hauling	\$281.75	89453	05/14/2015	FasPsych, LLC	\$3,120.00
89377	05/13/2015	Wick Communications	\$94.41	89454	05/14/2015	Federal Express Corporation	\$34.98
89378	05/13/2015	Willcox, City of	\$136.85	89455	05/14/2015	Fimbres, Manuel R	\$150.00
89379	05/13/2015	Willcox, City of	\$771.92	89456	05/14/2015	Gale Group	\$28.79
89380	05/14/2015	Aiton, Roberta	\$26.84	89457	05/14/2015	Granite Construction Company	\$1,329.11
89381	05/14/2015	Alex Espinosa's Bisbee Funeral Home	\$2,450.00	89458	05/14/2015	Granite Construction Company	\$8,190.08
89382	05/14/2015	All Pro Pest Mgmt Service	\$210.00	89459	05/14/2015	Guinane, Christina Ann	\$93.75
89383	05/14/2015	Alternative Counseling Service, Inc	\$680.00	89460	05/14/2015	Hatfield Funeral Home	\$640.00
89384	05/14/2015	Amazon.com LLC	\$663.64	89461	05/14/2015	Hatfield Funeral Home	\$500.00
89385	05/14/2015	ARAMARK Services, Inc.	\$4,113.78	89462	05/14/2015	Healthcare Innovations, Inc.	\$1,575.38
89386	05/14/2015	ARAMARK Services, Inc.	\$34,558.77	89463	05/14/2015	Kathy N. Bell, N.P.	\$2,100.00
89387	05/14/2015	ARAS 360 Technologies, Inc.	\$8,000.00	89464	05/14/2015	Keefe Supply Company	\$2,999.64
89388	05/14/2015	AZ City/County Mgmt Association (ACMA)	\$320.00	89465	05/14/2015	Kimberlee K. Mulhern	\$825.96
89389	05/14/2015	AZ Department of Corrections - Douglas	\$620.75	89466	05/14/2015	Legend Technical Services, Inc.	\$89.00
89390	05/14/2015	AZ Department of Corrections - Douglas	\$64.00	89467	05/14/2015	Little Caesars	\$73.69
89391	05/14/2015	AZ Department of Corrections - Douglas	\$64.00	89468	05/14/2015	MacMasters, Bruce	\$100.00
89392	05/14/2015	AZ Department of Corrections - Douglas	\$610.75	89469	05/14/2015	Maddux & Sons Inc	\$8,954.92
89393	05/14/2015	AZ Department of Corrections - Douglas	\$2,079.26	89470	05/14/2015	Manring, Donald Gene	\$250.00
89394	05/14/2015	AZ Department of Corrections - Douglas	\$120.00	89471	05/14/2015	Merle's Automotive Supply, Inc.	\$297.63
89395	05/14/2015	AZ Department of Environmental Quality	\$3,859.65	89472	05/14/2015	Moor, Jane	\$200.00
89396	05/14/2015	AZ Police Psychology, PLLC	\$455.00	89473	05/14/2015	Nelson, Carla	\$114.49
89397	05/14/2015	AZ State Hospital	\$2,920.50	89474	05/14/2015	NI Government Services Inc	\$241.67
89398	05/14/2015	AZ State Hospital	\$20,040.00	89475	05/14/2015	Northern Cochise Community Hospital, Inc.	\$48.87
89399	05/14/2015	AZ State Land Department	\$294.79	89476	05/14/2015	Northern Cochise Community Hospital, Inc.	\$421.98
89400	05/14/2015	AZ State Prison Complex - Fort Grant	\$187.50	89477	05/14/2015	Nyander, Penny Sue	\$1,361.60
89401	05/14/2015	AZ State Prison Complex - Fort Grant	\$488.61	89478	05/14/2015	O'Rielly Chevrolet, Inc.	\$29.71
89402	05/14/2015	AZ Water Company	\$71.20	89479	05/14/2015	OCLC Online Computer Library Center, Inc.	\$731.02
89403	05/14/2015	Axle Transmission Inc.	\$5,929.38	89480	05/14/2015	Office Depot	\$2,168.01
89404	05/14/2015	AZ Communications Group	\$3,334.21	89481	05/14/2015	Office of Vital Records	\$5,545.00
89405	05/14/2015	Bailey, Dianne	\$26.84	89482	05/14/2015	Panayiotis A. Ellinas, MD MPH	\$625.00
89406	05/14/2015	Baird, Leslie A, CR	\$413.60	89483	05/14/2015	Paul Jr., Joseph	\$150.00
89407	05/14/2015	Baker & Taylor, Inc.	\$982.66	89484	05/14/2015	Price, Lynn Darlene	\$150.00
89408	05/14/2015	Banas, Pamela	\$1,612.00	89485	05/14/2015	Prudential Overall Supply	\$375.07
89409	05/14/2015	Bank of America	\$112,441.26	89486	05/14/2015	Prudential Overall Supply	\$107.34
89410	05/14/2015	Barnetts Towing LLC	\$142.50	89487	05/14/2015	Purcell's Western State Tire Company	\$7,506.78
89411	05/14/2015	Benson, City of	\$297.56	89488	05/14/2015	Purcell's Western State Tire Company	\$3,710.69
89412	05/14/2015	BI Incorporated	\$604.93	89489	05/14/2015	Rachilla, L. Dale	\$200.00
89413	05/14/2015	Bisbee Observer	\$370.94	89490	05/14/2015	Recorded Books, LLC	\$5,056.90
89414	05/14/2015	Bisbee, City of	\$8,125.16	89491	05/14/2015	Reed, Cynthia - Court Reporter	\$150.00
89415	05/14/2015	Blackstone Audiobooks	\$242.78	89492	05/14/2015	Reed, Cynthia - Court Reporter	\$600.00
89416	05/14/2015	Brislan, Jeanette	\$121.51	89493	05/14/2015	Rivera, Julio A.	\$181.07
89417	05/14/2015	Bug-Wiser Exterminating, Inc.	\$1,115.00	89494	05/14/2015	RWC International, LTD	\$2,850.21

89495	05/14/2015	RWC International, LTD	\$2,391.76	89573	05/14/2015	Welch, Catherine	\$167.83
89496	05/14/2015	Sanofi Pasteur	\$235.44	89574	05/19/2015	AOC Corrections Officer Retire	\$16,913.45
89497	05/14/2015	Schlesinger, Aaron	\$81.20	89575	05/19/2015	Correction Officers	\$17,386.73
89498	05/14/2015	Senergy Petroleum LLC	\$23,588.01	89576	05/19/2015	EODCRS	\$9.06
89499	05/14/2015	Senergy Petroleum LLC	\$5,128.41	89577	05/19/2015	Nationwide Retirement Solutions	\$507.50
89500	05/14/2015	Senergy Petroleum LLC	\$8,733.05	89578	05/19/2015	Public Safety Retirement Syst	\$93,542.69
89501	05/14/2015	Sheakley Pension Administration Inc.	\$927.75	89579	05/19/2015	Public Safety Retirement Syst	\$17,150.41
89502	05/14/2015	SHI International Corp.	\$2,284.34	89580	05/19/2015	Public Safety Retirement Syst	\$1,230.77
89503	05/14/2015	Shums Coda Associates, Inc.	\$36,187.41	89581	05/19/2015	Public Safety Retirement Syst	\$634.38
89504	05/14/2015	Sierra Vista NAPA	\$774.42	89582	05/20/2015	AZ Secretary of State	\$43.00
89505	05/14/2015	Sierra Vista, City of	\$3,026.29	89583	05/20/2015	CenturyLink	\$65.40
89506	05/14/2015	Southern AZ Children's Adv Center-SACAC	\$225.00	89584	05/20/2015	CenturyLink	\$64.33
89507	05/14/2015	Southwest Disposal LC	\$83.39	89585	05/20/2015	CenturyLink	\$355.72
89508	05/14/2015	Southwest Gas Corporation	\$46.25	89586	05/20/2015	Culligan of Tucson	\$359.25
89509	05/14/2015	Sparkletts	\$41.96	89587	05/20/2015	LexisNexis Matthew Bender	\$61.62
89510	05/14/2015	Sparkletts	\$47.34	89588	05/20/2015	Southwestern Utility Mgmt, Inc.	\$205.00
89511	05/14/2015	Sparkletts	\$82.00	89589	05/20/2015	Sparkletts	\$63.66
89512	05/14/2015	Stantec Consulting Services, Inc.	\$4,100.00	89590	05/20/2015	Sprint	\$122.63
89513	05/14/2015	Sulphur Springs Valley Electric Coop, Inc.	\$4,537.66	89591	05/20/2015	Sulphur Springs Valley Electric Coop, Inc.	\$698.17
89514	05/14/2015	Thomson West	\$1,901.38	89592	05/20/2015	Sulphur Springs Valley Electric Coop, Inc.	\$935.66
89515	05/14/2015	Thomson West	\$3,258.22	89593	05/20/2015	Sulphur Springs Valley Electric Coop, Inc.	\$1,090.19
89516	05/14/2015	Truck and Trailer Parts	\$115.43	89594	05/20/2015	Valley Telephone Cooperative, Inc.	\$293.24
89517	05/14/2015	Truck and Trailer Parts	\$477.95	89595	05/20/2015	Verizon Wireless	\$577.24
89518	05/14/2015	UniFirst Corporation	\$229.01	89596	05/21/2015	Abril, Barbara Elizabeth	\$35.00
89519	05/14/2015	Valley Telephone Cooperative, Inc.	\$35.70	89597	05/21/2015	Alexander Hamilton Institute, Inc.	\$82.08
89520	05/14/2015	Verizon Wireless	\$312.27	89598	05/21/2015	American Jail Association	\$300.00
89521	05/14/2015	Villegas, Francisco	\$150.00	89599	05/21/2015	Anderson, Steven James	\$250.00
89522	05/14/2015	Vision Business Products	\$88.69	89600	05/21/2015	Andrew, Kathryn	\$300.00
89523	05/14/2015	Watson Chevrolet	\$2,319.10	89601	05/21/2015	AZ Counties Insurance Pool	\$54,259.56
89524	05/14/2015	Waxie Sanitary Supply	\$602.42	89602	05/21/2015	AZ Department of Corrections - Douglas	\$892.00
89525	05/14/2015	Western Emulsion, Inc	\$27,330.36	89603	05/21/2015	AZ Department of Corrections ASPC-Tucson	\$99.00
89526	05/14/2015	Westlawn Chapel & Mortuary	\$630.00	89604	05/21/2015	AZ Department of Revenue	\$32.88
89527	05/14/2015	Westlawn Chapel & Mortuary	\$950.00	89605	05/21/2015	AZ Public Defender Association	\$160.00
89528	05/14/2015	Wick Communications	\$502.13	89606	05/21/2015	AZ State Prison Complex - Fort Grant	\$2,640.70
89529	05/14/2015	Wick Communications	\$244.92	89607	05/21/2015	AZ State Prison Complex - Fort Grant	\$176.25
89530	05/14/2015	Wick Communications	\$750.39	89608	05/21/2015	AZ State Prison Complex - Fort Grant	\$84.25
89531	05/14/2015	Wick Communications	\$374.77	89609	05/21/2015	AZ Water Company	\$5,585.45
89532	05/14/2015	Willcox Auto Parts Inc.	\$670.63	89610	05/21/2015	Ascent Aviation Group, Inc.	\$67.50
89533	05/14/2015	Willcox Auto Parts Inc.	\$325.90	89611	05/21/2015	Athens Technical Specialists, Inc.	\$3,903.78
89534	05/14/2015	Willcox Auto Parts Inc.	\$617.27	89612	05/21/2015	Audio Editions	\$438.27
89535	05/14/2015	WR Ryan Company	\$3,500.76	89613	05/21/2015	Auletta, Susan P	\$78.00
89536	05/14/2015	Zumar Industries Inc	\$5,006.27	89614	05/21/2015	Auletta, Susan P	\$1,200.00
89537	05/14/2015	AZ Supreme Court	\$7,695.00	89615	05/21/2015	B&S Supply Co, Inc	\$1,371.20
89538	05/14/2015	Ash Creek Elementary School District	\$280.80	89616	05/21/2015	Baird, Leslie A, CR	\$255.70
89539	05/14/2015	Benson Unified School District	\$20,000.00	89617	05/21/2015	Baker & Taylor, Inc.	\$2,339.57
89540	05/14/2015	Cochise County Sheriff's Department	\$343.97	89618	05/21/2015	Banning Creek Enterprises, LLC	\$7,628.00
89541	05/14/2015	Coulter, Billy E	\$75.63	89619	05/21/2015	Barnetts Towing LLC	\$150.00
89542	05/14/2015	Coulter, Billy E	\$100.84	89620	05/21/2015	Benson Police Department	\$320.10
89543	05/14/2015	DeBee, Jonathan Daniel	\$75.00	89621	05/21/2015	Bisbee Mining & Histor. Museum	\$82.50
89544	05/14/2015	English, Ann	\$1,007.33	89622	05/21/2015	Bob Barker Company, Inc.	\$370.58
89545	05/14/2015	Flamm, Joseph	\$21.01	89623	05/21/2015	Bourke, Nancy	\$3,773.49
89546	05/14/2015	K-Mart	\$6.79	89624	05/21/2015	Brown & White Inc	\$3,987.50
89547	05/14/2015	Lee Harbers Consulting, PLLC	\$14,050.00	89625	05/21/2015	Brown, Mark L	\$1,750.00
89548	05/14/2015	Nadolski, Jerome A	\$38.10	89626	05/21/2015	Bug-Wiser Terminating, Inc.	\$180.00
89549	05/14/2015	Romero, Tracey	\$12.46	89627	05/21/2015	Canyon State Wireless Inc.	\$2,090.00
89550	05/14/2015	Searle, Richard	\$635.10	89628	05/21/2015	CEMEX Construction Materials South, LLC	\$1,462.61
89551	05/14/2015	Sierra Vista Magistrate Court	\$40.00	89629	05/21/2015	CenturyLink	\$759.65
89552	05/14/2015	Thompson, Linda	\$42.01	89630	05/21/2015	CenturyLink	\$70.44
89553	05/14/2015	Tombstone Unified School District #01	\$159.32	89631	05/21/2015	CenturyLink	\$32.91
89554	05/14/2015	Valley Security Service, Inc.	\$1,428.50	89632	05/21/2015	CenturyLink	\$65.82
89555	05/14/2015	Walmart	\$33.61	89633	05/21/2015	CenturyLink	\$65.20
89556	05/14/2015	Watkins, Robert	\$1,092.06	89634	05/21/2015	Cochise Private Industry Council, Inc.	\$903.00
89557	05/14/2015	Barow, Duane	\$61.00	89635	05/21/2015	Cooke, Stephen R.	\$195.00
89558	05/14/2015	Berry, Trudy	\$864.78	89636	05/21/2015	CRM of America LLC	\$12,231.33
89559	05/14/2015	Brislan, Jeanette	\$161.92	89637	05/21/2015	Culligan of Tucson	\$52.97
89560	05/14/2015	Brown-Aguilar, Cheryl	\$61.00	89638	05/21/2015	Culligan of Tucson	\$128.36
89561	05/14/2015	Cooper, Renee	\$496.21	89639	05/21/2015	Culligan of Tucson	\$25.26
89562	05/14/2015	Corbet, Elaine	\$394.76	89640	05/21/2015	Culligan of Tucson	\$123.37
89563	05/14/2015	Eichacker, Octavia	\$54.00	89641	05/21/2015	Culligan of Tucson	\$46.08
89564	05/14/2015	Flannigan, Ana	\$162.40	89642	05/21/2015	Dell Marketing LP	\$19,234.79
89565	05/14/2015	Hill, Bethany	\$80.62	89643	05/21/2015	Doss, Angelita	\$267.63
89566	05/14/2015	Honorable Alma Vildosola	\$24.94	89644	05/21/2015	Dr. Maria Church International, LLC	\$5,500.00
89567	05/14/2015	McCleave, Keturah M	\$77.43	89645	05/21/2015	Eidson, Faith	\$75.00
89568	05/14/2015	McCraley, Frances	\$318.78	89646	05/21/2015	Empire Southwest LLC	\$493.59
89569	05/14/2015	Morales, Claudia	\$95.00	89647	05/21/2015	Estes, Jeffrey A	\$100.00
89570	05/14/2015	Murrieta, Tara	\$189.40	89648	05/21/2015	ExhibitOne Corporation	\$885.33
89571	05/14/2015	Rivera, Christina G.	\$153.00	89649	05/21/2015	Fisher Sand & Gravel	\$31,603.20
89572	05/14/2015	Thoult, Eric	\$75.00	89650	05/21/2015	Fisher Sand & Gravel	\$46,173.07

89651	05/21/2015	Gale Group	\$28.79	89726	05/21/2015	Zavadin, Norbert W.	\$17.40
89652	05/21/2015	Geodesy	\$10,200.00	89727	05/21/2015	AZ Local Health Officers Association (ALHOA)	\$450.00
89653	05/21/2015	Granite Construction Company	\$3,863.31	89728	05/21/2015	Call, Pat	\$74.40
89654	05/21/2015	HOV Services/Lason Systems	\$100.83	89729	05/21/2015	Cochise County Justice Court #2	\$42.01
89655	05/21/2015	Insight Public Sector	\$4,815.86	89730	05/21/2015	Cochise County Juvenile Court Services	\$103.40
89656	05/21/2015	Klocko, Ann	\$342.16	89731	05/21/2015	Cochise Education Foundation	\$1,209.13
89657	05/21/2015	Language Line Services, Inc.	\$51.89	89732	05/21/2015	Corey, Karen R. MS	\$442.50
89658	05/21/2015	Lee Bays Supply	\$12,600.00	89733	05/21/2015	Honorable Trevor L. Ward	\$78.20
89659	05/21/2015	Legal Transcription Services Plus	\$108.00	89734	05/21/2015	Meracle, Tim	\$100.00
89660	05/21/2015	Levitt, Harriette P.	\$2,659.43	89735	05/21/2015	Pioneer Title Agency	\$39,075.00
89661	05/21/2015	LexisNexis Matthew Bender	\$56.80	89736	05/21/2015	Pioneer Title Agency	\$44,450.00
89662	05/21/2015	Lowell A. Jensen, PLC	\$5,575.00	89737	05/21/2015	Pitney Bowes Reserve Account	\$10,000.00
89663	05/21/2015	Maddux & Sons Inc	\$14,316.55	89738	05/21/2015	Shuck, Laura	\$100.00
89664	05/21/2015	Madrid, Isabel	\$225.00	89739	05/21/2015	Solutionz Conferencing Inc.	\$203,838.32
89665	05/21/2015	Manring, Donald Gene	\$250.00	89740	05/21/2015	Cervantes, Tim	\$17.70
89666	05/21/2015	Mansour, Brooke	\$270.00	89741	05/21/2015	Collins, Eva	\$14.62
89667	05/21/2015	Matchett Law	\$1,000.00	89742	05/21/2015	Edie, Patricia	\$40.66
89668	05/21/2015	McGowan, Mark J.	\$6,800.00	89743	05/21/2015	Greene, Patrick K.	\$35.38
89669	05/21/2015	Merle's Automotive Supply, Inc.	\$2,716.73	89744	05/21/2015	Gregan, Wayne	\$25.44
89670	05/21/2015	Metropolitan Compounds, Inc.	\$465.69	89745	05/21/2015	Honorable Bruce E Staggs	\$29.58
89671	05/21/2015	Neuropsychological Assessment & Consulting, PLC	\$1,600.00	89746	05/21/2015	Hooper, Carl	\$95.00
89672	05/21/2015	Neuropsychological Assessment & Consulting, PLC	\$500.00	89747	05/21/2015	Horne, David W	\$34.00
89673	05/21/2015	Northern Cochise Community Hospital, Inc.	\$5,811.40	89748	05/21/2015	Lacombe, Kathleen A.	\$129.34
89674	05/21/2015	Occupational Health Centers of the Southwest, P.A.	\$188.00	89749	05/21/2015	Lord, Priscilla	\$263.38
89675	05/21/2015	Office Depot	\$83.46	89750	05/21/2015	Maddux, Catherine	\$308.85
89676	05/21/2015	Office Smart	\$90.57	89751	05/21/2015	Martzke, James F.	\$72.16
89677	05/21/2015	Ortega, Michael J.	\$841.00	89752	05/21/2015	McDonald, Alan Kent	\$32.77
89678	05/21/2015	Perry II, Winfield T	\$100.00	89753	05/21/2015	Morales, Julie	\$270.16
89679	05/21/2015	Porta-Pot	\$887.25	89754	05/21/2015	Porter, Radi Ann	\$51.91
89680	05/21/2015	Prudential Overall Supply	\$146.71	89755	05/21/2015	Riggs, Karen C.	\$44.00
89681	05/21/2015	Prudential Overall Supply	\$126.52	89756	05/21/2015	Sullivan, Kristine	\$61.00
89682	05/21/2015	Recorded Books, LLC	\$332.44	89757	05/21/2015	Watkins, Nathan	\$33.43
89683	05/21/2015	Robertson, Bonita Shirley	\$1,500.00	89758	05/21/2015	Weissler, Liza Y.	\$22.56
89684	05/21/2015	Rothrock Investigations	\$2,654.89	89759	05/22/2015	Con-way Freight Inc.	\$377.81
89685	05/21/2015	RWC International, LTD	\$129.31	89760	05/27/2015	AZ Public Service (APS)	\$932.49
89686	05/21/2015	Safelite Autoglass Corp.	\$198.66	89761	05/27/2015	AZ Public Service (APS)	\$1,265.29
89687	05/21/2015	Scriven, Shelly	\$96.09	89762	05/27/2015	Benson, City of	\$413.17
89688	05/21/2015	Sea Tel Inc.	\$567.00	89763	05/27/2015	CenturyLink	\$2,304.23
89689	05/21/2015	Senergy Petroleum LLC	\$10,105.79	89764	05/27/2015	Clear Springs Utility, Inc.	\$103.60
89690	05/21/2015	Senergy Petroleum LLC	\$11,554.11	89765	05/27/2015	Pueblo del Sol Water Company	\$200.26
89691	05/21/2015	SHI International Corp.	\$77,595.17	89766	05/27/2015	Southwest Gas Corporation	\$139.62
89692	05/21/2015	Sierra Vista Diagnostics	\$93.75	89767	05/27/2015	Sulphur Springs Valley Electric Coop, Inc.	\$466.94
89693	05/21/2015	Sierra Vista NAPA	\$153.10	89768	05/27/2015	Valley Telephone Cooperative, Inc.	\$1,182.07
89694	05/21/2015	Sierra Vista, City of	\$1,973.36	89769	05/27/2015	American First Financial, LLC	\$82.23
89695	05/21/2015	Sloan R. King, PhD, LLC	\$7,500.00	89770	05/27/2015	Bursey & Associates, P.C.	\$88.93
89696	05/21/2015	Solid Waste Assoc of North America (SWANA)	\$500.00	89771	05/27/2015	Correction Officers	\$452.55
89697	05/21/2015	Southwest Gas Corporation	\$7,502.27	89772	05/27/2015	DCS	\$480.24
89698	05/21/2015	Sparkletts	\$11.84	89773	05/27/2015	GMAC, c/o Jennifer A. Christie	\$20.72
89699	05/21/2015	Staples	\$443.80	89774	05/27/2015	Gurstel Chargo PA	\$295.28
89700	05/21/2015	Sulphur Springs Valley Electric Coop, Inc.	\$9,830.36	89775	05/27/2015	Internal Revenue Service	\$128.45
89701	05/21/2015	Technical Resource Mgmt, Inc.	\$6.70	89776	05/27/2015	Public Safety Retirement Syst	\$386.14
89702	05/21/2015	Thomson West	\$97.30	89777	05/27/2015	Public Safety Retirement Syst	\$1,231.94
89703	05/21/2015	U.S. Healthworks Medical Group of AZ, PC	\$507.00	89778	05/27/2015	U.S. Department of Education	\$160.79
89704	05/21/2015	UniFirst Corporation	\$213.07	89779	05/27/2015	United Way	\$40.00
89705	05/21/2015	United Fire Equipment Co	\$20.00	89780	05/28/2015	Alvarez, Amanda M	\$66.00
89706	05/21/2015	United Fire Equipment Co	\$95.59	89781	05/28/2015	AZ Department of Corrections - Douglas	\$64.00
89707	05/21/2015	United Fire Equipment Co	\$117.56	89782	05/28/2015	AZ Department of Corrections - Douglas	\$56.00
89708	05/21/2015	USDA, APHIS	\$11,554.17	89783	05/28/2015	AZ Department of Corrections - Douglas	\$701.65
89709	05/21/2015	Valley Security Service, Inc.	\$849.36	89784	05/28/2015	AZ Department of Corrections - Douglas	\$598.00
89710	05/21/2015	Valley Telephone Cooperative, Inc.	\$57.20	89785	05/28/2015	AZ State Prison Complex - Fort Grant	\$217.50
89711	05/21/2015	Valley Telephone Cooperative, Inc.	\$106.56	89786	05/28/2015	AZ State Prison Complex - Fort Grant	\$410.29
89712	05/21/2015	Valley Telephone Cooperative, Inc.	\$192.38	89787	05/28/2015	Arora, Mona	\$2,700.00
89713	05/21/2015	Watch Guard	\$698.36	89788	05/28/2015	Baldwin, Thomas E	\$200.00
89714	05/21/2015	Watson Chevrolet	\$166.00	89789	05/28/2015	Banas, Pamela	\$1,125.60
89715	05/21/2015	Waxie Sanitary Supply	\$1,404.58	89790	05/28/2015	Banning Creek Enterprises, LLC	\$5,000.00
89716	05/21/2015	Waxie Sanitary Supply	\$786.81	89791	05/28/2015	Binkerd, Joseph	\$100.00
89717	05/21/2015	West Press	\$422.65	89792	05/28/2015	Bradley R. Johnson, MD, PLLC	\$175.00
89718	05/21/2015	West Press	\$637.36	89793	05/28/2015	Canyon State Wireless Inc.	\$2,740.00
89719	05/21/2015	Westlawn Chapel & Mortuary	\$500.00	89794	05/28/2015	Cardinal Health Inc.	\$682.59
89720	05/21/2015	Wick Communications	\$44.06	89795	05/28/2015	Center for Disease Detection, LLC	\$745.50
89721	05/21/2015	Wick Communications	\$40.32	89796	05/28/2015	CenturyLink	\$606.82
89722	05/21/2015	Willcox Auto Parts Inc.	\$712.78	89797	05/28/2015	CenturyLink	\$67.64
89723	05/21/2015	Wooley, Stacey L	\$163.77	89798	05/28/2015	CenturyLink	\$135.28
89724	05/21/2015	WR Ryan Company	\$424.08	89799	05/28/2015	Child & Family Resources, Inc.	\$5,315.73
89725	05/21/2015	WR Ryan Company	\$5,106.41	89800	05/28/2015	Christopher Hitchcock PLC	\$50.00
				89801	05/28/2015	Christopher Hitchcock PLC	\$1,300.00
				89802	05/28/2015	Coordinated Consulting Services, LLC	\$5,400.00
				89803	05/28/2015	Copper Queen Community Hospital	\$65.00

89804	05/28/2015	Copper Queen Community Hospital	\$285.00	89881	05/28/2015	Valenzuela, Esther	\$62.06
89805	05/28/2015	CRM of America LLC	\$2,841.22				
89806	05/28/2015	D & L Towing	\$216.00				
89807	05/28/2015	Deneke, Buffy	\$111.80				
89808	05/28/2015	Diamond Drugs Inc.	\$6,001.84				
89809	05/28/2015	Douglas NAPA	\$227.44				
89810	05/28/2015	Douglas Police Department	\$3,000.00				
89811	05/28/2015	Ellis Towing LLC	\$335.00				
89812	05/28/2015	Emily Danies Attorney at Law LLC	\$2,225.00				
89813	05/28/2015	Empire Southwest LLC	\$2,627.54				
89814	05/28/2015	Empire Southwest LLC	\$62.60				
89815	05/28/2015	Empire Southwest LLC	\$21,819.71				
89816	05/28/2015	Flores, Juan P	\$5,089.80				
89817	05/28/2015	Granite Construction Company	\$1,898.02				
89818	05/28/2015	Hamilton, Linda T.	\$195.00				
89819	05/28/2015	Hodges Glass Co Inc	\$751.50				
89820	05/28/2015	Industrial Metal Supply Co.	\$7,802.93				
89821	05/28/2015	Inspiron Logistics LLC	\$13,750.00				
89822	05/28/2015	Inter-State Investigative Services, Inc.	\$417.50				
89823	05/28/2015	John William Lovell, PC	\$2,744.53				
89824	05/28/2015	Law Offices of Joseph Mendoza PLLC	\$5,015.00				
89825	05/28/2015	Law Offices of Thomas E. Higgins, Jr.	\$3,413.00				
89826	05/28/2015	McEachern, Janelle Esq	\$650.00				
89827	05/28/2015	Medina, Marisol	\$144.00				
89828	05/28/2015	Mountain Health & Wellness	\$13.90				
89829	05/28/2015	New World Systems Corporation	\$6,485.00				
89830	05/28/2015	Office Smart	\$594.20				
89831	05/28/2015	ProForce Law Enforcement	\$857.98				
89832	05/28/2015	Prudential Overall Supply	\$87.23				
89833	05/28/2015	Prudential Overall Supply	\$70.83				
89834	05/28/2015	Purcell's Western State Tire Company	\$2,359.91				
89835	05/28/2015	Purcell's Western State Tire Company	\$3,232.02				
89836	05/28/2015	Reed, Cynthia - Court Reporter	\$600.00				
89837	05/28/2015	Richardsons Remembrance Center	\$1,975.00				
89838	05/28/2015	RWC International, LTD	\$1,816.17				
89839	05/28/2015	RWC International, LTD	\$4,248.01				
89840	05/28/2015	RWC International, LTD	\$633.66				
89841	05/28/2015	Schlesinger, Aaron	\$564.20				
89842	05/28/2015	Selking, Paige	\$175.00				
89843	05/28/2015	Senergy Petroleum LLC	\$12,536.27				
89844	05/28/2015	Senergy Petroleum LLC	\$6,305.32				
89845	05/28/2015	Senergy Petroleum LLC	\$6,098.07				
89846	05/28/2015	Sonora Behavioral Health	\$2,282.00				
89847	05/28/2015	Sonora Behavioral Health	\$3,000.00				
89848	05/28/2015	Southeastern AZ Behavioral Health Svs- SEABHS, Inc.	\$17.10				
89849	05/28/2015	Southeastern AZ Contractors Assoc (SACA)	\$32.00				
89850	05/28/2015	Sparkletts	\$153.86				
89851	05/28/2015	Stamback Septic Service	\$611.50				
89852	05/28/2015	Streitfeld, Stephen V. MD PC	\$500.00				
89853	05/28/2015	Sulphur Springs Valley Electric Coop, Inc.	\$49.97				
89854	05/28/2015	Thomson West	\$48.65				
89855	05/28/2015	Thomson West	\$7,711.44				
89856	05/28/2015	Thorn Law Office	\$4,209.00				
89857	05/28/2015	UniFirst Corporation	\$213.07				
89858	05/28/2015	University Physicians Healthcare, Inc.	\$862.00				
89859	05/28/2015	University Physicians Healthcare, Inc.	\$4,689.00				
89860	05/28/2015	VCA Apache Animal Hospital	\$466.40				
89861	05/28/2015	Verizon Wireless	\$1,712.20				
89862	05/28/2015	Wells, Doris	\$647.50				
89863	05/28/2015	West & Zickerman, PLLC	\$5,698.78				
89864	05/28/2015	West, Douglas	\$505.00				
89865	05/28/2015	Western Emulsion, Inc	\$111,885.58				
89866	05/28/2015	Willcox Auto Parts Inc.	\$415.89				
89867	05/28/2015	Willcox Auto Parts Inc.	\$562.03				
89868	05/28/2015	Zavadin, Norbert W.	\$46.40				
89869	05/28/2015	AZ Department of Education	\$650.00				
89870	05/28/2015	CenturyLink	\$34.82				
89871	05/28/2015	Urbina, Henry	\$105.20				
89872	05/28/2015	Acuna, Gloria	\$463.13				
89873	05/28/2015	Alvarado, Iris	\$100.92				
89874	05/28/2015	Craig, Kelly	\$17.70				
89875	05/28/2015	Gomez, Mary	\$1,214.48				
89876	05/28/2015	Honorable Bruce E Staggs	\$623.64				
89877	05/28/2015	Last, Izak	\$18.75				
89878	05/28/2015	Lewis, Carrie	\$14.00				
89879	05/28/2015	Manzanares, Marina	\$14.00				
89880	05/28/2015	Scriven, April	\$71.00				

Regular Board of Supervisors Meeting

Information Technologies

Meeting Date: 06/23/2015

Microwave Upgrade, Contract with Motorola

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

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

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

NAME of PRESENTER: Tyson Mock **TITLE of PRESENTER:** Information Technology Director

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve financing \$3,000,000 to fund Microwave Project which will include change order no. 0001 for project 700 MHz P25 Phase II Trunked Simulcaset System to design and install a Microwave Backhaul, 15 digital microwave links between Motorola Solutions and Cochise County in the amount of \$2,461,841 plus applicable taxes effective June 23, 2015 and additional funding for new shelter and network engineering associated with this project.

Background:

ITD is using Motorola Solutions for the Microwave Project as we already use this company for microwave purposes. Using Motorola will ensure continuity and an additional discount to fund this project.

The additional funding requested will fund a shelter, engineer services, and any other resources needed for the completion of this project.

Department's Next Steps (if approved):

Send signed change order and purchase order to Motorola Solutions to qualify for discount.

Impact of NOT Approving/Alternatives:

We will not receive the discount.

To BOS Staff: Document Disposition/Follow-Up:

Get a signed change order to Tyson Mock.

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

Motorola Solutions Change Order

Microwave Proposal

Delivery Terms Microwave Proposal

Change Order No. 0001
Date: June 12, 2015
Project Name: 700 MHz P25 Phase II Trunked Simulcast System
Customer Name: Cochise County Sheriff's Office
Customer Project Mgr: Tyson Mock

The purpose of this Change Order is to: *(Supply a 15 link microwave backhauls system to Cochise County AZ)*

To design and install a Microwave Backhaul 15 digital Microwave Links for the Cochise County Trunked Simulcast P25 Phase II system. Also to include the relocation of an existing PTP 800 HSB microwave link.
 Proposal (SOW) is attached to this Change Order

Contract # 145 399 **Contract Date:** December 18, 2014

In accordance with the terms and conditions of the contract identified above between Cochise County, AZ. and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$ 3,964,179
Previous Change Order amounts for Change Order numbers <input type="text" value="0"/> through <input type="text" value="-0"/>	\$0.00
This Change Order:	\$ 2,436,841
New Contract Value:	\$6,401,020

Completion Date Adjustments

Original Completion Date:	June 2015
Current Completion Date prior to this Change Order:	September 2015
New Completion Date:	January 2016

Changes in Equipment: *(additions, deletions or modifications)* **Include attachments if needed**
 Microwave Networks to deliver and install 15 each digital microwave links New MWave dish installation on each of the involved sites. (ATTACHED IS THE PROPOSAL)

Changes in Services: *(additions, deletions or modifications)* **Include attachments if needed**
 Microwave Networks to relocate one digital microwave link, wholly within Cochise County. Services include end to end multi link pass through testing and verification.

Schedule Changes: *(describe change or N/A)*
 Change to schedule to accommodate installation, testing and link verification via the County Data network.

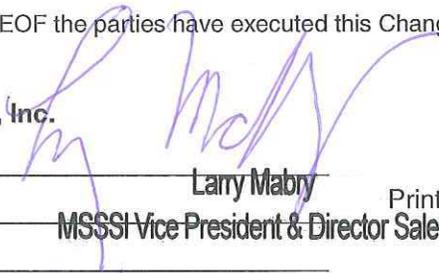
Pricing Changes: *(describe change or N/A)*
 Cost of turnkey system \$2,461,841 – plus applicable taxes.
 All price values are exclusive of applicable taxes.

Customer Responsibilities: *(describe change or N/A)*
 Participate in functional testing and integration with Cochise County data network. The County is required to provide engineering analysis of the included tower sites, this to eliminate failure issues with towers and safety concerns to personnel and site equipment.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)
 All values are expressed as pertaining to price on page 1.
 25% to ship 25% to start installation, 25% upon completion of install, 25% upon acceptance

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

<p>Motorola Solutions, Inc.</p> <p>By: </p> <p>Printed Name: <u>Larry Mabry</u></p> <p>Title: <u>MSSSI Vice President & Director Sales</u></p> <p>Date: <u>6/17/2015</u></p>	<p>Customer</p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

Reviewed by: _____ Date: _____
 Motorola Solutions Project Manager

Motorola Solutions, Inc.
7237 Church Ranch Blvd Suite 406
Westminster, CO 80021

June 9, 2015

Mr. Tyson Mock
Cochise County Information Technology
1415 Melody Lane, Building D
Bisbee, AZ 85603

Subject: Microwave Solution

Dear Mr. Mock:

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide Cochise County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational needs you requested, Motorola’s solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Fifteen (15) Digital Links of MNI’s Proteus MX 6GHz and 11GHz

This proposal is subject to the terms and conditions of the Communications System Agreement (CSA) dated December 10, 2014 between Cochise County and Motorola, and the payment terms attached hereto. This proposal shall remain valid until July 31, 2015. Motorola will be pleased to address any questions you may have regarding the proposal. Please direct any questions to your Motorola Account Executive, Carrie Hemmen at 602-319-2355, or carrie.hemmen@motorolasolutions.com.

Motorola appreciates your continued partnership and we look forward to continuing our relationship and implementing this project with Cochise County.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Larry Mabry
MSSSI Vice President & Director Sales

MICROWAVE SOLUTION



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

1.1 INTRODUCTION

The intent of this proposal is to provide Cochise County FD and PD (“Cochise County”) an IP Microwave backhaul system that provides with adequate capacity and reliability. Motorola Solutions Inc., (“Motorola”) developed the proposed solution with Cochise County’s current requirements and future growth opportunities in mind. Motorola’s proposed solution for Cochise County provides them with the following unique differentiating benefits:

- Network layer redundancy by using a Ring Topology.
- Support for up to 310 Mbps using 2+0 configuration links
- Links designed for at least 99.999% availability.
- All indoor installation (where ever feasible) to facilitate easy maintenance.
- Network Monitoring software tools
- DC power system to support the proposed equipment.
- A turnkey implementation solution with training, maintenance and warranty.

Additionally, Motorola included the following components in this proposal based on the conversations with Cochise County FD and PD:

- Relocation of the existing PTP 800 HSB microwave link from SVRSC to Foot Hills site.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom.

1.2 DESIGN CRITERIA

Cochise County’s existing microwave backhaul is TDM based. It lacks network layer protection. While implementing a new VHF/700/800MHz radio system and performing a Cisco IT infrastructure refresh, Cochise County identified some limitations on their aging microwave system and requested Motorola to provide a solution to upgrade it to an IP capable network. Due to this request Motorola identified county’s requirements and developed this backhaul solution.

Based on years of experience with various Microwave vendors, Motorola choose “Microwave Networks Inc” (MNI) as preferred vendor for implementing this solution. Motorola and MNI hosted a combined backhaul discussion with Cochise County to identify design requirements for this project. The following design criteria were identified during the discussion:

- Link availability: 99.999% or above
- Network protection: MPLS* and Ring topology
- Throughput: 310 Mbps with 2+0 configuration links
- Jitter, Latency and Packet loss: as per Motorola’s ASTRO 25 voice system requirements.
- Clear demarcation point to eliminate confusion in owernship and responsibilities

*Cochise County decided to provide MPLS protection using their existing Cisco equipment outside the scope of this proposal.

1.3 SYSTEM OVERVIEW

1.3.1 MNI Microwave

Motorola is proposing a full turnkey solution for 15 digital microwave links of MNI's Proteus MX 6 GHz and 11 GHz, 2 x 155 Mbps, 2+0, All Indoor (wherever feasible) Native IP and optional Native TDM. The Proteus MX provides full support for legacy and next generation IP/MPLS networks. Proposed design with Proteus MX Native IP with customer's MPLS transport allows maximizing the ability to support IP traffic featuring True No Single Point of Failure (NSPOF). Table 1.1 provides the details about each of the 15 links. Path profiles attached in the appendix provide complete details about the link performance.

Motorola has also included DC power system and battery backup for the proposed equipment (support for up to 8 hrs). Also, included in the proposal is FCC frequency co-ordination services.

Motorola's proposed solution is designed to carry only IP traffic. The proposed microwave can't be used to carry traditional TDM (DS1 or DS3) traffic unless Cochise County opts to purchase the optional TDM Cards for Proteus MX radios. Motorola's preliminary cutover plan indicates that few of the links require one on one replacement. Hence, Cochise County may experience downtime during the installation and cutover process. Once awarded, final detailed cutover plan will be discussed with Cochise County during the design review process.

Table 1.1: Proposed New Microwave links:

Path	Site name	TR / DR Antenna Size	TR / DR Antenna height (ft)	Radio model	Modulation / Throughput	Path length (mi)
1	DOS Cabezas B	6 ft	74	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	13.89
	Sequoia Farm	6 ft	25	MX 6 GHz All Indoor HP 2+0		
2	Douglas	6 ft	40	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	18.01
	Bernadino	6 ft	30	MX 6 GHz All Indoor HP 2+0		
3	Elfrida	8 ft / 6ft	40 / 15	MX 6 GHz All Indoor SD HP 2+0	128 QAM / 2 x 155 Mbps	37.2*
	DOS Cabezas B	6 ft / 6ft	50 / 20	MX 6 GHz All Indoor SD HP 2+0		
4	Juniper Point/Flats	6 ft	50	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	7.24
	Black Knob	6 ft	35	MX 6 GHz All Indoor HP 2+0		
5	Juniper Point/Flats	8 ft	50	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	25.97*
	Douglas	6 ft	40	MX 6 GHz All Indoor HP 2+0		
6	Juniper Point/Flats	6 ft	73	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	21.33
	Elfrida	6 ft	20	MX 6 GHz All Indoor HP 2+0		
7	Melody Lane	2.6 ft	25	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	3.33
	Black Knob	2.6 ft	25	MX 11 GHz All Indoor HP 2+0		
8	Quality Hill	2.6 ft	15	MX 11 GHz Split Mount HP 2+0	128 QAM / 2 x 155 Mbps	2.91
	Mule Mountain	2.6 ft	35	MX 11 GHz All Indoor HP 2+0		
9	SVRSC	2.6 ft	43	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	1.68
	SVPD	2.6 ft	31	MX 11 GHz All Indoor HP 2+0		
10	Texas Canyon	8 ft	173	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	23.85
	Sequoia Farm	6 ft	129	MX 6 GHz All Indoor HP 2+0		
11	Texas Canyon	6 ft	30	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	12.52



	Benson	6 ft	44	MX 6 GHz Split Mount HP 2+0		
12	Sequoia Farm	8 ft	64	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	17.09
	Wilcox	6 ft	50	MX 6 GHz All Indoor HP 2+0		
13	Texas Canyon	6 ft / 6 ft	50 / 20	MX 6 GHz All Indoor SD HP 2+0	128 QAM / 2 x 155 Mbps	33.86*
	SVRSC	6 ft / 6 ft	44 / 24	MX 6 GHz All Indoor SD HP 2+0		
14	SVPD	6 ft	40	MX 6 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	19.86
	Mule Mountain	6 ft	50	MX 6 GHz All Indoor HP 2+0		
15	Black Knob	6 ft	35	MX 11 GHz All Indoor HP 2+0	128 QAM / 2 x 155 Mbps	2.16
	Passive	6 ft	10			
	Bisbee	6 ft	17	MX 11 GHz All Indoor HP 2+0		

*These links are longer than Motorola's typical recommendation for 6 GHz band. However, these are also existing links.

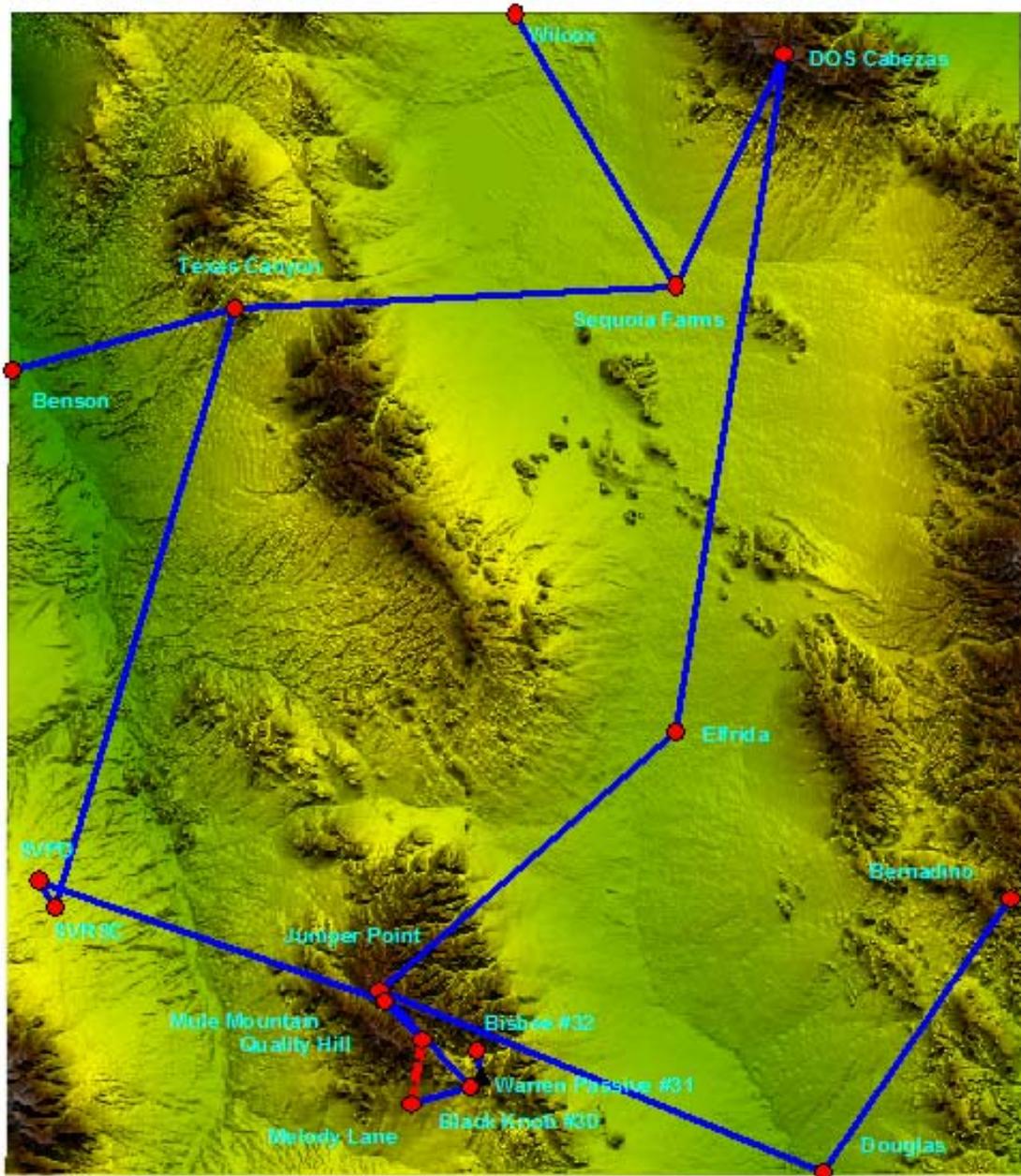
The links have been engineered using 1/3" ARC NED USGS terrain data and have been designed with specific transmit power and antenna systems to provide a preliminary calculated annual two-way availability of 99.999% and above. All the paths (except the passive repeater path) achieved above 30 dB effective fade margin. The preliminary calculations for path performance are based on MNI's published $10E^{-6}$ receiver threshold levels as registered with the FCC. Bellcore Standard transmission engineering practices, formulas and topographic data are the foundation of these calculations. Assumed clearance criteria used to determine preliminary antenna centerlines are:

- Main: $K = 4/3 @ 100\% F1$, $k = 2/3 @ 30\% F1$
- Diversity: $K = 4/3 @ 60\% F1$
- Clutter data based on the 2001-2006 NLCD database
- Additional tree growth factor of 20 ft



Cochise County Path
Work 3-18-15 Final.d

Proposed new microwave topology is as shown below:

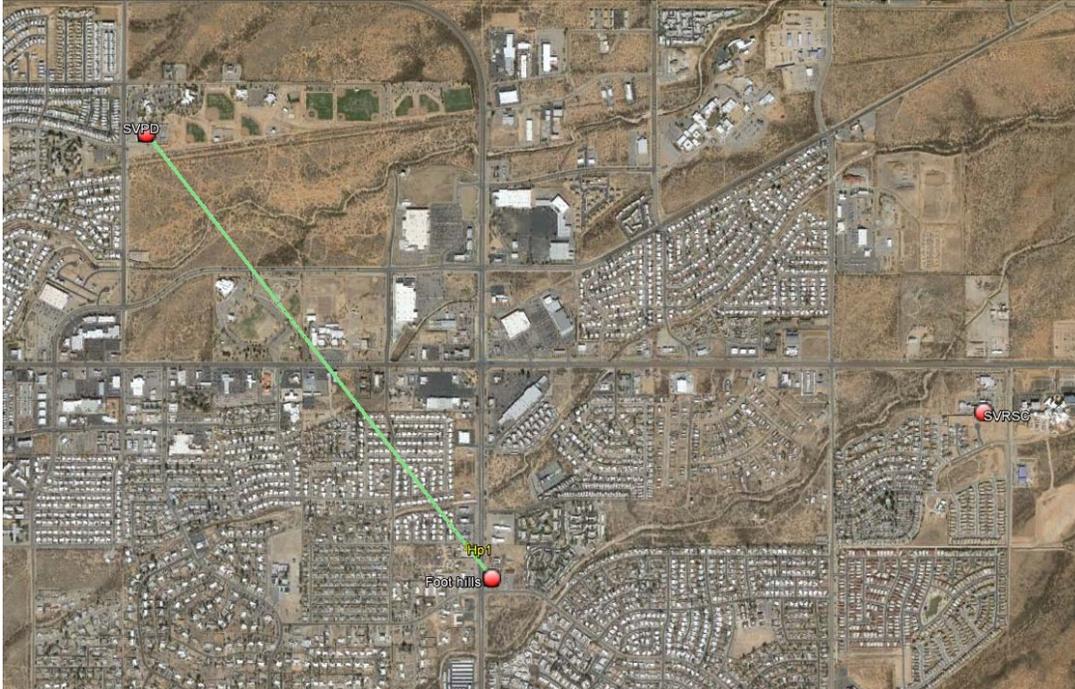


1.4 RELOCATE EXISTING CAMBIUM MICROWAVE:

Proposal also includes the cost to relocate an existing PTP 800 HSB microwave link. Today, this link exists between Sierra Vista Regional Service Center (“SVRSC”) and Sierra Vista Police Department (“SVPD”). The equipment will be moved from SVRSC to Foot Hills site. Microwave dish at SVPD will be realigned to point to Foot Hills Site. Motorola has included FCC frequency co-ordination for this link.

Path	Site name	TR / DR Antenna Size	TR /DR Antenna height (ft)	Radio model	Modulation / Throughput	Path length (mi)
1	SVPD	2 ft	45	PTP 800 ODU 18GHz HP 1+1	256 QAM 177 Mbps	1.561
	Foot Hills	2 ft	20	PTP 800 ODU 18GHz HP 1+1		

Relocated microwave link is as shown below:



1.5 SYSTEM AND EQUIPMENT DESCRIPTION

1.5.1 MNI MICROWAVE Equipment

1.5.1.1 Proteus MX Features

Microwave Networks solution is capable to provide hybrid networks of native TDM and native Ethernet links up to 350 mbps total capacity per channel.

The key significant advantages are:

- 100% Fully Protected. No shared components between main and standby units. No single point of failure
- Forward Error Correction for improved receiver threshold.
- A powerful Transversal Equalizer to provide high tolerance to dispersive fades, and in some configurations, transmit pre-distortion and Trellis Coding for higher overall system gain.
- TDM: up to 32 x DS1 Native, and built in true DS1 path protection
- Ethernet: Up to 4 x 10/100/1000Base-T interfaces (FE/GbE), 1xGbE SFP 1000Base-X (Single Mode or Multi Mode), Auxiliary channels, support up to 10K byte Jumbo Frames.

- Network Management: SNMP based element manager software for integration into other NMS platforms, for comprehensive network management.
- Native IP and Native TDM
- Innovative Quality of Service features
- Integrated L2 Ethernet switch
- 6-350 Mbps per radio carrier
- 2.5-60 MHz channel bandwidth
- 6-38 GHz licensed frequency
- Adaptive Coding & Modulation (ACM)
- Encryption: AES 128/256
- RADIUS

Pay as You Grow- The Pay-as-you-grow model allows you to upgrade your capacity through a license key. There is no need to add new hardware. License keys can be purchased to enable increased capacity or additional features.

1.5.1.2 Proposed Proteus MX Microwave Radio Configuration

The proposed solution consists of Proteus MX 11 GHz and MX 6 GHz, all Indoor configuration, 2+0, Native IP, and optional Native 32 DS1, 4x10/100/1000Base-T interfaces (FE/GbE) in 30 MHz @ 2 x 155 Mbps capacity.

Optional DS1 inputs can be terminated on Telect DSX-1 cross-connect panels. The cross-connect panels provide monitor and circuit interrupting access points for the testing, monitoring, and patching of the DS1 circuits.

See Figures 2 and 3 for a description of the Proteus MX Signal Processing Unit (SPU).

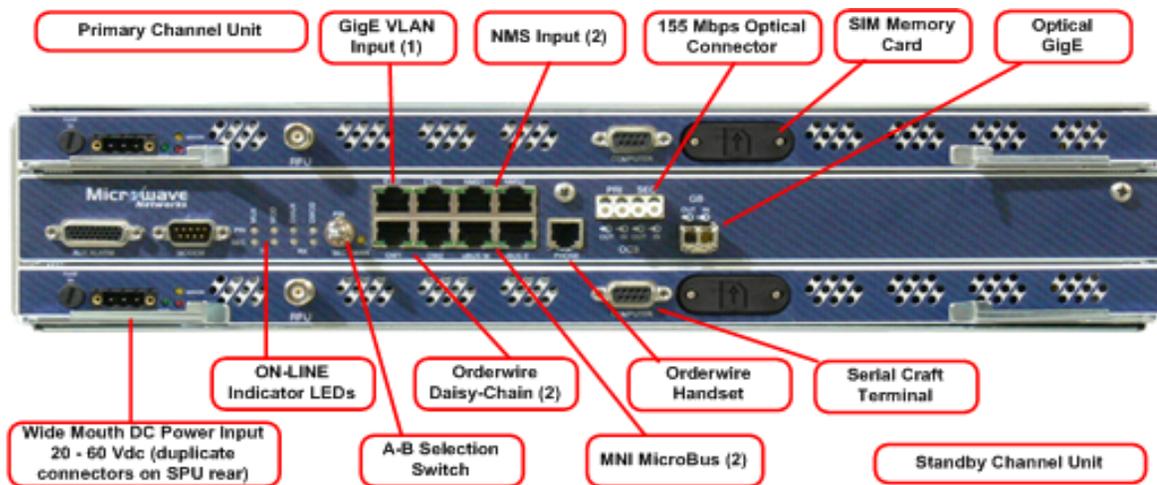


Figure 2- Proteus MX 2+0 Signal Processing Unit - Front





Figure 3- Proteus MX 2+0 Signal Processing Unit - Back

The Proteus MX All Indoor RFU provides high output power up to +33 dBm in a small footprint. The RFU designed to support multiple capacities, frequencies, modulation schemes, and configurations for various network requirements. It operates in the 6 GHz and 11 GHz bands and supports capacities of from 6-350 Mbps.



Figure 4 Proteus MX 1+1 Space Diversity Hot Standby Indoor RF Unit

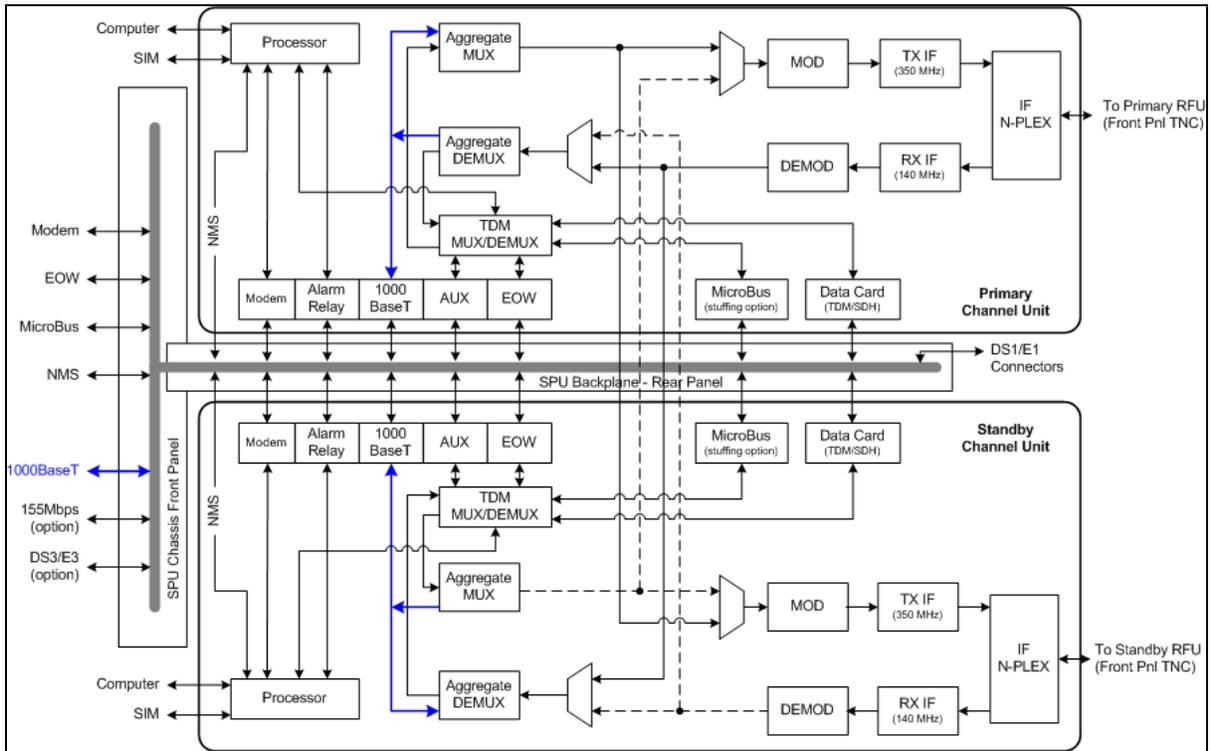


Figure 5 Proteus MX 1+1 Signal Processing Unit Block Diagram

1.5.1.3 Latency

One Way Average Latency

GigE latency	30MHz		30MHz		30MHz		30MHz	
	32QAM 103Mbps		64QAM 134Mbps		128QAM 166Mbps		256QAM 191Mbps	
Frames	Throughput (Mb)	Latency(uS)						
64	120.0	505	156.6	492	193.7	470	224	456
128	111.5	512	146.4	505	180.4	480	209	469
256	107.7	1071	140.6	518	173.4	493	200	479
512	105.0	552	137.6	539	170.2	905	196	494
1024	104.0	604	135.9	580	167.9	549	193	527
1280	104.0	625	135.3	579	167.9	647	193	549
1518	103.1	643	135.3	588	167.1	583	193	571
10000	103.1	1533	134.7	1354	166.3	1214	192	1129

1.5.1.4 Antenna System

The antennas quoted are Andrew Corporation, VHLP and PAR Series antennas with radomes. Andrew VHLP and PAR antennas are FCC Part 101, Category A compliant. Connection to the antennas is accomplished with Andrew elliptical waveguide. Andrew's pressurized, elliptical waveguide is the preferred choice for most microwave antenna feeder systems because it provides excellent electrical characteristics. The waveguide is precision-formed from high-conductivity copper with a corrugated wall for excellent crush strength. It is lightweight, and has good flexibility for ease of handling. Andrew's recommended three (3) point grounding system will be used on all waveguide runs. Flexible CMR to CPR, 24 inch, flex waveguide transitions will be used to connect the waveguide to the radio terminal. This provides for ease of transition, improved aesthetics, and vibration and grounding isolation.



Andrew MT050 Series dehydrators were quoted at all sites for antenna system pressurization. The MT050 Series Automatic Pressurization Dehydrator is designed for reliable pressurization of elliptical waveguide and includes a self contained, completely automated air drying system that utilizes a pressure swing moisture absorption cycle to provide pressurized dry air while continuously purging the collected moisture to the atmosphere. This eliminates the need for replacement or manual reactivation of the desiccant and makes the MT050 Series dehydrators ideal for unattended operation even at remote sites. Shelves to wall mount the dehydrators have also been quoted

1.5.1.5 Spares

A full complement of spares for the Proteus MX radios is included with this proposal.

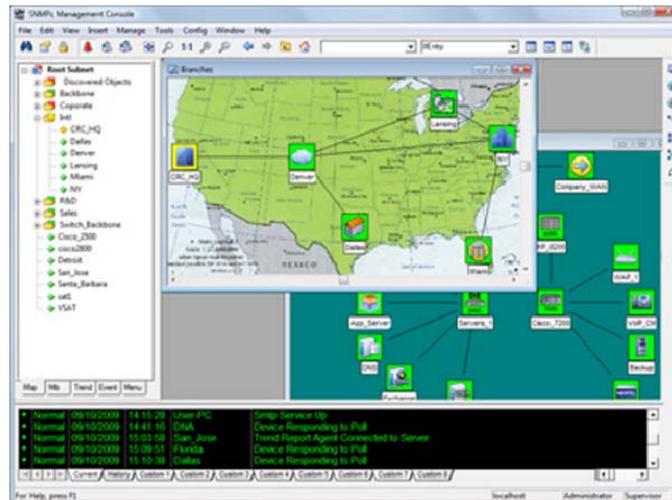
1.5.1.6 SPARCS- Network management System

Our proposal includes two SPARCS NMS Systems. SPARCS is a secure distributed Network Management System which delivers proactive real-time network visibility, administration and management of the Proteus MX radios as well as other SNMP devices such as power supplies, switches, multiplexers and routers.

Key Features:

- Monitors SNMP devices, WAN Links, Servers and Applications
- Internet Protocol Version 6 (IPv6) addressing
- Supports SNMP v1, v2c and secure SNMP v3
- Scalable, Distributed Architecture
- Email/Pager Event Notification
- Integrates with SPARCS web based reporting
- Live/Standby Servers with automatic failover
- Syslog event logging
- Remote Windows and JAVA Consoles
- Automated Network Discovery
- Programming & Scripting Interface
- Runs on Windows OS with modest hardware requirements. Completely open system allowing access to its data from external sources.
- Supports a multi-level hierarchical map. Each hierarchy can represent cities, buildings, or sub-networks. Imported bitmaps of geographic maps or floor plans, along with manual or automatic network placement, lets you create a layout that closely matches the actual network.
- Automatically lay out each map network as a tree, ring, or bus topology. Each map object uses a device specific or user selected icon, and the object color indicates the device status.
- The Map Navigation Tool Window displays the map as a tree for direct selection of objects. The Navigation tree also displays the current alarm status of each subnet to quickly locate failing devices.
- The map window Full Zoom feature automatically moves and zooms the view so that all devices are always visible in the window. The Pan/Zoom feature lets you select a region to zoom into from the complete set of devices in a view.
- Automatic network discovery agents find new nodes on the network and automatically place them on the root Map. Operators can then move the newly discovered node to any sub-map and configure how SNMPc will interact with the node.
- Employs distributed polling agent architecture to provide a high performance solution capable of monitoring networks from several hundred devices to tens of thousands. Remote software and Web based consoles provide network information to everyone who needs it.

- Provides remote access consoles through JAVA or Windows based client software. Each remote user is assigned a security level and unique view of the network based on their user login.
- Security and accountability through support for user audit trails. Any user access to the management platform or configuration changes are tracked and written to a log file. Alerts are automatically generated if an intrusion attempt is detected.
- Alarm events can be configured to automatically Email and or page appropriate service personnel.
- With the Trend Reporting capability, Polling Agents monitor all user-defined report variables for a learning period and calculate a baseline for typical patterns. Thereafter, the Polling Agents compare the actual polled data to the baseline and generate alarms when variables deviate excessively from the baseline. Polling Agents automatically adjust baselines as traffic patterns change. You can also manually configure alarm thresholds for any polled variable.
- Changes the color of map objects and performs other actions based on received events. Event Action Filters select the action to take when an event occurs.
- Automatically export Map Topology, trend statistics and event log entries to industry standard databases for further processing. Use familiar tools such as Microsoft Access to generate customized trend reports.
- Automatically generates scheduled daily, weekly, and monthly statistic reports. Report formats include graph, bar chart, distribution, and summary. They can be exported to a variety of destinations, including printers, files, or a WEB server.
- User defined custom menus directly perform commands without having to select MIB objects. Custom menus can display a MIB table; edit, graph or chart any set of MIB variables; set an SNMP MIB variable; or run an application program.



1.5.1.7 Power System

Our proposal includes Eltek Flatpack S DC redundant rectifiers to provide 48 VDC to the microwave radios and routers the Flatpack S rectifiers have efficiency up to 91%. This high efficiency translates into huge, ongoing AC power savings for the life of the system. The assembly will contain individual DC circuit breaker distribution panel(s), voltage and current continuous metering capabilities, high/low DC voltage disconnect switching and all necessary maintenance and management alarm and control functions. Chargers will be provided in redundant arrangement with units of identical capacity and type working on a load-sharing basis during normal operation. Solid state monitoring by the power board will be continuous and automatic switchover employed in the event of failure of

either unit. Upon switchover the surviving rectifier will be able to carry the entire site load plus growth and provide 24 hour recharge in the event of any loss of AC power.

1.5.1.8 Battery System

For battery backup with up to 8 hour, we are offering the PowerSafe V Front terminal batteries. PowerSafe V Front Terminal batteries are designed using proven gas recombination technology which removes the need for regular water addition by controlling the evolution of hydrogen and oxygen during charging. This technology provides the user with the freedom to use lead acid batteries in a wide range of applications. The minimal level of gas production allows battery installation in cabinets or on stands, in offices or near main equipment, thus maximizing space utilization and reducing battery accommodation costs. The batteries will be rack mounted in EIA standard relay racks for floor space conservation and have been sized to provide four hours of standby operation at full load plus 20% expansion. The DC distribution circuit breaker panels and the main - 48 VDC ground (return) buss will be isolated in this rack as part of the Eltek power board assembly.

1.6 MULTI-PROTOCOL LABEL SWITCHING (MPLS)

1.6.1 Introduction

Motorola recommends a Layer 3 MPLS backhaul for Public Safety radio systems. This section provides details about the benefits of MPLS.

Based on Cochise County's request, Motorola has removed Juniper site routers from all proposed microwave sites. Motorola assumes that County's Cisco network infrastructure is capable of supporting all the requirements mentioned in section 1.2.4 Service Level Agreement.

1.6.2 Summary of Benefits

MPLS provides the ability to divert and route traffic around link failures, congestion, and bottlenecks, ensuring appropriate Quality of Service (QoS), network stability and availability.

- Implementing Traffic-Engineering
 - The ability to control where and how traffic is routed on the network, to manage capacity, prioritize different services, and prevent congestion
- Implementing Multi-Service Networks
 - The ability to deliver data transport services, as well as IP routing services, across the same packet-switched network infrastructure
- Improving network resiliency with MPLS Fast Reroute
- QoS
 - MPLS networks achieve greater Quality of Service: expect a higher standard of service such as reliability, speed, and voice quality
 - MPLS networks are able to assign priorities to the different packets based on what the labels say about that packet.

1.6.3 MPLS Description

The uniqueness of MPLS vs. a regular IP connection is its use of labeling. Voice and data get sent in packets so when those packets are received at the MPLS network, each packet is assigned a label.

1.6.3.1 MPLS Benefits in Detail

Faster Speed: Due to the labeling technology, the speed of performing lookups for destinations and routing is much faster than the standard IP table lookups non-MPLS routers have to perform.

QoS: This is a big one. MPLS networks achieve greater Quality of Service for their customers. Quality of Service (QoS) means exactly that – you can expect a higher standard of service such as reliability, speed, and voice quality. This is for a few reasons, one already mentioned above.

In addition, MPLS networks are able to assign priorities to the different packets based on what the labels say about that packet. Packets with greater priority, voice over data for example, are given more bandwidth allocation. A packet that which is not deemed as high priority is given less. Obviously sending documents online don't need to be assured of the same bandwidth required for someone who wants to have a conversation.

Faster Restoration: MPLS networks are also able to restore interrupted connections at a faster speed than typical networks.

24/7 Monitoring: Another benefit of MPLS is that the network is pro-actively monitored and managed at all times ensuring the extreme reliability and security.

1.6.3.2 Why do organizations elect to implement an MPLS wide area network?

In ninety percent of cases it is down to one thing alone, **Quality of Service (QoS)**. MPLS enables the consolidation of applications onto a single network while providing the mechanism to prioritize the latency of individual applications within Application Classes. Organizations can optimize their Backhaul or wide area network usage based upon the types of applications communicating across it. The number of application classes varies upon the implementation. Each class has a different priority e.g. high priority is for the traffic that requires the lowest latency such as ASTRO or VOIP, medium priority for business critical applications that are not so latency critical and low for those that are unclassified.

An MPLS network offers organizations that need to prioritize mission critical/time sensitive applications a measurable benefit over traditional configurations in terms of performance. Traditionally the latency over the Backhaul/WAN is a combination of the distance and line speed; e.g. A 2 Mb/s line would be lower latency than a 1Mb/s line. With an MPLS based network although the connection bandwidth could still be 2 Mb/s the actual latency for the highest class will be considerably less as the core network bandwidth and router speeds are much greater. If a latency level lower than a traditional line is needed, then an MPLS network should be considered. However, for 99% of the cases, reduced latency is not the reason why an organization selects MPLS. Rather, it is the ability to not increase existing latency levels on time sensitive and mission critical applications by guaranteeing each has sufficient bandwidth.

In the case of ASTRO networks, besides the QoS advantages, MPLS provides the critical fast failover recovery during link failures that is required to prevent outages (site trunking), this is not available in typical routed configurations.

1.6.4 Service level agreement

Motorola's 700MHz and VHF radio communication systems require a high performance, high reliability link transport for site-to-site communications. The transport system is one of the primary enabling technologies for wide area two way radio communications. The performance and reliability of the transport system is vital to the overall performance of the Motorola Radio System.

Motorola's System architecture supports both Ethernet layer 2 and layer 3 backhaul networks. However, Motorola recommends a high availability (at least 99.999% or higher system availability) **layer 3** Ethernet backhaul to support ASTRO 25 Public safety voice traffic. A mix of layer 2 and layer 3 links with in the system is not supported. Also recommended, is an underlying MPLS transport layer with virtual routed private network (*VRPN*) / *L3VPN layer-3* services for ASTRO site links. Motorola supports 802.1p priority. 3 or 4 QOS service levels are recommended with ASTRO voice at highest priority. Motorola will work with Cochise County in mapping ASTRO traffic TOS levels to various TOS/DSCP levels on the customer network. However, Cochise County is responsible for backhaul switch/router configuration based on the recommendations provided by Motorola. Cochise County is responsible for any necessary upgrades to the existing backhaul network. Proposed MNI Microwave links only provide point-to-point Ethernet Bridge.

Motorola highly recommends using reliable routers (like Juniper, Cisco etc.,) at each site for network connectivity. Microwave and radio system design requires 2 routers / separate network interfaces at each site. Some of key performance requirements for Motorola's Radio system traffic are described in the sections below:

1.6.4.1 Ring Convergence and network protection:

In order to maintain wide area trunking feature on sites that utilize Ethernet Site Links, it is imperative that the provided backhaul does not queue or drop any packets from ingress demarcation to egress demarcation for more than the following amount of time (this would be considered a network backhaul outage):

- Repeater Site Links (including IP Trunked Simulcast Prime) : 2 seconds
- IP Trunked Simulcast Sub-Site Links: 800 milliseconds
- MCC7500 Console/NM Dispatch Site Links: 1.2 seconds

1.6.4.2 Performance of backhaul network:

Link Latency

- Trunked repeater site and trunked repeater site/dispatch site: 100ms with a late join constraint: Destination link latency – Source link latency < 85ms
- Dispatch site and Trunked repeater site: 70ms with a late join constraint: Destination link latency – Source link latency < 37ms
- IP trunked simulcast site to IP trunked simulcast site/dispatch site/ASR site and vice versa: 40ms

Jitter

- ASR Site, Dispatch Site or Prime site to Master site:
- In non-simulcast configurations the jitter budget needs to be kept to 20 ms* or less.
- Simulcast remote sub site to prime site to Master site:
- In simulcast situations, the subsite to prime site link can tolerate additional jitter. This link can support an additional 10 ms* or less jitter.

*Jitter limits mentioned above are a 99th percentile value and are based on Y.1541 method of calculation.

Packet Loss

Packet loss is defined per RFC 2680. The specification for end to end packet loss is no more than 0.01%. Packet loss is additive and can be combined among all the link segments.

Committed information Rate

Each proposed microwave link supports 310 Mbps using 2+0 link configuration. Based on 700MHz and VHF system architecture and the proposed microwave ring network topology, Motorola recommends allocating at least **10 Mbps** throughput on each link dedicated for ASTRO traffic.

ASTRO specific Link requirements are below:

1. Link between Dual router Hub site and Dual router ISR site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 528 kbps. MTU Size for Low Priority Traffic: 300. Maximum Audio packet size (High priority traffic): 189
2. Link between Master site and Dual router ISR site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 776 kbps. MTU Size for Low Priority Traffic: 400. Maximum Audio packet size (High priority traffic): 189
3. Link between Dual router Hub site and Dual router Dispatch site with 6 Trunked calls, 6 Conventional calls and 6 Analog Conventional Channels: Minimum Required Link Speed 664 kbps. MTU Size for Low Priority Traffic: 350. Maximum Audio packet size (High priority traffic): 189
4. Link between Master site and Dual router Prime site with 6 Trunked FDMA voice channels and 6 Analog Conventional Channels: Minimum Required Link Speed 728 kbps. MTU Size for Low Priority Traffic: 400. Maximum Audio packet size (High priority traffic): 189

1.6.5 Design Assumptions

Motorola's proposed solution is based up on the following design assumptions:

- All sites are assumed to have adequate AC power supply and generator back up. However, Motorola has included DC power system with battery backup for up to 8 hrs in this proposal.
- Proposed Microwave links are based on a preliminary path survey performed using software path calculation tools. Also, Motorola used information and pictures from Google Earth to check the viability of the proposed links. The proposed link performance is contingent up on the availability of space on the tower/building and existence of direct Line of Site (LOS) between the proposed dishes. Once awarded, Motorola will perform physical path survey to confirm the link's LOS nature. In case of major design changes due to any reason, a Change Order may be required.
- For the proposed Cambium Network's link migration, Motorola used clutter data based on the 2001-2006 NLCD database to model tree heights in the path. Also, a growth factor of 20ft is considered. In case of major design change due to taller trees in the path, a Change Order may be required.
- Motorola included 15ft obstructions in the path profile to model buildings in the path from Foot Hills site to SVPD Site. In case of major design change due to taller buildings in the path, a Change Order may be required.
- Motorola assumes that the existing 18 GHz PTP 800 microwave equipment at SVRSC and SVPD is in good working condition. However, for any reason if the existing equipment doesn't support the proposed relocation plan and upgrade, then a Change Order may be required.
- Motorola assumes that all sites will be accessible with 4- wheel drive vehicles.
- Cochise county equipment at all sites is assumed to be ready for IP backhaul by the installation start date. Proposed Microwave network doesn't have the capability to carry any DS1s or DS3s (TDM traffic). Also, since there are tower loading issues at some of the sites, Motorola can't install the new links in parallel with the existing links. Hence, Motorola intends to perform one on one replacement of the microwave links. Motorola's preliminary cutover plan indicates site downtime during installation of link # 2,5,11 and 15.
- Motorola has based the equipment list, Statement of Work and associated pricing on the information provided by Cochise County. Should design changes be required due to inadequate

system specification, RF coverage, frequency plan issues, or inter-modulation and interference problems, a Change Order may be required.

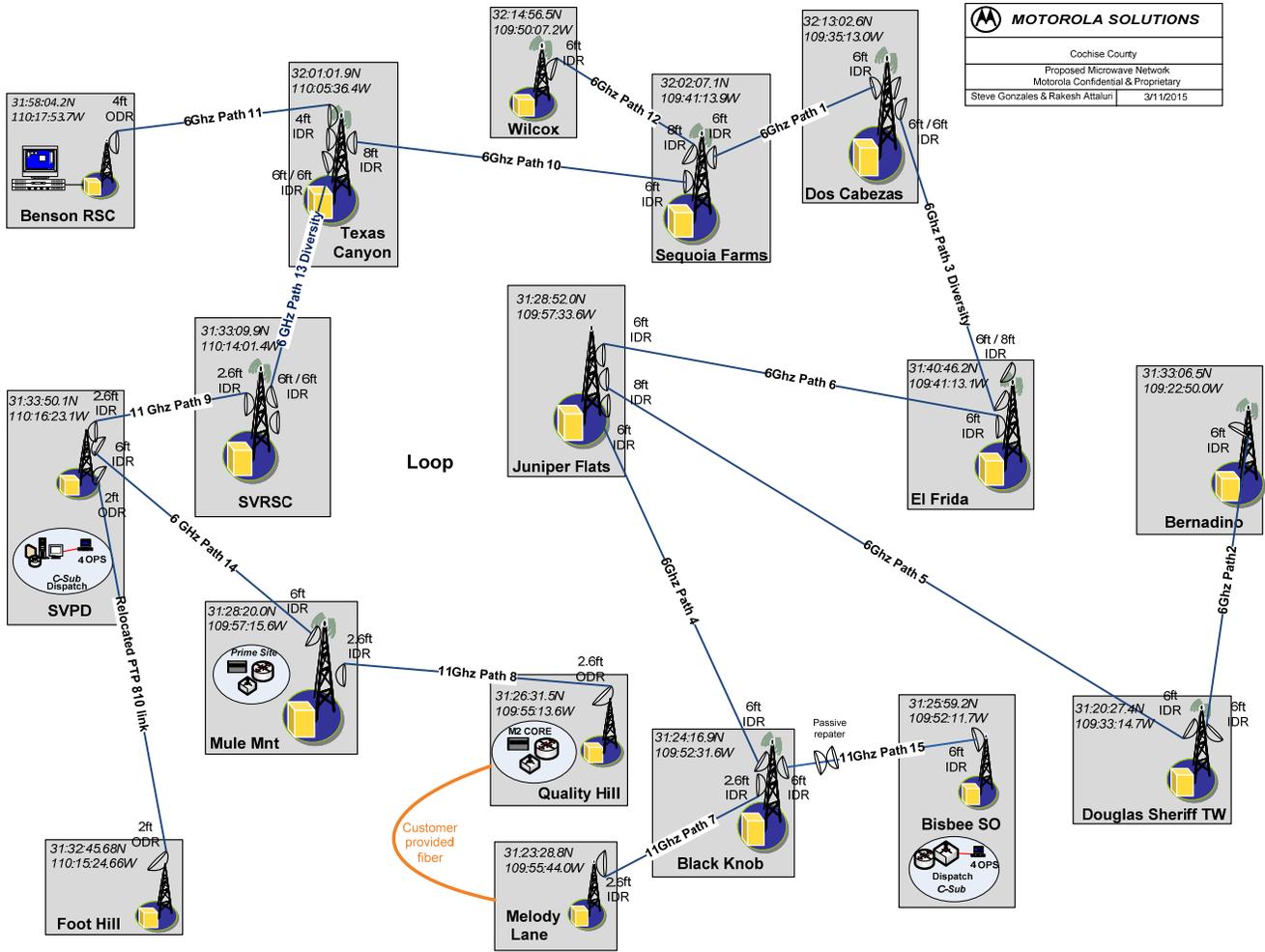
Motorola has not included any allowance for the lease of telecommunications links such as land lines, DDS services, Fiber links, microwave links and the like. Motorola assumes that the installation and recurrent costs of all leased telecommunications links will be met by Cochise County.

- Motorola assumes that suitable radio licenses on suitable frequencies are available for all sites. We assume that these site frequency allocations will be available by the dates specified in the Implementation schedule. If this is not the case then a Change Order may be required.
- Motorola will perform FCC frequency co-ordination for the proposed Microwave links. However, Cochise County is responsible for the FCC application fees.
Motorola assumes that all sites are free from interference from existing installed equipment, and the frequencies Cochise County provides will not cause inter-modulation or desensitization problems. If this is not the case then a Change Order may be required.

1.6.6 Design Demarcation

- Demarcation point for Motorola's proposed solution is the network interface port on the MNI Microwave modem. Cochise County is responsible for connectivity to their existing Cisco Switches/Routers at all sites.

SYSTEM DIAGRAM



EQUIPMENT LIST

QTY	NOMENCLATURE	DESCRIPTION
		Proteus Microwave Radio Terminals
20	J06PE2-155F-YN0-EXBL	Proteus MX, 06 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
3	J06VM1-0000-000--EM04	Proteus MX Microwave Radio 1+0 and 1+0 SD Terminal, 6 GHz, Full Indoor Radio, Non Protected, Gigabit Ethernet Ports, 310 (2 x 155) in 30 MHz Channel
1	J06VM1-0000-000--EM04	Proteus MX Microwave Radio 1+0 and 1+0 SD Terminal, 6 GHz, Full Indoor Radio, Non Protected, w/Opt GigE SM, 310 (2 x 155) in 30 MHz Channel
2	J11PE2-155F-YN0-EXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
2	J11PC2-155F-YN0-EXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0 Repeater, High TX Pwr, Split Mount, w/ ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
1	J11PE2-155F-YN0-SXBL	Proteus MX, 11 GHz Gigabit Ethernet Radio, 2+0, High TX Pwr, All Indoor, w/Opt GigE SM, ACM, Licensed for 310 (2 x 155) Mbps in 30 MHz Channel
1	J06PC2-155F-NN0-EXBL	Proteus MX, 06 GHz Gigabit Ethernet Radio, Hot Standby Protected, High TX Pwr, Split Mount, Licensed for 155 Mbps in 30 MHz Channel
17	9900653-00	Fuse Panel, +/-48/24V
17	8209325-02	2.1 m (7') x 19" EIA Rack and Mount Radio
1	MOTSOLFEE	Motorola System Solution Fee
		Antennas and Installation Accessories for Proteus Microwave Radio Terminals
10	9901352-02	Std. Performance Antenna with radome, DP, Andrew, PARX6-59W-PXA/A, 1.8m, WB 6 GHz
2	9901352-00	Std. Performance Antenna with radome, DP, Andrew, PARX8-59W-PXA, 2.4m, WB 6 GHz
6	99999-MISC	High Performance Integrated Antenna, Andrew, VHLP800-11-6WH, 0.8m, 11 GHz
0	99999-MISC	High Performance Integrated Antenna, Andrew, VHLP4-11-6WH, 1.2m, 11 GHz
16	9900177-03	Standard Performance Antenna with radome, PAR6-59W-PXA, 1.8m, WB 6 GHz, CPR137G
2	9900340-00	Standard Performance Antenna with radome, Andrew, PAR8-59W-PXA, 2.4m, WB 6 GHz, CPR137G
34	9901433-00	Andrew, PM-SU4-63, Universal Pipe Mount, 4.5"x 63"
11	DS39099-90	6 GHz Termination Load
13	8708319-10	Waveguide Kit, 6G, Expandable, Top, NP/HSB, CPR-137F
8	8708319-20	Waveguide Kit, 6G, Expandable, NP/HSB, Intermediate Position
4	8708293-11	Waveguide Kit, Expandable, 6 GHz, SD, Top, SPU-RFU Gap 5 RU
28	MLN6392A	6 GHz, 24" Flex Waveguide Jumper, CMR137 - UG344/U Flanges
2337	9901723-00	Eupen, EU63, Elliptical Waveguide, 5.85-7.125GHz - per foot
52	9901723-01	Eupen, EU63PCCPR137G, Elliptical Waveguide Connector
78	9901723-05	Eupen, GK-S63, Standard Grounding Kit, EU63
26	9901723-04	Eupen, PW63FF137, Pressure Window, EU63
26	9901723-06	Eupen, HG-64, Hoisting Grip, EU63



26	DS3354433	Andrew, Connector Re-attachment Kit, EW63
83	9901723-02	Eupen, BH-63, Butterfly Hangers, EU63
83	9901723-14	Eupen, HK-100-10, Hardware Kit, 3/8"x1"
78	9901723-08	Eupen, TR-SK12, Threaded Rod Support, 3/8"x12"
52	9901721-07	Eupen, AA-SL, Angle Adapters
26	9901723-03	Eupen, BA-63-1A, Waveguide Boot Assembly, EU63
2	8708271-06	Offset Mount Kit, 6 GHz, RM4, 5.90 - 7.125 GHz, RM4 ODU
2	9901515-01	Flexible Waveguide, Andrew, WR137 / CPR137G-CPR137F, 6 GHz, 36" (0.9m)
4	8708295-10	Waveguide Kit, Expandable, 11 GHz, HSB, Top, SPU-RFU Gap 5 RU
4	9520198A00	Flexible Waveguide, Andrew, WR90-CPR90F, 11GHz, 24"
319	9901721-00	Eupen, EU90, Elliptical Waveguide, 10.5-11.7 GHz - per foot
8	9901721-01	Eupen, EU90CPR90G, 11GHz Elliptical Waveguide Connector
12	9901721-02	Eupen, GK-S85, 11GHz Standard Grounding Kit, EU90
4	9901721-04	Eupen, PW90FF90, Pressure Window, EU90
4	9901721-03	Eupen, HG-85, 11GHz Hoisting Grip
4	9900102-00	Andrew, Connector Re-attachment Kit, EW90
13	9901721-06	Eupen, BH-85, Butterfly Hangers, EU90
13	9901723-14	Eupen, HK-100-10, Hardware Kit, 3/8"x1"
12	9901723-08	Eupen, TR-SK12, Threaded Rod Support, 3/8"x12"
8	9901721-07	Eupen, AA-SL, Angle Adapters
4	9901721-05	Eupen, BA-90-1A, Waveguide Boot Assembly, EU90
		Pressurization
13	9900869-02	Automatic Dehydrator, MT050B-81315, 19" rack mount, 3.0–5.0 psig, discrete alarm, 115/230 Vac, auto-detecting
13	9520384A00	Dehydrator Wall Shelf, MT-050 Series
14	DS6600C2	2 Port Gas Distribution Manifold
600	9900837-00	Andrew, LDF2-50, Heliac 3/8" Coaxial Cable, per foot
18	9900838-00	Andrew, L2PNM-HC, N-Male Connector for Heliac 3/8" Coaxial Cable
12	9900832-00	Andrew, 223158, Grounding Kit
12	9900839-01	Andrew, CA-TNRNF-V2, Right Angle Adapter
20	9900842-00	Andrew, 912MCLICK, Hangers for Heliac 3/8" Coaxial Cable
6	9900843-00	Andrew, 252026-10KT, Angle Adapter for Heliac 3/8" Coaxial Cable
20	9900845-00	Andrew, 252028-10KT, Double Stack Hardware
6	9900398-00	In Line N-Connector Surge Suppressor
		SNMPc Based Element Manager System, Customized for Microwave Networks Microwave Radios
1	8708270-00	Extended License (supports Extended License computer with unlimited remote logins and up to 10 polling agents)
		Installation and accessories for SNMP Based Element Manager System (Option)
1	9999-COMPUTR	Computer with licenses and monitor (Dell XPS-1A or similar, with Intel® Core™2 Duo, E6550, 2GB2 Dual Channel DDR2 SDRAM at 667 MHz, 20 inch widescreen display)
1	99999- NETHELAPP	Network Health App

2	NHMA	Two (2) iPads for mobile access to NHMA (One per Spares Depot)
		Spare Modules for Proteus Microwave Radio Terminals
		Note: Existing MX 6 GHz radios at Black Knob and Bisbee to be used as All Indoor spares
1	649-010-60055-xx	RFU RR1 Transceiver Module, Proteus MX, 11GHz
1	99999-MISC	RFU RR1 Space Diversity Transceiver Module, Proteus MX, 6GHz
1	636-11TRTR-0xx11-6000	ODU, MX/M/L, RMH, High Power, with Circular Interface, 11GHz, Tx Low, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
1	636-11TRTR-1xx11-6000	ODU, MX/M/L, RMH, High Power, with Circular Interface, 11GHz, Tx High, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
1	DS241122.105	Flatpack S Rectifier, 1000W (Spare)
1	634-06TRTRxP-xx11-6100	ODU, MX/M/L, RM4, Standard Power, with Rectangular Interface, 06GHz, Tx High, Tx/Rx Spacing: 'TRTR' MHz, 'x' = Frequency Specific Placeholder
		Power Systems
16	DSCTOM0402008	FLATPACK S POWER SYSTEM FRONT/REAR WIRE 80AMP MAX, -48 Vdc, 2RU, Dual AC, 2Pos, 10 pos breaker, 2 LVBD, Smartpack Contrlr
		Battery Systems
5	9900214-00	62 AH Battery, -48 VDC
7	99999-MISC	92 AH Battery, -48 VDC
3	99999-MISC	130 AH Battery, -48 VDC
18	99999-MISC	Battery tray
		Cambium Equipment
1	DSWB3659	FCC M/W FREQ COORDINATION SERVICE
8	DS01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
2	DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
1	Ds30010194001	50 OHM BRAIDED COAXIAL CABLE - 75 METER
2	DSWB3542	PTP800 MODEM CAPACITY CAP - 100 MBPS (PER UNIT)
2	DSWB3616A	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
2	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
2	DSN000081L006	TNC MALE RIGHT ANGLE FOR CNT-400 BR
6	DSJ4859C	HP PROCURVE GIGABIT LX-LC MINI-GBIC

STATEMENT OF WORK

4.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to Cochise County, (“Customer”) and the tasks to be performed by Motorola Solutions, Inc. (“Motorola”), its subcontractors, and by Customer, in order to implement fifteen hops of 6 GHz and 11 GHz Proteus MX microwave as detailed in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola and Customer. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

4.2 THE MOTOROLA TEAM

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.

The Motorola SI group assembles a team for each project to fulfill customer specific requirements. The Motorola SI group and Customer team members will form a partnership dedicated to addressing Customer’s needs.

4.2.1 Motorola Project Manager

The Project Manager has full responsibility for the successful completion of the implementation life cycle from start to finish. The tasks of the Project Manager include, but are not limited to, the following:

- Act as main point of contact between Customer Project Manager and Motorola resources throughout the entire project Lifecycle.
- Full responsibility for supervising and coordinating day-to-day activities, deliverables, and milestone completions. Management of project Lifecycle requires periodic job site visits by the Project Manager at which time he/she will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Inspect site to ensure readiness for receiving and installing of site equipment.
- Inspect and maintain inventory of all received equipment to insure total delivery.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.

- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth with the Customer.
- Schedule and participate with Customer in progress review meetings as deemed necessary throughout the project Lifecycle.
- Resolve deviations from the Project Schedule.
- Coordinate closely with Customer's Project Manager any needed interruptions to the existing system during implementation of the new system.
- Provide timely responses to issues related to project progress raised by the Customer Project Manager.
- Review and administer change control procedures with Customer Project Manager.

4.2.2 Motorola System Engineer

The Project Engineer has full responsibility for system design and performance and will work closely with Microwave Networks (MNI) engineers throughout the project. The Project Engineer's primary responsibility is to ensure the technical integrity of the system design to contract throughout the entire project life-cycle. The Project Engineer's other tasks include:

- Development of system installation documents (i.e. equipment list or bill of materials, system level, and floor and rack-up drawings).
- Define the Customer's communication needs, design the preliminary system and participate in the Detailed Design Review to finalize and confirm the system design to meet the Customer's requirements.
- Define Motorola and Customer demarcation points.
- Define technical requirements for interfacing with Motorola supplied equipment.
- Develop system channel plan.
- Complete the process of defining, documenting, and acquiring the Customer's approval of system programming and configuration.
- Responsible for the process of defining, documenting and executing functionality acceptance testing once the system is field installed.
- Develop and oversee execution of system acceptance tests and cutover plan that will balance the Customer's needs and approval with installation logistics.
- Provide systems and network engineering support throughout the implementation life-cycle

4.2.3 Motorola System Technologist

The System Technologist has the primary responsibility as the "hands-on" system expert. The System Technologist's tasks include:

- Work with the Project Engineer to ensure the integrity of the design during system installation, programming, optimization, and testing.
- Perform final system link testing and acceptance testing.

4.2.4 Motorola Customer Support Manager

The Customer Support Manager establishes the maintenance and service support program throughout the warranty and post-warranty periods. Other tasks include:

- Coordinates Motorola service support resources to enhance the quality of service delivery and to ensure the Customer's satisfaction over the life of their communication's system.

- Oversee the execution of the Customer's support contract (maintenance or warranty).
- Serves as the single point of contact for service issue resolution and escalation.

4.2.5 Canyon State Wireless

Canyon State Wireless is a Motorola Service Specialist. Canyon State Wireless, under subcontract to Motorola, will provide:

- Installation of all Motorola provided equipment.
- Relocation of the existing PTP 800 HSB microwave link from SVRSC to Foot Hills site.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom
- Ongoing on-site 1st level support during 1st year warranty.

4.2.6 Microwave Networks Inc

Microwave Networks Inc (MNI) is a Motorola Systems Integration Partner. MNI, under subcontract to Motorola will perform the design, staging, configuration, optimization, acceptance testing, and system documentation of the microwave network.

4.3 GENERAL RESPONSIBILITIES OF MOTOROLA AND CUSTOMER

4.3.1 Motorola's General Responsibilities

- Conduct project kickoff meeting with Customer to review project design and finalize requirements.
- Perform the installation of the Motorola-supplied equipment.
- Schedule the implementation in agreement with Customer.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
 - Provide Customer with the appropriate system interconnect specifications.
 - Define link specifications for each link required for the proposed system.
- Optimize equipment and verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Customer for review.
- Resolve any punch list items before Final System Acceptance.
 - Motorola is not responsible for bringing Customer facilities to R56-compliant guidelines. Motorola will install the proposed equipment abiding by R56 guidelines, ensuring proper surge protection and grounding within 10 feet of the Motorola provided equipment.

4.3.2 Customer General Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Customer's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all Customer's vendors or other contractors.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space and desk space (including desk furniture, as needed) for the System equipment at the remote sites and dispatch centers.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.

4.3.3 Engineering Design Assumptions

- All sites are assumed to have adequate AC power supply and generator back up. However, Motorola has included DC power system with battery backup for up to 8 hrs in this proposal.
- Proposed Microwave links are based on a preliminary path survey performed using software path calculation tools. Also, Motorola used information and pictures from Google Earth to check the viability of the proposed links. The proposed link performance is contingent up on the availability of space on the tower/building and existence of direct Line of Site (LOS) between the proposed dishes. Once awarded, Motorola will perform physical path survey to confirm the link's LOS nature. In case of major design changes due to any reason, a Change Order may be required.
- For the proposed Cambium Network's link migration, Motorola used clutter data based on the 2001-2006 NLCD database to model tree heights in the path. Also, a growth factor of 20ft is considered. In case of major design change due to taller trees in the path, a Change Order may be required.
- Motorola included 15ft obstructions in the path profile to model buildings in the path from Foot Hills site to SVPD Site. In case of major design change due to taller buildings in the path, a Change Order may be required.
- Motorola assumes that the existing 18 GHz PTP 800 microwave equipment at SVRSC and SVPD is in good working condition. However, for any reason if the existing equipment doesn't support the proposed relocation plan and upgrade, then a Change Order may be required.
- Motorola assumes that all sites will be accessible with 4- wheel drive vehicles.
- Cochise county equipment at all sites is assumed to be ready for IP backhaul by the installation start date. Proposed Microwave network doesn't have the capability to carry any DS1s or DS3s (TDM traffic). Also, since there are tower loading issues at some of the sites, Motorola can't install the new links in parallel with the existing links. Hence, Motorola intends to perform one on one replacement of the microwave links. Motorola's preliminary cutover plan indicates site downtime during installation of link # 2,5,11 and 15.
- Motorola has based the equipment list, Statement of Work and associated pricing on the information provided by Cochise County. Should design changes be required due to inadequate system specification, RF coverage, frequency plan issues, or inter-modulation and interference problems, a Change Order may be required.

Motorola has not included any allowance for the lease of telecommunications links such as land lines, DDS services, Fiber links, microwave links and the like. Motorola assumes that the installation and recurrent costs of all leased telecommunications links will be met by Cochise County.

Motorola assumes that suitable radio licenses on suitable frequencies are available for all sites. We assume that these site frequency allocations will be available by the dates specified in the Implementation schedule. If this is not the case then a Change Order may be required.

- Motorola will perform FCC frequency co-ordination for the proposed Microwave links. However, Cochise County is responsible for the FCC application fees.
Motorola assumes that all sites are free from interference from existing installed equipment, and the frequencies Cochise County provides will not cause inter-modulation or desensitization problems. If this is not the case then a Change Order may be required.

4.4 SITE DEVELOPMENT/SITE PREPARATION

Customer shall be responsible for all civil work and site improvements that are not specifically listed as a Motorola responsibility. This work must be completed prior to the start of equipment installation.

Motorola Responsibilities

- Provide electrical and power requirements for Motorola provided equipment.
- Provide heat load for Motorola provided equipment.
- Provide equipment rack drawings and layout for the Customer space planning.

Customer Responsibilities

- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide towers or antenna mounting structures, structural analysis of existing towers, and antenna mounting locations in accordance with approved design.
- Supply adequately sized electrical service and emergency backup generator including the installation of conduit, circuit breakers, outlets, etc., at each equipment location within reach of AC line cords (typically 6-8').
 - Motorola has provided a soft-wire, rackmount, uninterruptible power supply (UPS) to provide approximately 30 minutes run time for supplied equipment at each location.
- Supply interior building cable trays, raceways, conduits, and wire supports to provide for obstruction-free area for the cable run between equipment locations.
- Provide coaxial wall feedthrough and wall/roof penetrations as required.
- Provide adequate HVAC, lighting, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56).
- Provide floor space and desk space for the system equipment at the Customer provided facilities. Each rack shall be provided a minimum 24-inch x 24-inch footprint with a 36-inch clearance in the front and back.
- Ceiling height should be a minimum of nine feet and cable tray heights should be a minimum of eight feet in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide grounding system that meets Motorola's Standards and Guidelines for Communication Sites (R56) and supply a single point system ground, of five ohms or less, to be used on all equipment supplied under the Contract.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Supply all permits as required.
- Complete all Customer deliverables in accordance with the approved project schedule.

Completion Criteria

- All sites are ready for equipment installations in compliance with Motorola's Standards and Guidelines for Communication Sites (R56).

4.5 SITE READINESS SURVEY

Prior to starting any equipment installations, Motorola and Customer shall conduct a site readiness review at each site to examine existing work, or work performed by others, that is required to support the new radio system. The site readiness review documents any conditions that will prevent start of equipment installation work to be performed by Motorola. Customer shall be responsible for correcting any deficiencies found during the site readiness review affecting personnel or equipment safety prior to system installation. Site readiness survey shall include at a minimum the following:

- Document actual site conditions and proposed equipment locations as compared to design and implementation assumptions.
- Review work performed by others, and identify work necessary to be completed prior to start of equipment installations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).
- Prepare Site Readiness report per site consisting of all above reported findings.

4.6 IMPLEMENTATION SERVICES

Implementation services included as part of this proposal will occur between normal business hours, Monday – Friday, 8:30am-5pm. Should Customer require services to occur during non-business hours, additional costs may apply and will be handled via the change order process.

The installation pricing assumes that existing building facilities have sufficient heating, ventilation and air conditioning (HVAC), space, necessary power and back-up power, along with required cable routing facilities and penetrations to interconnect the hardware. Facility improvements have not been included in this proposal.

4.7 PROJECT LIFECYCLE PHASES AND RESPONSIBILITIES

Based on many years of experience, Motorola has developed a project implementation methodology that identifies major project phases—Contract/Project Initiation (Award), Detailed Design Review, Order Processing, Manufacturing and Staging, Installation, System Optimization, Acceptance Testing, and Project Finalization. Each phase follows a Work Breakdown Structure (WBS) that clearly identifies the work to be performed during this project.

Throughout the duration of this project, Motorola will provide the equipment and services within each applicable phase as described within this proposal. Detailed descriptions of the specific tasks associated with the individual phases are contained in the following sections.

4.8 CONTRACT

4.8.1 Contract Award (Milestone)

- Customer and Motorola execute the contract; both parties receive all the necessary documentation.

4.8.2 Contract Administration

Motorola Responsibilities

- Assign a Single Point of Contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with Customer.

Customer Responsibilities

- Assign a Single Point of Contact responsible for Customer signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Customer is responsible.

4.8.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Customer.
- Review the resource and scheduling requirements with Customer.
- Review the Project Schedule with Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Customer), meetings, reports, milestone acceptance, and Customer's participation in particular phases.

Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Review Motorola and Customer Responsibilities.

4.9 CONTRACT DESIGN REVIEW (CDR)

4.9.1 Review Contract Design

Motorola Responsibilities

- Meet with Customer project team (This may be combined with the project kickoff meeting.)
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.

- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Customer-supplied link(s) and external interfaces (Customer is responsible for supplying links).
- Conduct site evaluations, if not previously conducted, to capture site details of the system design and to determine site readiness.

Customer Responsibilities

- Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Provide documentation on existing networks, equipment, and wiring diagrams as required to facilitate the interface and wiring plan for the provided equipment.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

4.9.2 Design Approval (Milestone)

- Customer executes a Design Approval milestone document.

4.10 ORDER PROCESSING

4.10.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities

- Approve shipping location(s).

4.11 MANUFACTURING AND STAGING

4.11.1 Manufacture and Procure Equipment



Motorola Responsibilities

- Manufacture the Motorola equipment per final design.
- Procure any 3rd party equipment per final design.

Customer Responsibilities

- Procure Customer supplied equipment meeting Motorola specifications when applicable.

4.11.2 Stage System

Motorola Responsibilities:

- MNI will perform factory staging and testing of the microwave network prior to shipping to the field

Customer Responsibilities:

- Provide information on existing system interfaces as may be required.
- Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan.

4.11.3 Perform Staging Acceptance Test Procedures

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.
- Perform Factory Acceptance Test Plan.

Customer Responsibilities:

- Attend Factory Acceptance Testing if desired.
- Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing. Completion Criteria:
- Approve Factory Acceptance Testing.

4.11.4 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

4.11.5 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.

4.12 SYSTEM INSTALLATION

Work described in this section is to be performed at Customer's site locations. Site work will be performed in a progressive and contiguous manner without work stoppage due to non-Motorola related tasks. All additional mobilizations, beyond the initial one, that are not directly caused by Motorola, its subcontractors or Motorola provided equipment, will require a Change Order prior to the additional mobilizations.

4.12.1 Microwave Subsystem

Motorola will install and commission fifteen (15) hops of 6 GHz and 11 GHz Proteus MX radios as detailed in the System Description and Equipment List.

Motorola Responsibilities

Install the microwave subsystem in accordance with the approved design documents and equipment list in provided shelter and tower space.

- Perform Transmission and System Engineering.
- Perform Path Survey.
- Perform Frequency Coordination and file PCN.
- Prepare Frequency Coordination Applications.
- Provide transportation for equipment and materials from Microwave Networks factory to the final destination. - Freight charges per terms of Purchase Order.
- Deliver all proposed equipment to the site locations from the local Customer warehouse and inventory for discrepancies.
- Furnish and install antenna Pipe Mount(s).
- Install all antenna and transmission line.
- Install Wall Feed-Thru's for waveguide Transmission line.
- Install chargers.
- Furnish and install DC Power and Ground wiring to Microwave Networks provided racks per specifications.
- Label DC breakers / fuses and newly installed wiring.
- Install cable and test all radio and auxiliary equipment proposed.
- Install and test Order Wire.
- Install and test Alarm master.
- Verify alarm system database is functional.
- De-Installation of existing Microwave Networks radios, waveguide, antennas and power system (15 radio racks and 32 antennas). Includes battery and waveguide disposal
- Relocate an existing PTP 800 HSB microwave link. Today, this link exists between Sierra Vista Regional Service Center ("SVRSC") and Sierra Vista Police Department ("SVPD"). The equipment will be moved from SVRSC to Foot Hills site. Microwave dish at SVPD will be realigned to point to Foot Hills Site. Motorola has included FCC frequency co-ordination for this link.
- Multimode fiber extension from the access room at Bisbee Dispatch center to the Dispatch backroom.



Microwave Installation Demarcation Point

Demarcation point for Motorola's proposed solution is the network interface port on the MNI Microwave modem. Cochise County is responsible for connectivity to their existing Cisco Switches/Routers at all sites.

Customer Responsibilities

- Provide suitable openings, channels, or ducts for cables and conductors for routing from floor-to-floor and from room-to-room.
- Furnish and install Waveguide Bridge.
- Furnish and install Waveguide Messenger.
- Provide AC power and breakers as required.
- Furnish and install adequate AC receptacle within 6 feet (2 meters) of the battery charger rack.
- Furnish & Install D66 block or similar and connect to the alarm remote, to terminate alarms at each site.
- Provide mounting mast at Quality Hill.
- Provide transportation to any site not accessible by 4-wheel drive vehicles.

4.12.2 Equipment Installation Complete

- Motorola provided equipment installations completed and accepted by Customer.

4.12.3 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by Customer.

4.13 SYSTEM OPTIMIZATION

4.13.1 Optimize System

Motorola Responsibilities

- Perform the console programming, based on the console templates designed and approved during the CDR phase.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Setup the consoles to perform the dispatching operation.

Customer Responsibilities

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.

4.13.2 Optimization Complete

- System optimization is completed. Motorola and Customer agree that the equipment is ready for acceptance testing.

4.14 TRAINING

4.14.1 Perform Training

Additionally, Motorola included on-site training for up to 6 students in the proposed solution.

Motorola Responsibilities:

- Finalize training schedules purchased as part of this project with the Customer Project Manager.
- Conduct the training classes outlined in the Training Plan.

Customer Responsibilities:

- Attend training classes.
- Provide access to equipment and facilities for a suitable training environment.

4.15 AUDIT AND ACCEPTANCE TESTING

4.15.1 Perform Functional Acceptance Testing

Motorola Responsibilities

- Motorola will run an Ethernet link test (Ping test and Y.1564 Suite-1) on all 15 new Microwave links for at least 24 hrs. The links will be tested for CIR of up to 310 Mbps.
- Radio system testing is not included in the proposed scope. End to end Ethernet connectivity testing through Cisco Network equipment for radio system application is not included in the proposed scope.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

Completion Criteria

- Successful completion of the functional testing.
- Customer approval of the functional testing.

4.15.2 System Acceptance (Milestone)

- Customer approves the completion of all the required tests.
- Warranty Commences.

4.16 FINALIZE

4.16.1 Cutover

Motorola Responsibilities:

- Motorola and Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).

Completion Criteria:

- Successful migration from the old system to the new system.

4.16.2 Resolve Punch list

Motorola Responsibilities

- Resolve Motorola assigned punch list items as part of Final Acceptance.

Customer Responsibilities

- Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).
- Resolve Customer assigned punch list items.

4.16.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post warranty support, included in the Warranty/Post Warranty section of this document.

Customer Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

4.16.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System Level Diagram.
 - Site Equipment Rack Configurations.

- ATP Test Checklists.
- Equipment Inventory List.
- Console Programming Template
- Operator, Product Manuals

Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities

- Receive and approve all documentation provided by Motorola.

4.16.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Customer.

4.17 PROJECT ADMINISTRATION

4.17.1 Project Status Meetings

Motorola Responsibilities

- Motorola Single Point of Contact, or designee, will attend all project status meetings with Customer, as determined during the CDR.
- Meetings may be via teleconference or at Customer location depending on the phase of the project and agenda requirements.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

4.17.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.



4.17.3 Change Order Process

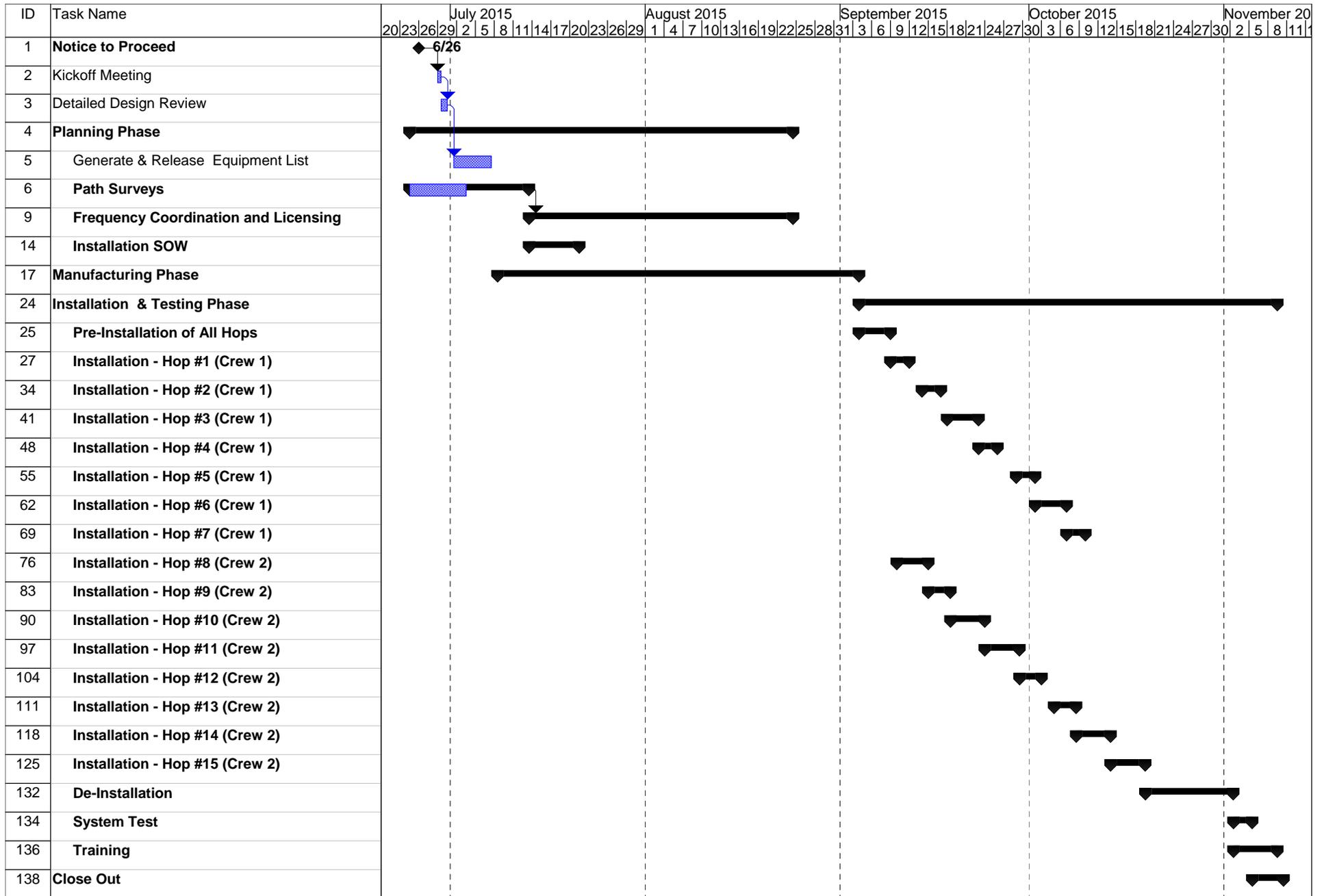
Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



PROJECT SCHEDULE

Project Schedule is included on the pages that follow.





Cochise County MW - Preliminary Schedule	Task		Milestone	◆	Manual Task	◇
	Critical Task		Summary	▬		

TRAINING PLAN

A detailed training course is included for the Proteus MX. Proteus MX training is for up to six students and includes 3 days for radios and NMS system. The training will be conducted by a certified factory instructor. Course content covers documentation, test procedures, system equipment, and practical hands-on experience, with individual attention to each student. In addition, students have extensive use of the instruction manuals, which includes diagrams, factory test records and supplemental documentation.

Training is hands-on. In fact, Microwave Networks trainers ask your engineers and technicians to troubleshoot equipment during training. Your staff gains practical experience, knowledge, and confidence. In addition, students receive training in documentation, including block and schematic diagrams, factory test records, and as-built documentation.



Proteus Microwave Radio Course Syllabus

Objective: Provide the customer microwave network support personnel with the necessary knowledge and skills required to install, maintain, troubleshoot, repair and align the Proteus Series Microwave Radios.



Figure 1 Troubleshooting Techniques



Figure 2 Radio Configuration Tools

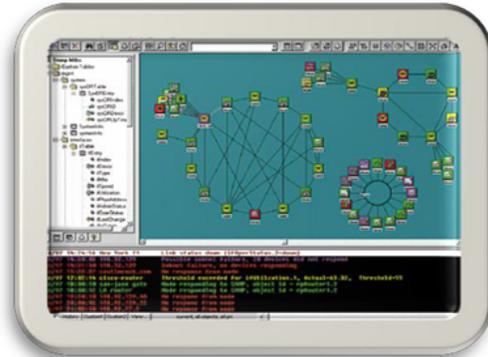


Figure 3 Network Management System

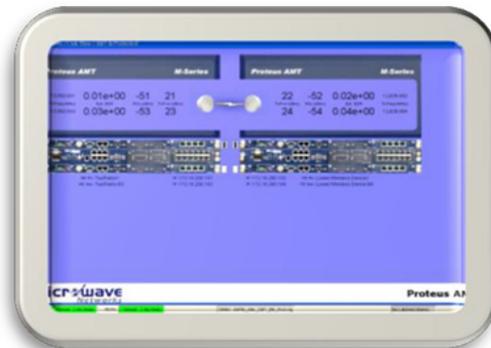


Figure 4 Radio Status and Alarm Monitoring

Prerequisites:	A working knowledge of Electronics, FM Theory, and Basic Logic Circuits. Knowledge of digital electronics would be helpful, but an introduction to Microwave Radios is included at the beginning of the course.
Products	Proteus Family of Radios: M, MX, MX-T, MX, LX, MX-D, OIP, UMX, E-Band and S3
Course Location	Courses Available onsite or at the Microwave Networks Corporate office located: 4000 Greenbriar Stafford, Texas 77477
Course Duration:	3 days, 9:00A.M. To 4:00 P.M.

Proteus Microwave Radio Course Syllabus								
Course Content:	Digital Microwave System Overview							
	<ul style="list-style-type: none"> - Radio Basics - Propagation - Frequency Planning - Link Engineering - Antennas - Technical Parameters - System Engineering - Digital Microwave Systems - Performance - Protection and Diversity - Modulation 							
	Proteus Series Microwave Radio							
	<table border="1"> <tr> <td rowspan="3">Radio Description</td> <td>Signal Processing Unit <ul style="list-style-type: none"> - Chassis - SPU Circuit Boards - SPU Front Panel - Power Supply Module - Line Interface </td> </tr> <tr> <td>RF <ul style="list-style-type: none"> - Indoor RF Unit (RFU) - Outdoor Unit (ODU) - Antennas - Connectors </td> </tr> <tr> <td>Interconnect Cables <ul style="list-style-type: none"> - IDU to ODU/RFU - SPU Cables </td> </tr> </table>	Radio Description	Signal Processing Unit <ul style="list-style-type: none"> - Chassis - SPU Circuit Boards - SPU Front Panel - Power Supply Module - Line Interface 	RF <ul style="list-style-type: none"> - Indoor RF Unit (RFU) - Outdoor Unit (ODU) - Antennas - Connectors 	Interconnect Cables <ul style="list-style-type: none"> - IDU to ODU/RFU - SPU Cables 			
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			Modulation and Coding <ul style="list-style-type: none"> - QPSK - QAM 					
IF Conversion and Multiplexing								
RF Conversion								
AES Encryption								
VLAN								

Proteus Microwave Radio Course Syllabus		
	Protection Switching	Hot-Standby (Protected) Configuration <ul style="list-style-type: none"> - Reverse Channel Switching - Space Diversity Switching
		Ring Protection <ul style="list-style-type: none"> - Ethernet Rapid Ring Protection - DS1 SHARP (Self-Healing Alternate Route Protection)
	Guaranteed Specifications	Specification Sheets
		Reliability <ul style="list-style-type: none"> - Switchover: Transmit and Receive - Automatic Power Control (APC) - Adaptive Code Modulation (ACM) - Forward Error Correction (FEC)
		Flexibility <ul style="list-style-type: none"> - Change of Protection - Change of Frequency - Upgrade of Capacity
	Installation	Cautions <ul style="list-style-type: none"> - Location - Environment - Grounding
		Hands-on <ul style="list-style-type: none"> - Assembling and installing the Cable (SPU to ODU) - Mounting the SPU <ul style="list-style-type: none"> - Connecting Power - Connecting Tributaries - Connecting Network Management - Connecting Auxiliary Interfaces - Installing the ODU <ul style="list-style-type: none"> - Mounting Assembly - Antenna - Outdoor Unit - Coaxial Cable or Elliptical Waveguide
	Radio Management	Interfaces <ul style="list-style-type: none"> - RS232- serial connection - NMS-RJ-45 Ethernet Interface
SNMP <ul style="list-style-type: none"> - SNMP Management Application - Management Information Base (MIB) 		

Proteus Microwave Radio Course Syllabus		
		IP Addressing <ul style="list-style-type: none"> - Basics on Binary - IP Structure - Subnetting
		Element Manager <ul style="list-style-type: none"> - Element Manager Graphics - Key Features - System Requirements - Basic Operation <ul style="list-style-type: none"> - Polling - Alarms - Element Manager Menus
		Craft Terminal Command Line Interface (CTI) <ul style="list-style-type: none"> - Character Based - Menus
	Commissioning	Powering
		ODU Alignment
		Configuring <ul style="list-style-type: none"> - ODU <ul style="list-style-type: none"> - Setting TX and RX Frequency - Setting TX Power Output - SPU <ul style="list-style-type: none"> - Setting Capacity - Setting Tributaries
		Verifying Operation
		SPU Components <ul style="list-style-type: none"> - Replacing Cards - Replacing Power Supply Board and Fuse - Upgrading Radio Payload Configuration and Capacity
	Maintenance	Outdoor Unit
		PMIs <ul style="list-style-type: none"> - Monthly - Semi-Annual - Annual
		Troubleshooting
		Summary

WARRANTY AND MAINTENANCE PLAN

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

7.1 THE MOTOROLA SERVICE DELIVERY TEAM

7.1.1 Customer Support Manager

Your Motorola Customer Support Manager (CSM) provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The CSM is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

7.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

7.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center depending on the selected service package:

- Network Monitoring.
- Dispatch Service.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

- Infrastructure Repair with Advanced Replacement.
- Technical Support.

7.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming and scheduled preventive maintenance tasks for site standards compliance and operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

7.2 PROPOSED SUPPORT PLAN

7.2.1 Motorola Services

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the warranty services, Motorola will provide at no charge during the Warranty Period above-warranty services as generally described below. A full description and Statement of Work describing the services that will be provided are available upon request. After the Warranty Period, these services may be purchased under a separate maintenance agreement.

7.2.1.1 Dispatch Service

Motorola's System Support Center (SSC) is the single point of contact for all service issues. With Dispatch Service, one phone call to the SSC and the system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive on location within hours to diagnose and restore the communications network. Once the issue has been addressed the SSC verifies resolution and, with customer approval, closes the case. Activity records are also available to provide comprehensive history of site performance, issues, and resolutions.

7.2.1.2 First Echelon On-Site Support: Point-to-Point Microwave

Motorola First Echelon On-Site Support will be added to supplement Microwave Networks' factory warranty. This provides local, trained and qualified technicians to work with the original equipment manufacturer to diagnose and restore your communications network. The field technicians restore the system by performing first level troubleshooting on site. Response will be provided 24x7.

On-Site Support assumes access by standard 4-wheel drive vehicles. Customer must provide transportation to non 4-wheel drive accessible sites.

7.2.2 Post Warranty Services

As Motorola's continuing commitment to supporting your system, post warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit you because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

7.3 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Cochise County Support Plan	Warranty	Year 2	Year 3	Year 4	Year 5
MNI Commercial Warranty Telephone/Technical Support/Depot Repair	✓	Factory extended warranty ✓			
Dispatch Service	✓	Optional	Optional	Optional	Optional
First Echelon OnSite Support - 24x7	✓	Optional	Optional	Optional	Optional

PRICING SUMMARY

Description	Price
Microwave Solution to included all equipment, installation and optimization	\$2,461,841
Est Tax	\$96,681
Grand Total	\$2,558,523



4.3.2 Customer General Responsibilities

Customer will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Customer's general responsibilities include the following:

- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site.
- Coordinate the activities of all Customer's vendors or other contractors.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Provide rack space and desk space (including desk furniture, as needed) for the System equipment at the remote sites and dispatch centers.
- Any required system interconnections not specifically outlined here will be provided by the Customer, per Motorola specifications. Test results to confirm specification compliancy are required prior to equipment installation. Note: These may include dedicated phone circuits, microwave links, or other types of connectivity.

4.3.3 Engineering Design Assumptions

- All sites are assumed to have adequate AC power supply and generator back up. However, Motorola has included DC power system with battery backup for up to 8 hrs in this proposal.
- Proposed Microwave links are based on a preliminary path survey performed using software path calculation tools. Also, Motorola used information and pictures from Google Earth to check the viability of the proposed links. The proposed link performance is contingent up on the availability of space on the tower/building and existence of direct Line of Site (LOS) between the proposed dishes. Once awarded, Motorola will perform physical path survey to confirm the link's LOS nature. In case of major design changes due to any reason, a Change Order may be required.
- For the proposed Cambium Network's link migration, Motorola used clutter data based on the 2001-2006 NLCD database to model tree heights in the path. Also, a growth factor of 20ft is considered. In case of major design change due to taller trees in the path, a Change Order may be required.
- Motorola included 15ft obstructions in the path profile to model buildings in the path from Foot Hills site to SVPD Site. In case of major design change due to taller buildings in the path, a Change Order may be required.
- Motorola assumes that the existing 18 GHz PTP 800 microwave equipment at SVRSC and SVPD is in good working condition. However, for any reason if the existing equipment doesn't support the proposed relocation plan and upgrade, then a Change Order may be required.
- Motorola assumes that all sites will be accessible with 4- wheel drive vehicles.
- Cochise county equipment at all sites is assumed to be ready for IP backhaul by the installation start date. Proposed Microwave network doesn't have the capability to carry any DS1s or DS3s (TDM traffic). Also, since there are tower loading issues at some of the sites, Motorola can't install the new links in parallel with the existing links. Hence, Motorola intends to perform one on one replacement of the microwave links. Motorola's preliminary cutover plan indicates site downtime during installation of link # 2,5,11 and 15.
- Motorola has based the equipment list, Statement of Work and associated pricing on the information provided by Cochise County. Should design changes be required due to inadequate system specification, RF coverage, frequency plan issues, or inter-modulation and interference problems, a Change Order may be required.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Sand-Reckoner Vineyards Wine Festival

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 Arlethe G. Rios

TITLE Clerk of the Board

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Rob Hammelman for a Wine Festival to be held at Sand-Reckoner Vineyards, 4798 East Robbs Road, Willcox, AZ 85643 on July 4, 2015.

Background:

Mr. Rob Hammelman has applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at the Sand-Reckoner Vineyards, 4798 East Robbs Road, Willcox, AZ 85643 on July 4, 2015 from 11:00 a.m. to 3:00 p.m. The Sheriff's Office and Planning and Zoning recommend approval of the application and the fee has been paid. Supporting documentation regarding this liquor license is on file with the Clerk of the Board of Supervisors.

Department's Next Steps (if approved):

Board staff will forward the Board's decision to the ADLLC.

Impact of NOT Approving/Alternatives:

The applicant will not be able to host the event.

To BOS Staff: Document Disposition/Follow-Up:

Fax to ADLLC.

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

Department Reviews

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

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS

2015 JUN -2 A 11: 32

FAIR/FESTIVAL LICENSE APPLICATION
A.R.S. §4-203.03 Farm Winery / A.R.S. §4-205.11 Craft Distillery
A.R.S. §4-203.02 At Special Event

A service fee of \$25 will be charged for all dishonored checks (A.R.S. 44-6852). When the days of the fair/festival are not consecutive, a separate license for each uninterrupted period is needed.

SECTION 1 Application type:

- Wine Fair
- Wine Festival
- Craft Distillery Fair
- Craft Distillery Festival

1. Applicant's Name: Rob Hammelman, Daytime Phone #: 910-250-1433

2. Business name: Sand-Reckoner Vineyards, Liquor license #: 13023020
farm winery or craft distillery

Email: rob@sand-reckoner.com

3. Mailing address: 4798 E Robbs Rd Willcox AZ 85643
street address city state zip code

4. Location of fair/festival: 4798 E Robbs Rd Willcox AZ 85643
street address city county zip code

SECTION 2 Fees, Date & Hours: \$15 per day

Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.

Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	DATE	DAY OF WEEK	START TIME AM/PM	END TIME AM/PM
1.	<u>July 4, 2015</u>	<u>Saturday</u>	<u>11 AM</u>	<u>3 PM</u>
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____

Please attach an additional sheet if necessary

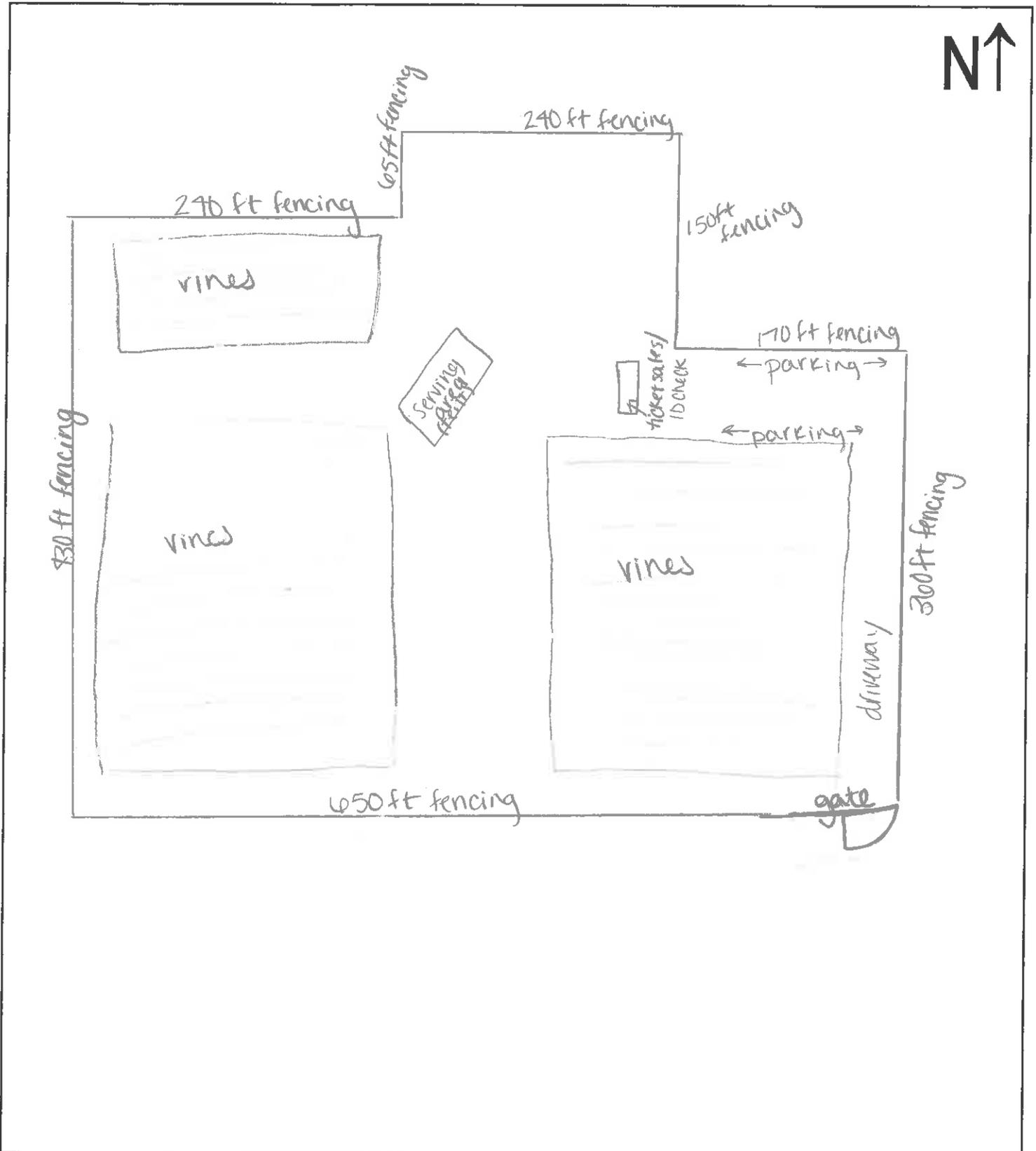
SECTION 3 Site Owner Information:

1. Site owner name: Rob Hammelman, Daytime Phone #: 970-250-1433
First Last
2. Site owner mailing address: 4798 E Robts Rd Willcox AZ 85643
street address city state zip code
3. Email Address: rob@sand-reckoner.com

SECTION 4 to complete this application, all questions must be answered:

1. Have you received permission for use of the site for the sale/consumption of liquor from the site owner named in Section 3? Yes No
2. Will the liquor you sell/serve be products only manufacture/produced at your licensed premises names in Section 1? Yes No
3. List the number of Fair/Festival licenses you have been issued in the current calendar year 3
4. List the number of days you have held a licensed Fair/Festival in the current calendar year 5
5. What security and control measures will you take to prevent violations of state liquor laws at this event?
- _____ # of Police Officers on Site Fencing Yes No
- _____ # of Security Personnel on Site Barriers Yes No
6. I am familiar with and have read statutes for Arizona's fair/festival privileges, requirements and penalties? (Farm Winery A.R.S. §4-203.03, Craft Distillery A.R.S. §4-205.11, either being held at a Special Event A.R.S. §4-203.02) Yes No
7. I have taken responsible steps to ensure individuals operating the fair/festival licensed premises and employees who serve, sell or furnish liquor at this fair/festival have knowledge of Arizona liquor laws? (R19-1-302) Yes No

Section 5 Licensed premises diagram. The licensed premises for your fair/festival is the area you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license identified in Section 1, line #2 of this application. Use this page to draw a diagram of your special event licensed premise. Please include dimensions of the premises, serving areas, fencing, barricades, or other control measures and security positions.



Section 6 This sections to be completed only by the applicant named in section #1

I, ROBERT HAMMELMAN declare that I am the APPLICANT filing this application as listed in
(print full name)
Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X [Signature] OWNER 5-27-15 970-250-1433
(signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 27th May 2015
Day Month Year

State Arizona County of Cochise

My Commission Expires on: March 2, 2018
Date

Mary Duerinck
Signature of Notary Public



The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

Section 7 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone #

FOR DEPARTMENT OF LIQUOR USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Rob Hammelman Address: 4798 E Robbs Road
Business Name: Sand-Reckoner Vineyards City/Zip: Willcox 85643
Liquor License #: 13023020 Parcel #: 305-32-057C
Ownership Type: _____ Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT

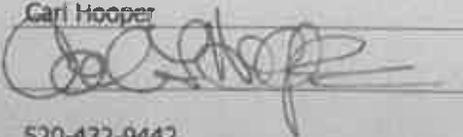
We would like to request your assistance in reviewing the attached application.

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

Cochise County Environmental has no issues or concerns with the proposed permit application.

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

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 6/11/2015
Contact phone: 520-432-9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by:

6/11/15

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Rob Hammelman Address: 4798 E Robbs Road
Business Name: Sand-Reckner Vineyards City/Zip: Willcox 85643
Liquor License #: 13023020 Parcel #: 305-32-057C
Ownership Type: _____ 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.

Yes No

If not, please attach pertinent documentation.

Comments:

PARCEL IS PAID IN FULL FOR THE 2014 TAXES

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 6/12/15
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: June 11, 2015

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Rob Hammelman Address: 4798 East Robbs Road
Business Name: Sand-Reckoner Vineyards City/Zip: Willcox 85643
Liquor License #: 13023000020 Parcel #: 305-32-057C
Ownership Type: _____ 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: A search of our database shows 0(zero) occurrences at this address in the last 10 years. A search of our database shows only 1(one) traffic warning, and 0(zero) other involvements with the law by Mr. Robert Hammelman in the last 10 years.

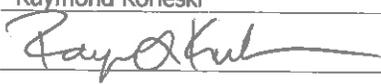
Based on the above information, the Sheriff's Office recommendation to the Board of Supervisors is:

Approval

Disapproval

No Recommendation



Name: Raymond Korleski
Signature: 
Contact phone: 520-432-9505

Title: Administrative Assistant
Date: 6/5/15
Email: rkorleski@cochise.az.gov

Return completed form with any attachments by: 6/11/15

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015
Approve the Crime Victim Assistance Grant Program Agreement, VA-16-019

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: Title 13, Ch. 40 & Title 8, Ch. 3, Article 7 & A.R.S. § 41-2407

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 of Crime Victim Assistance Grant No. VA-16-019, in the amount of \$21,044 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County Attorney's Office effective from July 1, 2015 to June 30, 2016.

Background:

The award amount of \$21,044 is to be used by the Cochise County Attorney's Victim Witness Program to continue to fund a Clerk III to do victim notification on criminal cases, which is a mandated service. Fiscal Impact & Funding Sources: A match in the amount of \$21,044 will be made from Victim Witness employee salary.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

The County's general fund would have to fund the Clerk III to perform the mandated service of victim notification.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) original Agreements to CAO after Board approval. Send a certified copy of the Board Minutes approving the Agreement to CAO when they become available.

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: 2015-2016

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): 21,044

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 125

Attachments

Grant Agreement - ACJC VA-16-019

Cochise County Grant Approval Form - ACJC VA-16-019



ARIZONA CRIMINAL JUSTICE COMMISSION
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT

ACJC Grant Number VA-16-019
State Funded Grant Program

This Grant Agreement is made this 28th day of May, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and Cochise County, through the Cochise County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension to further the goals and objectives of the program, and to determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
 PO Drawer CA
 Bisbee, Arizona 85603
 Attn: Doyle Johnstun

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$12,491.00
Fringe Benefits (for salaries/overtime)	\$8,553.00
Overtime	\$0.00
Professional & Outside/Consultant & Contractual Services	\$0.00
Travel In-State	\$0.00
Travel Out-of-State	\$0.00
Match	\$21,044.00
Operating Expenses:	
Supplies	\$0.00
Registration/Training	\$0.00
Other	\$0.00
Equipment	
Capital	\$0.00
Noncapital	\$0.00
TOTAL	\$42,088.00
Positions Funded: Clerk III	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$21,044.00 in state funds. The matching amount for this award is \$21,044.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
11. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE’S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period: Annual Report (July 1, 2015 – June 30, 2016)	Due Date: August 15, 2016

FINANCIAL REPORTS			
Report Period: July 1 – July 31	Due Date: August 25	Report Period: January 1 – January 31	Due Date: February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

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

16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.

17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
30. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers,

officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

31. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/ACJC.Web/pubs/home/Grant_Management_Manual_9_2008.pdf
42. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
43. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
44. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
45. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

46. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
47. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
48. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
49. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
50. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
51. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
CRIME VICTIM ASSISTANCE PROGRAM
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITIONS

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

Authorized Official Initials: 

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

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Additional signature(s) if required by political subdivision

Date

Printed Name and Title

Date

ATTEST:

Clerk

Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):

Lauri J Owen *June 12, 2015*

Legal counsel for GRANTEE

Date

Lauri J Owen, Civil Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

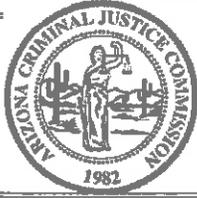
A.R.S. 11-251 - 532

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

FOR CRIMINAL JUSTICE COMMISSION:

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

Date



**ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions,

Universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the

Contractor, involving automobiles owned, hired and/or non-owned by the Contractor.

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident	Statutory
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: PAULA BROWN Department/Division: ATTORNEY
 Date Prepared: JUNE 10, 2015 Telephone: (520) 432-8700
 Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION Grant Title: CRIME VICTIM ASSISTANCE
 Grant Term From: JULY 1, 2015 To: JUNE 30, 2016
 Fund No/Dept. No: 125 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

To sustain and enhance the coordination, cohesiveness, productivity and effectiveness of victim advocacy and compensation, to safeguard victims' rights and to maintain privacy and dignity of persons affected by, or witness to crime.

If amendment, provide reason:

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

Title 13, Chapter 40 and Title 8, Chapter 3, Article 7, and 41-2407

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		21,044	21,044		42,088
Remaining Years					
Total Revenue		21,044	21,044		42,088

Is County match required? Yes No If yes, dollar amount \$ 21,044

Has this amount been budgeted? Yes No Identify Funding Source: Employee salary match - Eleonora Yelverton

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

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

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

a) Total A-87 cost allocation 34.13%

b) Amount of overhead allowed by grant 0 County subsidy (a-b) 7182.00

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

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

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

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Approve ACJC Drug, Gang and Violent Crime Control Grant, ACJC Grant No. DC-16-021

Submitted By: Sue Blanchard, County Attorney

Department: County Attorney

Presentation: No A/V Presentation

Document Signatures: BOS Signature Required

Recommendation: Approve

of ORIGINALS Submitted for Signature: 3

NAME of PRESENTER: N/A

TITLE of PRESENTER: N/A

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: A.R.S. § 11-532(A)(1)

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

Information

Agenda Item Text:

Approve the Arizona Criminal Justice Commission (ACJC) Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$157,305 between the Arizona Criminal Justice Commission (ACJC) and Cochise County effective July 1, 2015 through June 30, 2016.

Background:

The Drug, Gang and Violent Crime Control Program Grant funds one full time Attorney III and 60% of an Attorney II, who prosecute drug and violent crimes. Fiscal Impact & Funding Sources: The amount awarded this year is \$157,305 with a match of 39,326. The match will be paid out of Fund 136 CJE.

Department's Next Steps (if approved):

Once approved by the Board, the Department will forward the paperwork to the Arizona Criminal Justice Commission for their final approval, signature and funding.

Impact of NOT Approving/Alternatives:

By not renewing this Grant, the County would lose two experienced prosecutors. The County Attorney's Office would have to reduce the number of drug- crime prosecutions due to lack of manpower. If the County were to pay for these personnel out of the general fund, taxpayers would assume the added expenses. The County Attorney's Office is mandated to prosecute crime.

To BOS Staff: Document Disposition/Follow-Up:

Three (3) originals provided. Advise CAO upon Board approval. Return two (2) signed Agreements to CAO. Send a certified copy of the Board Minutes approving the agreement, as soon as it is available, to CAO.

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: 2015-2016

One-time Fixed Costs? (\$\$\$): -0-

Ongoing Costs? (\$\$\$): -0-

County Match Required? (\$\$\$): 39,326

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

Source of Funding?: Grant

Fiscal Impact & Funding Sources (if known):

Fund 135

Attachments

Cochise County Grant Approval Form - ACJC DC-16-021

DC Grant Agreement- ACJC DC-16-021

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Gloria G. German Department/Division: ATTORNEY
 Date Prepared: JUNE 9, 2015 Telephone: (520) 432-8700
 Grantor: ARIZONA CRIMINAL JUSTICE COMMISSION Grant Title: Drug, Gang and Violent Crime Control Program Grant
 Grant Term From: July 1, 2015 To: June 30, 2016
 Fund No/Dept. No: FUND 135 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Prosecution of drug, gang and violent crimes.

If amendment, provide reason:

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

A.R.S. §11-532(A)(1)

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year	\$62,922	\$55,057	\$39,326		\$157,305.00
Remaining Years					
Total Revenue	\$62,922	\$55,057	\$39,326		\$157,305.00

Is County match required? Yes No If yes, dollar amount \$ 39,326.00

Has this amount been budgeted? Yes No Identify Funding Source: CJE FUND 136

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

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

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

a) Total A-87 cost allocation 34.13%

b) Amount of overhead allowed by grant NONE County subsidy (a-b) \$53,688

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

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

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 1.6



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

ACJC Grant Number DC-16-021
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 3rd day of June, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through COCHISE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:
 - A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Attorney's Office
 PO Drawer CA
 Bisbee, Arizona 85603
 Attn: **County Attorney Brian McIntyre**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$123,159.00
Fringe Benefits (for salaries/overtime)*	\$34,146.00
Overtime	NOT APPROVED
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$157,305.00
Positions Funded:	
Attorney III (1.00 FTE), Attorney II (0.56 FTE)	
Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$62,922.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$55,057.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$39,326.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.
13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
14. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
16. GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circulars A-102 or 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66 or (2) 28 CFR, Part 70 when the equipment is no longer needed for the grant program.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

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

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.
29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
39. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
40. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
41. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
42. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
43. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

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44. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
45. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
- "This was supported by Award No. 2013-DJ-BX-0049 and 2014-DJ-BX-1020 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
- Link:** http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm
53. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
54. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
55. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
56. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the

position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.

Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

58. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

59. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

60. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

61. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

62. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

63. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513,

"Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

64. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
65. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
66. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
67. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
68. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
69. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
70. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
71. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
72. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

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

Arizona Criminal Justice Commission
**DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
2. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
3. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
4. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
5. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
6. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
7. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
8. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
9. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
10. Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: 

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

FOR GRANTEE:

Board of Supervisors Chair

Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Lauri J Owen *June 17 2015*

Legal counsel for GRANTEE Date

Lauri J Owen, Civil Deputy County Attorney

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

A.R.S. 11-251-532

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

FOR CRIMINAL JUSTICE COMMISSION:

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

Date



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended,

voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors:

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications:

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions:

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Regular Board of Supervisors Meeting

Meeting Date:	06/23/2015		
Approve Proposed Settlement of a Tax Appeal			
Submitted By:	Sue Blanchard, County Attorney		
Department:	County Attorney		
Presentation:	No A/V Presentation	Recommendation:	Approve
Document Signatures:	BOS Signature NOT Required	# of ORIGINALS Submitted for Signature:	0
NAME of PRESENTER:	N/A	TITLE of PRESENTER:	N/A
Docket Number (If applicable):			
Mandated Function?:	Not Mandated	Source of Mandate or Basis for Support?:	

Information

Agenda Item Text:

Approve the proposed settlement of the Tax Appeal in CAAZ SPE, LLC v. Cochise County, TX2014-000468, now pending in Arizona Tax Court, a division of the Superior Court of and for Maricopa County.

Background:

Taxpayer filed a civil action in Arizona Tax Court asking for a reduction in assessed value of 140 condominium parcels that make up the Casa Antigua Condominiums, located at 2299 Oakmont Dr., Sierra Vista, AZ. The tax years involved are 2014, 2015, and 2016. After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agreed that the property assessment for tax years 2014, 2015, and 2016 should be reduced. The Assessor recommended a settlement offer that lowers the total full cash value and limited property value from \$8,961,592 to \$7,546,664 for tax years 2014, 2015 and 2016. The taxpayer accepted the settlement offer. Fiscal Impact & Funding Sources: Not applicable, no funding sources are required. Fiscal impact will be a reduction in the tax base.

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

New Adult Detention Per Diem Rate

Submitted By: Kenneth Bradshaw, County Sheriff

Department: County Sheriff

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

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

NAME of PRESENTER: Kenneth Bradshaw **TITLE of PRESENTER:** Jail Commander

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve the new Detention Per Diem Rate of \$318.06 for the first day and \$61.91 for each additional day per the recommendation of MGT of America, Inc. (MGT).

Background:

The FY 2014 Adult Detention Per Diem Rate Study for Cochise County, Arizona, identifies the cost of staff, facilities and services required to maintain an adult prisoner in the county detention facilities for the year ending June 30, 2014. MGT of America, Inc. (MGT) has prepared the study at the request of the county. The study was prepared in accordance with the policies and procedures contained in the federal 2 CFR 225, formerly know as the US Office of Management & Budget Circular A-87 "Cost Principals for State, Local & Indian Tribal Governments". County personnel provided the expenditure and allocation data to MGT consultants. To calculate the cost of services, MGT consultants then prepared a Departmental Cost Allocation Plan utilizing a double step-down methodology. The proposed Detention Per Diem Rate is \$318.06 for the first day and \$61.91 for each additional day.

Department's Next Steps (if approved):

Upon approval from the Board the Sheriff's Office will notify all local, state and federal agencies that utilize the Cochise County Jail of the new per diem rate and begin billing those effected at the new rate.

Impact of NOT Approving/Alternatives:

If the proposed rate is not approved, the Sheriff's Office will continue to charge the old per diem rate which according to the study will not cover the current cost of incarceration thus costing the county the difference.

To BOS Staff: Document Disposition/Follow-Up:

No documents require signature. The Sheriff's Office will act upon the approval of the Board.

Attachments



Cochise County, Arizona Sheriff Department

Adult Detention Per Diem Rate Study

Based on FY 2014 Actual Expenditures



© 2015 MGT of America, Inc.
2109 S Upland Hills, Wichita, KS 67235
316-214-3163 ♦ bschlyer@mgtofamerica.com

Table of Contents

- Section 1 - Introduction & Summary of Results
- Section 2 - Methodology & Format
- Section 3 - Sheriff Departmental Cost Allocation Plan

Section 1
Introduction & Summary of Results

Introduction

The FY 2014 Adult Detention Per Diem Rate Study for Cochise County, Arizona (County) identifies the cost of staff, facilities and services required to maintain an adult prisoner in the county detention facilities for the year ended June 30, 2014. MGT of America, Inc. (MGT) has prepared the study at the request of the County. The study was prepared in accordance with the policies and procedures contained in the Federal 2 CFR 200, formerly known as the US Office of Management & Budget Circular A-87 "*Cost Principles for State, Local & Indian Tribal Governments*".

County personnel provided the expenditure and allocation data to MGT consultants. To calculate the costs of services, MGT consultants then prepared a Departmental Cost Allocation Plan utilizing a double step-down methodology.

Summary of Results

The FY 2014 average daily cost or per diem rate to house a detainee in the Cochise County adult detention facilities is \$70.44. This cost includes the cost of detention, transportation and booking and is most appropriately applied to federal and state prisoner contracts.

In subsequent schedules, the cost for booking is segregated from the cost of detention and transportation. Rates are based on actual expenditures and statistics from the fiscal year ended June 30, 2014. Rates are calculated by dividing the total costs of the County associated with adult detention by the total number of prisoner days during

the fiscal year. Exhibit 1 provides the calculation of the average daily per diem rate as well as the rates of several components.

- Cost per prisoner transport \$155.94
- Cost per prisoner booking \$256.15
- All inclusive cost per prisoner day \$70.44

Exhibit 1

Adult Detention Per Diem Rate Calculation Summary				
Cost Component	Housing	Transportation	Booking	Total Cost
County-wide Indirect Cost	\$ 869,462	\$ 55,326	\$ 165,617	\$ 1,090,405
Sheriff Administration	\$ 319,521	\$ 62,255	\$ 138,243	\$ 520,020
County Jail	\$ 3,125,538	\$ 590,087	\$ 503,777	\$ 4,219,401
Jail Medical Service	\$ 704,348	\$ -	\$ -	\$ 704,348
Jail Mental Health Service	\$ 130,466	\$ -	\$ -	\$ 130,466
Total Costs	\$ 5,149,334	\$ 707,668	\$ 807,637	\$ 6,664,639
# of Prisoner Transports		4,538		
Component - Cost Per Prisoner Transport		\$ 155.94		
# of Prisoner Bookings			3,153	
Component - Cost Per Prisoner Booking			\$ 256.15	
# of Prisoner Days	94,608	94,608	94,608	94,608
Grand Total - Detention Cost Per Day	\$ 54.43	\$ 7.48	\$ 8.54	\$ 70.44

The FY 2014 average cost of booking and intake was \$256.15. This cost was determined by dividing the total cost of booking and record keeping activities by the number of detention bookings during the fiscal year. The booking rate is most appropriately applied to inmates that are booked into the facility and released without an overnight stay. Exhibit 2 displays the calculation for this rate.

Exhibit 2

Adult Detention - Booking & Intake Rate	
Cost Component	Booking
County-wide Indirect Cost	\$ 165,617
Sheriff Administration	\$ 138,243
County Jail	\$ 503,777
Jail Medical Service	\$ -
Jail Mental Health Service	\$ -
Total Costs	\$ 807,637
# of Prisoner Bookings	3,153
Component - Cost Per Prisoner Booking	\$ 256.15

In addition to a total cost per diem and booking rate, we have also calculated a 1st day rate which is most appropriately applied to local inmates and inmates from other municipal and county jurisdictions. The 1st day rate recovers the costs of booking and housing the inmate overnight for the first day of their stay in the detention

facility. If this rate is charged, subsequent detention days for the same inmate during the same stay should be charged at a rate of \$61.91 per day.

The 1st day rate is determined by adding the average cost of a prisoner booking to the average daily rate using only detention and transportation costs. Exhibit 3 displays the calculation for this rate.

Exhibit 3

Adult Detention Per Diem - 1st Day Rate Calculation					
Cost Component	Housing	Transportation	Housing & Transport Total	Booking	Total Cost
County-wide Indirect Cost	\$ 869,462	\$ 55,326	\$ 924,787	\$ 165,617	\$ 1,090,405
Sheriff Administration	\$ 319,521	\$ 62,255	\$ 381,776	\$ 138,243	\$ 520,020
County Jail	\$ 3,125,538	\$ 590,087	\$ 3,715,624	\$ 503,777	\$ 4,219,401
Jail Medical Service	\$ 704,348	\$ -	\$ 704,348	\$ -	\$ 704,348
Jail Mental Health Service	\$ 130,466	\$ -	\$ 130,466	\$ -	\$ 130,466
Total Costs	\$ 5,149,334	\$ 707,668	\$ 5,857,002	\$ 807,637	\$ 6,664,639
# of Prisoner Days			94,608		
Component - Daily Cost of Prisoner Housing & Transport			\$ 61.91		
# of Prisoner Bookings				3,153	
Component - Cost Per Prisoner Booking				\$ 256.15	
Grand Total - 1st Day Rate					\$ 318.06

Section 2

Methodology & Format

Sheriff Cost Allocation Plan

Overview

The Sheriff Cost Allocation Plan has been prepared in accordance with Federal 2 CFR 200 (OMB A-87). A consistent approach has been followed in the treatment of costs as direct or indirect costs. In no case have costs charged as direct costs to programs been included as indirect costs. All expenditure and statistical information used for this calculation is from the fiscal year ended June 30, 2014, or a representative sample period.

Methodology

A multiple allocation base double-step down allocation methodology is used for the calculation. This methodology recognizes that the utilization of services by users varies by type of service. The cost of each service or activity is allocated to users based on an appropriate allocation base related to the service performed. In selecting an allocation base to be used, the objective has been to use a base that is readily available and reasonably results in the allocation of costs to users based on the relative benefit derived.

Format

The first few pages of the Cost Allocation Plan are the Table of Contents. The column on the left side of the pages lists the central service, or allocating, divisions and departments. Each central service division and department is broken down into functions. Functions are the specific services provided by a particular division and department. The middle column lists the allocation base for each corresponding function. The column on the right side of the pages is the applicable page number.

The next few pages of the Cost Allocation Plan are the Summary Schedule. The Summary Schedule identifies the total dollar amount allocated from every County allocating division and department to every County receiving

division and department. Allocating divisions and departments are listed down the left column and receiving divisions, departments and funds are listed across the top of each page.

The remaining pages of the Cost Allocation Plan are the details schedules for every central service division and department. The detail schedules for each central service division and department are structured in the following format.

- ❖ Narrative. Lists the division and department name, provides a brief description of the activities performed, identifies the functions and the corresponding allocation base.
- ❖ Departmental Costs (A). The actual expenditures for that division and department.
- ❖ Incoming Costs (B). The support costs coming into the division and department from other allocating divisions and departments.
- ❖ Total Allocated (C). The total amount allocated for that division and department. This amount is found at the end of the Incoming Costs schedule.
- ❖ Function Allocations. The distribution, or allocation, of the Total Allocated costs by function.
- ❖ Allocation Summary. The summary of allocated costs by function.

Section 3
Departmental Cost Allocation Plan

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
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Summary Schedule

Department	BOOKING	TRANSPOR TATION	DETENTION	OTHER	2nd Allocation Orphans	Total
1 INDIRECT COSTS - SHERIFF ADMIN	\$58,774	\$26,468	\$135,844	\$773,797	\$0	\$994,883
2 INDIRECT COSTS - COUNTY JAIL	106,843	28,858	568,524	0	0	704,225
3 INDIRECT COSTS - MEDICAL SVCS	0	0	140,820	0	0	140,820
4 INDIRECT COSTS - JAIL MENTAL HE	0	0	24,274	0	0	24,274
5 3100 SHERIFF ADMIN	138,243	62,255	319,521	3,036,603	0	3,556,623
6 3300 COUNTY JAIL	503,777	590,087	3,125,538	0	0	4,219,401
7 5220 HEALTH - JAIL MEDICAL	0	0	704,348	0	0	704,348
8 5230 HEALTH - JAIL MENTAL HEALT	0	0	130,466	0	0	130,466
Total Current Allocations	\$807,637	\$707,668	\$5,149,334	\$3,810,401	\$0	\$10,475,040

INDIRECT COSTS - SHERIFF ADMINISTRATION
Nature and Extent of Services

Costs of support services provided by central service departments of Cochise County, Arizona to the Sheriff Administration Division have been identified in the FY 2014 OMB A-87 Central Service Cost Allocation Plan, Schedule A. The Plan has been prepared based on actual expenditures and data for the year ended June 30, 2014. The Plan has been prepared in accordance with U.S. Office of Management and Budget Circular A-87. Allocated costs to Sheriff Administration have been grouped and allocated as follows:

Administration - Allocated costs associated with Sheriff Department administrative staff have been allocated on the number of Department positions supervised by the administrative staff.

Dispatch - Allocated costs associated with dispatch operations have been allocated on the number of positions served. Detention staff have been weighted at 50% to acknowledge their reduced level of activity.

Records - Allocated costs associated with record keeping have been allocated on the estimated level of effort provided.

Other - Allocated costs associated with investigation and patrol activities have been directly allocated to Other.

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

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A. Department Costs

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Description		Amount	General Admin	ADMIN	DISPATCH	RECORDS	OTHER
Personnel Costs							
Salaries	S1	0	0	0	0	0	0
<i>Salary % Split</i>			<i>.00%</i>	<i>.00%</i>	<i>.00%</i>	<i>.00%</i>	<i>.00%</i>
Benefits	S	0	0	0	0	0	0
Subtotal - Personnel Costs		0	0	0	0	0	0
Services & Supplies Cost							
Building Use	S	38,162	0	10,716	15,921	4,217	7,308
Equipment Use	S	3,087	0	867	1,288	341	591
General Government	S	10,814	0	3,037	4,512	1,195	2,071
Board of Supervisors	S	9,726	0	2,731	4,058	1,075	1,863
HR - Personnel	S	15,517	0	4,357	6,474	1,715	2,972
Facilities Mgmt	S	66,645	0	18,714	27,804	7,364	12,763
Utilities	S	48,001	0	13,479	20,026	5,304	9,192
HR - Risk Mgmt	S	42,090	0	11,819	17,560	4,651	8,060
MIS	S	447,242	0	125,586	186,589	49,420	85,647
IT - GIS	S	24,741	0	6,947	10,322	2,734	4,738
Communications	S	32,398	0	9,097	13,516	3,580	6,204
Wireless	S	6,220	0	1,747	2,595	687	1,191
Fleet Management	P	101,517	0	0	0	0	101,517
Finance - Budget	S	8,229	0	2,311	3,433	909	1,576
Finance - Accounting	S	28,162	0	7,908	11,749	3,112	5,393
Finance - Payroll	S	5,352	0	1,503	2,233	591	1,025
Procurement	S	62,968	0	17,681	26,270	6,958	12,058
Attorney	S	25,661	0	7,206	10,706	2,836	4,914
Treasurer	S	18,351	0	5,153	7,656	2,028	3,514
Subtotal - Services & Supplies		994,883	0	250,857	372,712	98,717	272,597
Department Cost Total		994,883	0	250,857	372,712	98,717	272,597
Adjustments to Cost							
Subtotal - Adjustments		0	0	0	0	0	0
Total Costs After Adjustments		994,883	0	250,857	372,712	98,717	272,597
General Admin Distribution			0	0	0	0	0
Grand Total		\$994,883		\$250,857	\$372,712	\$98,717	\$272,597

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

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B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

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COCHISE COUNTY, ARIZONA
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ADMIN Allocations

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	7.00	3.75%	\$9,416	\$0	\$9,416	\$0	\$9,416
10 TRANSPORTATION	7.00	3.75%	9,416	0	9,416	0	9,416
11 DETENTION	53.00	28.42%	71,289	0	71,289	0	71,289
12 OTHER	119.50	64.08%	160,737	0	160,737	0	160,737
Subtotal	186.50	100.00%	250,857	0	250,857	0	250,857
Direct Bills					0		0
Total					\$250,857		\$250,857

Basis Units: # of Positions Supervised
 Source:

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DISPATCH Allocations

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
10 TRANSPORTATION	7.00	4.58%	\$17,052	\$0	\$17,052	\$0	\$17,052
11 DETENTION	26.50	17.32%	64,555	0	64,555	0	64,555
12 OTHER	119.50	78.10%	291,105	0	291,105	0	291,105
Subtotal	153.00	100.00%	372,712	0	372,712	0	372,712
Direct Bills					0		0
Total					\$372,712		\$372,712

Basis Units: # of Positions Served (Weighted for Service Level)

Source:

COCHISE COUNTY, ARIZONA
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RECORDS Allocations

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	50	50.00%	\$49,358	\$0	\$49,358	\$0	\$49,358
12 OTHER	50	50.00%	49,358	0	49,358	0	49,358
Subtotal	100	100.00%	98,717	0	98,717	0	98,717
Direct Bills					0		0
Total					\$98,717		\$98,717

Basis Units: Relative Effort
 Source:

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OTHER Allocations

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 OTHER	100	100.00%	\$272,597	\$0	\$272,597	\$0	\$272,597
Subtotal	100	100.00%	272,597	0	272,597	0	272,597
Direct Bills					0		0
Total					\$272,597		\$272,597

Basis Units: Direct to Other
 Source:

COCHISE COUNTY, ARIZONA
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Allocation Summary

Dept:1 INDIRECT COSTS - SHERIFF ADMIN

Department	ADMIN	DISPATCH	RECORDS	OTHER	Total
9 BOOKING	\$9,416	\$0	\$49,358	\$0	\$58,774
10 TRANSPORTATION	9,416	17,052	0	0	26,468
11 DETENTION	71,289	64,555	0	0	135,844
12 OTHER	160,737	291,105	49,358	272,597	773,797
Total	\$250,857	\$372,712	\$98,717	\$272,597	\$994,883

INDIRECT COSTS - COUNTY JAIL
Nature and Extent of Services

Costs of support services provided by central service departments of Cochise County, Arizona to the County Jail have been identified in the FY 2014 OMB A-87 Central Service Cost Allocation Plan, Schedule A. The Plan has been prepared based on actual expenditures and data for the year ended June 30, 2014. The Plan has been prepared in accordance with U.S. Office of Management and Budget Circular A-87. Allocated costs to County Jail have been grouped and allocated as follows:

Transport - Allocated costs associated with transport have been allocated directly to Transport.

Booking - Allocated costs associated with the booking and intake function have been allocated directly to Booking.

Detention - Allocated costs associated with the housing of prisoners have been allocated directly to Detention.

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

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A. Department Costs

Dept:2 INDIRECT COSTS - COUNTY JAIL

Description		Amount	General Admin	TRANSPOR T	BOOKING	DETENTION
Personnel Costs						
Salaries	S1	0	0	0	0	0
<i>Salary % Split</i>			<i>.00%</i>	<i>.00%</i>	<i>.00%</i>	<i>.00%</i>
Benefits	S	0	0	0	0	0
Subtotal - Personnel Costs		0	0	0	0	0
Services & Supplies Cost						
Building Use	P	88,208	0	0	13,790	74,418
Equipment Use	S	0	0	0	0	0
General Government	S	14,481	3,519	1,484	1,547	7,931
Board of Supervisors	S	19,452	4,727	1,994	2,077	10,654
HR - Personnel	S	31,034	7,541	3,181	3,314	16,997
Facilities Mgmt	P	101,487	0	0	15,866	85,621
Utilities	P	257,918	0	0	40,321	217,597
HR - Risk Mgmt	S	84,180	20,456	8,628	8,990	46,105
MIS	S	50,075	12,168	5,133	5,348	27,426
IT - GIS	S	0	0	0	0	0
Communications	S	0	0	0	0	0
Wireless	S	12,336	2,998	1,264	1,317	6,756
Fleet Management	S	7,634	1,855	782	815	4,181
Finance - Budget	S	0	0	0	0	0
Finance - Accounting	S	0	0	0	0	0
Finance - Payroll	S	10,704	2,601	1,097	1,143	5,863
Procurement	S	0	0	0	0	0
Attorney	S	26,716	6,492	2,738	2,853	14,632
Treasurer	S	0	0	0	0	0
Subtotal - Services & Supplies		704,225	62,357	26,303	97,383	518,183
Department Cost Total		704,225	62,357	26,303	97,383	518,183
Adjustments to Cost						
Subtotal - Adjustments		0	0	0	0	0
Total Costs After Adjustments		704,225	62,357	26,303	97,383	518,183
General Admin Distribution			(62,357)	2,555	9,461	50,341
Grand Total		\$704,225		\$28,858	\$106,843	\$568,524

COCHISE COUNTY, ARIZONA
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B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

Dept:2 INDIRECT COSTS - COUNTY JAIL

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TRANSPORT Allocations

Dept:2 INDIRECT COSTS - COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
10 TRANSPORTATION	100	100.00%	\$28,858	\$0	\$28,858	\$0	\$28,858
Subtotal	100	100.00%	28,858	0	28,858	0	28,858
Direct Bills					0		0
Total					\$28,858		\$28,858

Basis Units: Direct to Transportation
 Source:

COCHISE COUNTY, ARIZONA
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BOOKING Allocations

Dept:2 INDIRECT COSTS - COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	100	100.00%	\$106,843	\$0	\$106,843	\$0	\$106,843
Subtotal	100	100.00%	106,843	0	106,843	0	106,843
Direct Bills					0		0
Total					\$106,843		\$106,843

Basis Units: Direct to Booking
 Source:

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DETENTION Allocations

Dept:2 INDIRECT COSTS - COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$568,524	\$0	\$568,524	\$0	\$568,524
Subtotal	100	100.00%	568,524	0	568,524	0	568,524
Direct Bills					0		0
Total					\$568,524		\$568,524

Basis Units: Direct to Detention
 Source:

COCHISE COUNTY, ARIZONA
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Allocation Summary

Dept:2 INDIRECT COSTS - COUNTY JAIL

Department	TRANSPOR T	BOOKING	DETENTION	Total
9 BOOKING	\$0	\$106,843	\$0	\$106,843
10 TRANSPORTATION	28,858	0	0	28,858
11 DETENTION	0	0	568,524	568,524
Total	\$28,858	\$106,843	\$568,524	\$704,225

INDIRECT COSTS - MEDICAL SERVICES
Nature and Extent of Services

Costs of support services provided by central service departments of Cochise County, Arizona to the Jail Medical Services have been identified in the FY 2014 OMB A-87 Central Service Cost Allocation Plan, Schedule A. The Plan has been prepared based on actual expenditures and data for the year ended June 30, 2014. The Plan has been prepared in accordance with U.S. Office of Management and Budget Circular A-87. Allocated costs to Jail Medical Services have been directly allocated to Detention.

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A. Department Costs

Dept:3 INDIRECT COSTS - MEDICAL SVCS

Description		Amount	General Admin	SERVICES
Personnel Costs				
Salaries	S1	0	0	0
<i>Salary % Split</i>			<i>.00%</i>	<i>.00%</i>
Benefits	S	0	0	0
Subtotal - Personnel Costs		0	0	0
Services & Supplies Cost				
General Government	S	1,435	0	1,435
Board of Supervisors	S	1,742	0	1,742
HR - Personnel	S	2,779	0	2,779
MIS	S	0	0	0
Fleet Management	S	122	0	122
Finance - Payroll	S	959	0	959
Attorney	S	2,867	0	2,867
Treasurer	S	0	0	0
Health Admin	S	129,207	0	129,207
HR - Risk Mgmt	S	1,709	0	1,709
Subtotal - Services & Supplies		140,820	0	140,820
Department Cost Total		140,820	0	140,820
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		140,820	0	140,820
General Admin Distribution			0	0
Grand Total		\$140,820		\$140,820

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

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B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

Dept:3 INDIRECT COSTS - MEDICAL SVCS

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SERVICES Allocations

Dept:3 INDIRECT COSTS - MEDICAL SVCS

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$140,820	\$0	\$140,820	\$0	\$140,820
Subtotal	100	100.00%	140,820	0	140,820	0	140,820
Direct Bills					0		0
Total					\$140,820		\$140,820

Basis Units: Direct to Detention
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

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Allocation Summary

Dept:3 INDIRECT COSTS - MEDICAL SVCS

Department	SERVICES	Total
11 DETENTION	\$140,820	\$140,820
Total	\$140,820	\$140,820

INDIRECT COSTS - MENTAL HEALTH SERVICES
Nature and Extent of Services

Costs of support services provided by central service departments of Cochise County, Arizona to the Jail Mental Health Services have been identified in the FY 2014 OMB A-87 Central Service Cost Allocation Plan, Schedule A. The Plan has been prepared based on actual expenditures and data for the year ended June 30, 2014. The Plan has been prepared in accordance with U.S. Office of Management and Budget Circular A-87. Allocated costs to Jail Mental Services have been directly allocated to Detention

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A. Department Costs

Dept:4 INDIRECT COSTS - JAIL MENTAL HEALTH

Description		Amount	General Admin	SERVICES
Personnel Costs				
Salaries	S1	0	0	0
<i>Salary % Split</i>			<i>.00%</i>	<i>.00%</i>
Benefits	S	0	0	0
Subtotal - Personnel Costs		0	0	0
Services & Supplies Cost				
General Government	S	286	0	286
Board of Supervisors	S	290	0	290
HR - Personnel	S	463	0	463
HR - Risk Mgmt	S	285	0	285
MIS	S	0	0	0
Fleet Management	S	6	0	6
Finance - Accounting	S	0	0	0
Finance - Payroll	S	160	0	160
Attorney	S	640	0	640
Treasurer	S	0	0	0
Health Admin	S	22,144	0	22,144
Subtotal - Services & Supplies		24,274	0	24,274
Department Cost Total		24,274	0	24,274
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		24,274	0	24,274
General Admin Distribution			0	0
Grand Total		\$24,274		\$24,274

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B. Incoming Costs - (Default Spread Expense%)

No Indirect Costs

Dept:4 INDIRECT COSTS - JAIL MENTAL HEALTH

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SERVICES Allocations

Dept:4 INDIRECT COSTS - JAIL MENTAL HEALTH

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$24,274	\$0	\$24,274	\$0	\$24,274
Subtotal	100	100.00%	24,274	0	24,274	0	24,274
Direct Bills					0		0
Total					\$24,274		\$24,274

Basis Units: Direct to Detention
 Source:

COCHISE COUNTY, ARIZONA
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Allocation Summary

Dept:4 INDIRECT COSTS - JAIL MENTAL HEALTH

Department	SERVICES	Total
11 DETENTION	\$24,274	\$24,274
Total	\$24,274	\$24,274

SHERIFF ADMINISTRATION (3100)
Nature and Extent of Services

The Sheriff Administration Division is responsible for the administration, coordination, and support of all activities of the Sheriff Department. The Division includes costs of administering, dispatch, and record keeping. Costs of Sheriff Administration have been identified and allocated as follows:

Administration - Costs associated with the general administration and support within the Department have been allocated on the number of Department positions supervised.

Dispatch - Costs associated with dispatch operations have been allocated on the number of positions served. Detention staff have been weighted at 50% to acknowledge their reduced level of activity.

Records - Costs associated with record keeping have been allocated on the estimated level of effort provided.

Other - All other costs have been directly allocated to Other.

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A. Department Costs

Dept:5 3100 SHERIFF ADMIN

Description		Amount	General Admin	ADMIN	DISPATCH	RECORDS	OTHER
Personnel Costs							
Salaries	S1	1,216,359	0	341,554	507,465	134,408	232,933
<i>Salary % Split</i>			<i>.00%</i>	<i>28.08%</i>	<i>41.72%</i>	<i>11.05%</i>	<i>19.15%</i>
Benefits	S	494,061	0	138,732	206,122	54,594	94,613
Subtotal - Personnel Costs		1,710,420	0	480,286	713,587	189,001	327,545
Services & Supplies Cost							
Office Supplies	S	22,266	0	6,252	9,289	2,460	4,264
Operating Supplies	S	10,277	0	2,886	4,288	1,136	1,968
Repair & Maint Supply	S	487	0	137	203	54	93
Small Tools	S	15,087	0	4,236	6,294	1,667	2,889
Professional Svcs	S	75,168	0	21,107	31,360	8,306	14,395
Communications	S	39,876	0	11,197	16,636	4,406	7,636
Travel & Training	S	28,795	0	8,086	12,013	3,182	5,514
Advertising	S	137	0	38	57	15	26
Fleet Charges	P	1,455,321	0	0	0	0	1,455,321
Printing & Binding	S	1,832	0	514	764	202	351
Operating Lease	S	17,938	0	5,037	7,484	1,982	3,435
Repair & Maint	S	114,378	0	32,117	47,719	12,639	21,903
Machinery & Equipment	S	63,632	0	17,868	26,547	7,031	12,186
Miscellaneous Expenses	S	1,009	0	283	421	111	193
Judgements & Damages	D	60,757	0	0	0	0	0
Subtotal - Services & Supplies		1,906,960	0	109,760	163,076	43,192	1,530,175
Department Cost Total		3,617,380	0	590,046	876,663	232,194	1,857,720
Adjustments to Cost							
Judgements & Damages	D	(60,757)	0	0	0	0	0
Subtotal - Adjustments		(60,757)	0	0	0	0	0
Total Costs After Adjustments		3,556,623	0	590,046	876,663	232,194	1,857,720
General Admin Distribution			0	0	0	0	0
Grand Total		\$3,556,623		\$590,046	\$876,663	\$232,194	\$1,857,720

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

B. Incoming Costs - (Default Spread Salary%)

Dept:5 3100 SHERIFF ADMIN

No Indirect Costs

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COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

ADMIN Allocations

Dept:5 3100 SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	7.00	3.75%	\$22,146	\$0	\$22,146	\$0	\$22,146
10 TRANSPORTATION	7.00	3.75%	22,146	0	22,146	0	22,146
11 DETENTION	53.00	28.42%	167,681	0	167,681	0	167,681
12 OTHER	119.50	64.08%	378,072	0	378,072	0	378,072
Subtotal	186.50	100.00%	590,046	0	590,046	0	590,046
Direct Bills					0		0
Total					\$590,046		\$590,046

Basis Units: # of Positions Supervised
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

DISPATCH Allocations

Dept:5 3100 SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
10 TRANSPORTATION	7.00	4.58%	\$40,109	\$0	\$40,109	\$0	\$40,109
11 DETENTION	26.50	17.32%	151,840	0	151,840	0	151,840
12 OTHER	119.50	78.10%	684,714	0	684,714	0	684,714
Subtotal	153.00	100.00%	876,663	0	876,663	0	876,663
Direct Bills					0		0
Total					\$876,663		\$876,663

Basis Units: # of Positions Served (Weighted for Service Level)

Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

RECORDS Allocations

Dept:5 3100 SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	50	50.00%	\$116,097	\$0	\$116,097	\$0	\$116,097
12 OTHER	50	50.00%	116,097	0	116,097	0	116,097
Subtotal	100	100.00%	232,194	0	232,194	0	232,194
Direct Bills					0		0
Total					\$232,194		\$232,194

Basis Units: Relative Effort
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

OTHER Allocations

Dept:5 3100 SHERIFF ADMIN

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
12 OTHER	100	100.00%	\$1,857,720	\$0	\$1,857,720	\$0	\$1,857,720
Subtotal	100	100.00%	1,857,720	0	1,857,720	0	1,857,720
Direct Bills					0		0
Total					\$1,857,720		\$1,857,720

Basis Units: Direct to Other
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

Allocation Summary

Dept:5 3100 SHERIFF ADMIN

Department	ADMIN	DISPATCH	RECORDS	OTHER	Total
9 BOOKING	\$22,146	\$0	\$116,097	\$0	\$138,243
10 TRANSPORTATION	22,146	40,109	0	0	62,255
11 DETENTION	167,681	151,840	0	0	319,521
12 OTHER	378,072	684,714	116,097	1,857,720	3,036,603
Total	\$590,046	\$876,663	\$232,194	\$1,857,720	\$3,556,623

COUNTY JAIL (3300)
Nature and Extent of Services

The County Jail is responsible for the booking, detention and transportation of prisoners. Costs of the County Jail have been identified and allocated as follows:

General Administration - Costs associated with the general administration and support of County Jail operations have been allocated to jail activities based on personal services costs of assigned staff

Transportation - Costs associated with the transportation of prisoners have been directly allocated to Transportation.

Booking - Costs associated with the booking of prisoners have been directly allocated to Booking.

Detention - Costs associated with the detention of prisoners have been directly allocated to Detention.

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

A. Department Costs

Dept:6 3300 COUNTY JAIL

Description		Amount	General Admin	TRANSPOR T	BOOKING	DETENTION
Personnel Costs						
Salaries	S1	2,490,414	605,171	255,267	265,976	1,364,000
<i>Salary % Split</i>			<i>24.30%</i>	<i>10.25%</i>	<i>10.68%</i>	<i>54.77%</i>
Benefits	S	947,105	230,147	97,078	101,151	518,729
Subtotal - Personnel Costs		3,437,519	835,317	352,346	367,127	1,882,729
Services & Supplies Cost						
Office Supplies	S	12,192	2,963	1,250	1,302	6,678
Operating Supplies	P	48,399	0	0	0	48,399
Repair Supplies	P	40,613	0	0	0	40,613
Fleet Charges	P	119,139	0	119,139	0	0
Professional Svcs	P	13,715	0	0	0	13,715
Communications	S	6,850	1,665	702	732	3,752
Travel	P	2,663	0	2,663	0	0
Operating Leases & Rentals	P	15,847	0	0	15,847	0
Repair & Maint	S	1,892	460	194	202	1,036
Machinery & Equipment	S	0	0	0	0	0
Support & Care	P	520,572	0	0	0	520,572
Subtotal - Services & Supplies		781,882	5,087	123,948	18,083	634,765
Department Cost Total		4,219,401	840,404	476,293	385,210	2,517,494
Adjustments to Cost						
Subtotal - Adjustments		0	0	0	0	0
Total Costs After Adjustments		4,219,401	840,404	476,293	385,210	2,517,494
General Admin Distribution			(840,404)	113,793	118,567	608,044
Grand Total		\$4,219,401		\$590,087	\$503,777	\$3,125,538

**COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN**

ACTUAL FY 2014
5/12/2015

B. Incoming Costs - (Default Spread Salary%)

Dept:6 3300 COUNTY JAIL

No Indirect Costs

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COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

TRANSPORT Allocations

Dept:6 3300 COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
10 TRANSPORTATION	100	100.00%	\$590,087	\$0	\$590,087	\$0	\$590,087
Subtotal	100	100.00%	590,087	0	590,087	0	590,087
Direct Bills					0		0
Total					\$590,087		\$590,087

Basis Units: Direct to Transportation
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

BOOKING Allocations

Dept:6 3300 COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 BOOKING	100	100.00%	\$503,777	\$0	\$503,777	\$0	\$503,777
Subtotal	100	100.00%	503,777	0	503,777	0	503,777
Direct Bills					0		0
Total					\$503,777		\$503,777

Basis Units: Direct to Booking
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

DETENTION Allocations

Dept:6 3300 COUNTY JAIL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$3,125,538	\$0	\$3,125,538	\$0	\$3,125,538
Subtotal	100	100.00%	3,125,538	0	3,125,538	0	3,125,538
Direct Bills					0		0
Total					\$3,125,538		\$3,125,538

Basis Units: Direct to Detention
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

Allocation Summary

Dept:6 3300 COUNTY JAIL

Department	TRANSPOR T	BOOKING	DETENTION	Total
9 BOOKING	\$0	\$503,777	\$0	\$503,777
10 TRANSPORTATION	590,087	0	0	590,087
11 DETENTION	0	0	3,125,538	3,125,538
Total	\$590,087	\$503,777	\$3,125,538	\$4,219,401

HEALTH - MEDICAL SERVICES (5220)
Nature and Extent of Services

The Jail Medical Services Program of the County Health Department is responsible for providing medical services for County prisoners. Costs of jail medical services have been identified and directly allocated to Detention.

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

A. Department Costs

Dept:7 5220 HEALTH - JAIL MEDICAL

Description		Amount	General Admin	SERVICES
Personnel Costs				
Salaries	S1	256,278	0	256,278
<i>Salary % Split</i>			<i>.00%</i>	<i>100.00%</i>
Benefits	S	87,438	0	87,438
Subtotal - Personnel Costs		343,716	0	343,716
Services & Supplies Cost				
Office Supplies	S	4,715	0	4,715
Operating Supplies	S	17,224	0	17,224
Small Tools	S	559	0	559
Fleet Charges	S	1,899	0	1,899
Professional Svcs	S	22,992	0	22,992
Communications	S	2,266	0	2,266
Travel & Training	S	1,770	0	1,770
Operating Leases	S	1,774	0	1,774
Support & Care of Persons	S	307,433	0	307,433
Subtotal - Services & Supplies		360,632	0	360,632
Department Cost Total		704,348	0	704,348
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		704,348	0	704,348
General Admin Distribution			0	0
Grand Total		\$704,348		\$704,348

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

B. Incoming Costs - (Default Spread Salary%)

Dept:7 5220 HEALTH - JAIL MEDICAL

No Indirect Costs

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**COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN**

ACTUAL FY 2014
5/12/2015

SERVICES Allocations

Dept:7 5220 HEALTH - JAIL MEDICAL

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$704,348	\$0	\$704,348	\$0	\$704,348
Subtotal	100	100.00%	704,348	0	704,348	0	704,348
Direct Bills					0		0
Total					\$704,348		\$704,348

Basis Units: Direct to Detention
Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

Allocation Summary

Dept:7 5220 HEALTH - JAIL MEDICAL

Department	SERVICES	Total
11 DETENTION	\$704,348	\$704,348
Total	\$704,348	\$704,348

HEALTH - MENTAL HEALTH SERVICES (5230)
Nature and Extent of Services

The Jail Mental Health Services Program of the County Health Department is responsible for providing mental health services for County prisoners. Costs of jail mental services have been identified and directly allocated to Detention.

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

A. Department Costs

Dept:8 5230 HEALTH - JAIL MENTAL HEALTH

Description		Amount	General Admin	SERVICES
Personnel Costs				
Salaries	S1	42,774	0	42,774
<i>Salary % Split</i>			<i>.00%</i>	<i>100.00%</i>
Benefits	S	16,871	0	16,871
Subtotal - Personnel Costs		59,645	0	59,645
Services & Supplies Cost				
Office Supplies	S	107	0	107
Fleet Charges	S	75	0	75
Small Tools	S	94	0	94
Communications	S	27,885	0	27,885
Travel & Training	S	0	0	0
Operating Leases	S	844	0	844
Support & Care of Persons	S	41,816	0	41,816
Subtotal - Services & Supplies		70,821	0	70,821
Department Cost Total		130,466	0	130,466
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		130,466	0	130,466
General Admin Distribution			0	0
Grand Total		\$130,466		\$130,466

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

B. Incoming Costs - (Default Spread Salary%)

Dept:8 5230 HEALTH - JAIL MENTAL HEALTH

No Indirect Costs

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COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
 5/12/2015

SERVICES Allocations

Dept:8 5230 HEALTH - JAIL MENTAL HEALTH

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
11 DETENTION	100	100.00%	\$130,466	\$0	\$130,466	\$0	\$130,466
Subtotal	100	100.00%	130,466	0	130,466	0	130,466
Direct Bills					0		0
Total					\$130,466		\$130,466

Basis Units: Direct to Detention
 Source:

COCHISE COUNTY, ARIZONA
FEDERAL 2 CFR 200 (A-87) ADULT DETENTION COST ALLOCATION PLAN

ACTUAL FY 2014
5/12/2015

Allocation Summary

Dept:8 5230 HEALTH - JAIL MENTAL HEALTH

Department	SERVICES	Total
11 DETENTION	\$130,466	\$130,466
Total	\$130,466	\$130,466

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015
Arizona Criminal Justice Commission Grant
Submitted By: Ken Foster, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation
Document Signatures: BOS Signature Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 1

NAME of PRESENTER: Ken Foster

TITLE of PRESENTER: Lieutenant

Mandated Function?: Federal or State Mandate

Source of Mandate or Basis for Support?: ARS 11-441

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 renewal contract for the Drug, Gang, and Violent Crime Control DC-16-003 between the Arizona Criminal Justice Commission (ACJC) and the Cochise County's Sheriff's Office in the amount of \$131,197 for overtime salaries and fringe benefits effective July 1, 2015 to June 30, 2016.

Background:

The Sheriff's Office has a contract (re-occurring) for funding by the Arizona Criminal Justice Commission. This grant is a funding source the Cochise County Sheriff's Office has applied for, and has been approved to utilize as a source of funding for several of the Special Operation Division units to use to assist in combating illegal drug using, selling and smuggling; along with combating illegal immigrant smuggling within the communities of Cochise County. The funding source allows CCSO to pay overtime, when necessary, to those who work in these units.

Department's Next Steps (if approved):

If approved, the Sheriff's Office will continue to deploy deputies trained in detecting capturing drug smugglers and those who use and sale illicit drugs in our communities.

Impact of NOT Approving/Alternatives:

If not approved, it will severely impact the Sheriff's Office ability to deploy assets into areas where illegal drugs and/or human smuggling and drugs sales are occurring. Our current fiscal budget cannot provide compensation for the extra hours these types of units work to combat the abovementioned crimes that occur in our communities.

To BOS Staff: Document Disposition/Follow-Up:

Please return contract with a signed copy of the Board of Supervisors approved agenda item or resolution listing the grant 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

[ACJC Contract](#)

[GrantApprovalForm](#)

ARIZONA CRIMINAL JUSTICE COMMISSION

GRANT AGREEMENT INSTRUCTIONS

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purposes of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are 3 lines that must be completed (Non-Profit does not need Legal Council approval).

- A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.
1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, it may be typed in anywhere it is convenient on the signature page.
 2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, it may be typed in anywhere it is convenient on the signature page.
 3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be attached to the signed agreement when it is returned to the Criminal Justice Commission.
 4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.
 5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must sign the agreement where indicated.
- B. The line requesting the signature of the **Legal counsel for GRANTEE** should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. Non-Profit Agencies this field is not required.
- C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

If there are any questions regarding the execution of this agreement, please contact the Grant Coordinator at (602) 364-1146.



Arizona Criminal Justice Commission

Chairperson
BILL MONTGOMERY
Maricopa County Attorney

Vice-Chairperson
DAVID K. BYERS, Director
Administrative Office of the Courts

JOSEPH ARPAIO
Maricopa County Sheriff

MARK BRNOVICH
Attorney General

JOE R. BRUGMAN, Chief
Safford Police Department

KELLY "KC" CLARK
Navajo County Sheriff

SEAN DUGGAN, Chief
Chandler Police Department

CLARENCE DUPNIK
Pima County Sheriff

CHRIS GIBBS, Mayor
City of Safford

DREW JOHN
Graham County Supervisor

ELLEN KIRSCHBAUM, Chairperson
Board of Executive Clemency

BARBARA LAWALL
Pima County Attorney

FRANK MILSTEAD, Director
Department of Public Safety

SHEILA POLK
Yavapai County Attorney

CHARLES RYAN, Director
Department of Corrections

DAVID SANDERS
Pima County Chief Probation Officer

HESTON SILBERT
Law Enforcement Leader

ROBERTO VILLASEÑOR, Chief
Tucson Police Department

VACANT
Former Judge

Executive Director
John A. Blackburn, Jr.

1110 West Washington, Suite 230
Phoenix, Arizona 85007
PHONE: (602) 364-1146
FAX: (602) 364-1175
www.azcjc.gov

June 3, 2015

Mark Dannels
Sheriff
Cochise County Sheriff's Office
205 Judd Dr
Bisbee, AZ 85603

Re: Drug, Gang, and Violent Crime Control (DGVCC) FY 2016 Cycle 29 Award, DC-16-003

Dear Sheriff Mark Dannels:

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the Cycle 29, FY 2016 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

Grant Agreement and Other Required Documents: Please review the attached agreement and accompanying documentation as revisions or new requirements may have been included. Please return the Grant Agreement in its entirety with authorized signatures to the Arizona Criminal Justice Commission office. Agreements not returned within 90 days of the award date with authorized signatures may be cancelled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable. Required document forms can be accessed at this link: [DGVCC Reporting Forms](#).

Administrative and Financial Requirements: In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

Reporting: Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Activity report forms can be accessed at this link: [DGVCC Reporting Forms](#).

If you have any questions, please contact Michelle Neitch at mneitch@azcjc.gov or 602-364-1557. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Program Manager
Drug, Gang, and Violent Crime Control Program

Grant Agreement Checklist

Review the following:

- Grant Agreement (Please review the entire document and the ones highlighted below)
- Approved line item program budget
- Positions funded (bottom of program budget table)
- Report due dates
- Special Condition(s) Page - **Initial Required at bottom of page**
- Authorized signature page - **Don't forget the Statutory or other legal authority to enter into Agreement reference**

[Special Condition Documents - All forms can be found at the following link:
http://azcjc.gov/ACJC.Web/Byrne/ReportingForms.aspx](http://azcjc.gov/ACJC.Web/Byrne/ReportingForms.aspx)

ACJC Subgrantee Self-Assessment Questionnaire - Due within 45 days of the start of grant
Program Income Worksheet - Due within 45 days of the start of grant
Benchmark Worksheet - Due within 45 days of the start of grant
Task Force Officer Training - Due within 120 days of award - (www.ctfli.org)

Office of Civil Rights Requirements:

- If applicable, complete an EEOC plan and submit to Office for Civil Rights, Office of Justice Program. Here is a helpful link: <http://ojp.gov/about/offices/ocr.htm>
- Annual completion of Civil Rights Training
[Link: http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx](http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx)

** Please note that ACJC will be unable to process any payments until the grant agreement has been fully executed.

If you have any questions please feel free to contact Michelle Neitch at 602-364-1557 or mneitch@azcjc.gov for clarification.



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

ACJC Grant Number DC-16-003
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 3rd day of June, 2015, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and COCHISE COUNTY, through Cochise County Sheriff's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2015 and terminate on June 30, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Cochise County Sheriff's Office
 205 Judd Dr
 Bisbee, Arizona 85603
 Attn: **Sheriff Mark Dannels**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	NOT APPROVED
Fringe Benefits (for salaries/overtime)*	\$50,029.00
Overtime	\$81,168.00
Professional & Outside/Consultant & Contractual Services	NOT APPROVED
Travel In-State	NOT APPROVED
Travel Out-of-State	NOT APPROVED
Confidential Funds	NOT APPROVED
Operating Expenses:	
Supplies	NOT APPROVED
Registration/Training	NOT APPROVED
Other	NOT APPROVED
Equipment	
Capital	NOT APPROVED
Noncapital	NOT APPROVED
TOTAL	\$131,197.00
Positions Funded:	
Overtime Only	
Equipment Type: NOT APPROVED	

*Reference the ACJC Grant Management Manual for definition of approved Fringe Benefit

6. The total to be paid by the COMMISSION under this Agreement shall not exceed \$52,479.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$45,919.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$32,799.00.
7. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds

are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
10. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
11. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

18. These reports are to be submitted according to the following schedule(s):

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

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

Additional reporting requirements may be required for GRANTEES who are considered high risk.

19. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
20. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
21. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
22. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
23. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
24. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
25. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.
26. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.
27. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award

recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.) Unless otherwise noted in the grant solicitation.

28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.
36. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for

bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://www.azcjc.gov/ACJC.Web/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

44. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.
45. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
46. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
47. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
48. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
49. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2013-DJ-BX-0049 and 2014-DJ-BX-1020 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

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

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

51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm
52. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf.
53. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
54. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
55. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days.
Link: <http://azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and

guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/aboutniem/grant-funding/Pages/implementation-guide.aspx>

57. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at:

Link: http://www.it.ojp.gov/gsp_grantcondition.

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.
68. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
69. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
70. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
71. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
72. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

73. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
74. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
75. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
76. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG, AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made. All Grants
2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
3. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that a task force member is replaced during the award period.
4. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
5. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
6. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g).

Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

- 11.** GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- 12.** Grant funds shall be used to reduce drug crimes in support of the Arizona 2012-2015 Drug, Gang, and Violent Crime Control State Strategy.

Authorized Official Initials: J.D.

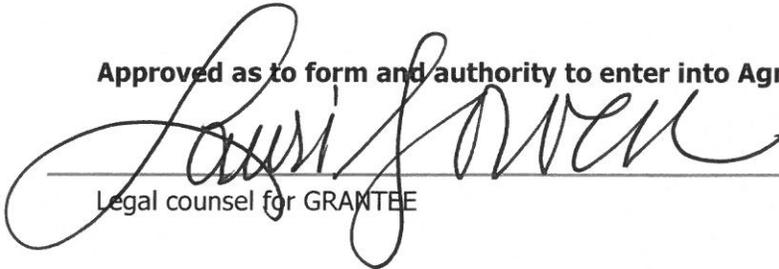
IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Board of Supervisors Chair Date

Pat Call, Cochise County Board of Supervisors Chair
Printed Name and Title

Approved as to form and authority to enter into Agreement:



Legal counsel for GRANTEE Date

Lauri Owen Deputy County Attorney
Printed Name and Title

Statutory or other legal authority to enter into Agreement:

ARS 11-952
Appropriate A.R.S., ordinance, or charter reference

FOR CRIMINAL JUSTICE COMMISSION:

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

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Date Prepared:

Point of Contact: Phone Number:

Department:

PRIMARY GRANT

Primary Grantor: CFDA:

Grant Title:

Grant Term From: To: Total Award Amount:

New Grant: Yes No Grant No.:

Amendment No.:

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

Strategic Plan: District: Mandated by Law? Yes No

Number of Positions Funded: Asset(s) Acquired:

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:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

County Subsidy (a) - (b):

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

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From: To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

County Subsidy (a) - (b):

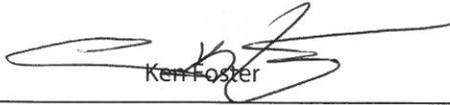
Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount or percentage allowed:

Is County match required? Yes No

County Match Source:

County match dollar amount or percentage:

Signature: 

Board Approval: _____

Date _____

[Print Form](#)

[Submit by Email to Finance](#)

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

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

Emergency Services

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Emergency Notification System IGA - Bisbee

Submitted By: Norm Sturm, Emergency Services

Department: Emergency Services

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

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

NAME of PRESENTER: Norm Sturm **TITLE of PRESENTER:** ES Coordinator

Docket Number (If applicable):

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

Information

Agenda Item Text:

Approve an Intergovernmental Agreement (IGA) to allow the City of Bisbee administrative access to the County's web-based Emergency Notification System (WENS) for the purpose of developing the database and initiating warnings to addresses within the City of Bisbee.

Background:

Cochise County subscribes to a web-based emergency notification system (WENS) for the primary purpose of alerting residents during emergencies where there is a life or health threat. The WENS system is capable of allowing municipalities within Cochise County limited administrative access to manage the program's database and initiate warnings to addresses within its jurisdiction. There are no extra costs associate with granting access to other entities. The Office of Emergency Services believes that there is significant benefit in granting access to local municipalities in that: 1) they will assume responsibility for building the system's database for their jurisdiction, and 2) they will assume responsibility for initiating local warnings within their jurisdiction. For county-wide consistency, use of the system is governed by this IGA and operating procedures. Cochise County maintains overall administrative control and access to the WENS system.

Department's Next Steps (if approved):

If approved final training on use of the WENS system will be provided to the Bisbee Police Department's dispatch staff. Once trained, Bisbee will begin managing and using the WENS system within their jurisdiction.

Impact of NOT Approving/Alternatives:

If not approved, Bisbee will not have internal use of the WENS system and will be dependent on the Sheriff's office dispatch for generating WENS emergency notifications for the City of Bisbee. Alternatively, Bisbee can purchase their own notification subscription.

To BOS Staff: Document Disposition/Follow-Up:

OES will need one copy to return to Bisbee for their records and one copy for OES files.

Attachments

Bisbee WENS IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COCHISE COUNTY AND CITY OF BISBEE
FOR SHARING OF THE
WIRELESS EMERGENCY NOTIFICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT dated May 5th, 2015 ("Agreement"), is made by and between COCHISE COUNTY, a political subdivision of the State of Arizona ("Cochise County") and CITY OF BISBEE, a political subdivision of the State of Arizona (City of Bisbee). Cochise County and City of Bisbee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cochise County pays the lease for and maintains the Wireless Emergency Notification System ("WENS"), a voice and text messaging service system that provides emergency notification alerts to members of the public of Cochise County who are registered in the system database to receive notifications via this service; and

WHEREAS, Cochise County wishes to share the WENS with other governmental public safety entities, which will ultimately enhance emergency response services within Cochise County and increase safety and wellbeing for a greater number of Cochise County residents; and

WHEREAS the Parties desire to cooperate and collaborate beyond statutory requirements to assure that disaster preparedness efforts are efficiently coordinated and effectively integrated within their jurisdictions; and

WHEREAS, the Parties have reached an agreement on the sharing of WENS and an understanding of the responsibilities of each Party in implementing this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") § 11-952;

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants, and agreements hereinafter set forth, hereby agree as follows:

ARTICLE 1. LICENSE AND SUPPORT

- A. Under this Agreement Cochise County agrees to provide City of Bisbee the following:
 - 1. A non-exclusive, non-transferable, non-sub licensable administrative access to use all messaging capabilities and databases within the WENS system for the purpose of notifying residents and businesses within their jurisdictional boundaries of immediate life and health threats.
 - 2. Two hours of consultation and training from Cochise County Public Safety staff on best practices and requirements for set-up, configuration, and use of WENS.

- B. Parties shall comply with all WENS policies and terms of use. Violation of this provision shall be grounds for Cochise County's immediate termination of this Agreement. If the Agreement is terminated pursuant to this section, Cochise County is indemnified as outlined in Article Four of this Agreement.

ARTICLE 2. INFORMATION CONTROL, RELEASE, AND ACCURACY

- A. The Parties agree that public notifications using WENS shall only be notification to the Party's residential base as follows:
 - 1. Public notifications using WENS shall only be sent to the residents and businesses within the agency's jurisdictional boundaries.
 - 2. Public notifications using WENS shall never be used for purposes other than emergency notifications or periodic tests.
 - 3. For purposes of this agreement, "emergency" is defined to mean "circumstances where residents' lives, health, and/or safety are at immediate and serious risk."
 - 4. Before City of Bisbee initiates a WENS public notification, City of Bisbee's agency head or designee shall determine, and document in writing, that an emergency exists, and then shall authorize an emergency notification.
 - 5. Violation of this provision shall be grounds for Cochise County's immediate termination of this Agreement. If the Agreement is terminated pursuant to this section, Cochise County is indemnified as outlined in Article Four of this Agreement.
 - 6. City of Bisbee may use WENS internally to send and receive messages between agency employees, and may conduct monthly test notifications, without violating this Agreement.

- B. City of Bisbee specifically disclaims any warranty concerning the functionality of the WENS System or its suitability for Cochise's purposes or systems.

C. Data in which third party copyright is in place or have other usage and distribution restrictions shall not be distributed via this Agreement. The Parties shall be responsible for removing any such information from data before it is supplied to the other Party.

D. Cochise County has, and shall retain, final decision-making authority regarding the use, of all data, contained in WENS. Cochise County shall also retain authority to authorize, modify, and veto proposals by City of Bisbee to issue informational and emergency alerts using WENS.

ARTICLE 3. FINANCIAL CONSIDERATIONS

A. Cochise County retains responsibility for the basic WENS subscription cost for participation in this Agreement. Nothing included in this Agreement requires either Party to fund the activities of the other Party. Upon termination of this Agreement, all data within the WENS database will remain the property of Cochise County.

B. This Agreement shall be subject to available funding, and nothing in this Agreement shall bind either party to expenditures in excess of funds appropriated and allocated for the purposes outlined in this Agreement.

C. City of Bisbee shall be solely responsible for any costs City of Bisbee causes to be incurred above the normal contract lease rate Cochise County pays for WENS.

D. The employees of each party to this Agreement will not for any purpose be considered employees or agents of the other party. Each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, direction, and control.

ARTICLE 4. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers 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 actions taken in performance of this Agreement, and including WENS failures, to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

ARTICLE 5. TERMINATION

This Agreement may be terminated for any reason by either Party upon thirty days written notice to the other Party. Upon termination of this agreement, either party may continue to contract with the WENS provider for services upon formation of a new contract binding only that party and the WENS direct provider.

ARTICLE 6. TERM

The term of this Agreement shall be for one year from the date of the last-signing party's signature, and for a period of nine years will automatically renew for an additional year twenty days before the scheduled end date, unless one party notifies the other at least thirty days before the end date of its intent to terminate the agreement. This agreement will terminate at the end of the ten-year period unless this agreement is amended in writing.

ARTICLE 7. MISCELLANEOUS PROVISIONS

A. NOTICES: All notices to the other Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to Cochise County: Lauri Owen, Civil Deputy County Attorney
Cochise County Attorney's Office
P.O. Drawer CA
Bisbee, Arizona 85603

If to City of Bisbee: City of Bisbee Attorney
118 Arizona Street
Bisbee, Arizona 85603

B. WAIVER OF TERMS AND CONDITIONS: The failure of Cochise County or City of Bisbee to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

C. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and County of Cochise.

D. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise, and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, either in whole or in part.

E. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

F. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

F. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

G. COMPLIANCE WITH CIVIL RIGHTS: The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

H. ARBITRATION: To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration.

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

J. COMPLIANCE WITH LAWS: The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder.

K. NO JOINT VENTURE: It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but

without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

L. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

M. AUDITS: Audits may be conducted at a time, mutually agreed upon, by any appropriate political subdivision or agency of Cochise County when required by applicable federal regulations. The parties further agree that all accounts, reports, files and other records relating to this agreement shall be kept for three (3) years after termination of this agreement and shall be open to reasonable inspection by the other party during that period.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

"City of Bisbee"
CITY OF BISBEE, a political
subdivision of the State of Arizona

"Cochise County"
COCHISE COUNTY, a political
subdivision of the State of Arizona

By: 
Ron Oertle, Mayor City of Bisbee

By: _____
Chairperson, Board of Supervisors

Dated: 05-18-15

Dated: _____

ATTEST:

ATTEST:


Clerk of the City of Bisbee

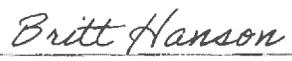
Clerk of the Board of Supervisors

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The attached Agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the each of the undersigned Attorneys who has independently determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to each of the above-identified parties.

SIGNATURE 
Cochise County Attorney

05/16/15
Date

SIGNATURE 
City of Bisbee Attorney

05/16/15
Date

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Adopt Revised Documentation Requirements for Wages Charged to Federal Programs Policy

Submitted By: Mike McGinnis, Finance

Department: Finance

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

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

NAME of PRESENTER: Jim Vlahovich **TITLE of PRESENTER:** County Administrator

Docket Number (If applicable):

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** Uniform Grant Guidance 2 C.F.R.

Information

Agenda Item Text:

Adopt Resolution 15-12 for the Cochise County Documentation Requirements for Wages charged to Federal Programs Policy and rescind Resolution 07-01.

Background:

This policy was originally adopted on January 2, 2007 with the OMB A-87 requirements which have now been superseded by OMB Uniform Grant Guidance (UGG) 2 C. F. R. We are submitting the revised policy with the new guidance notations. Per our state auditor's recommendation we are also changing the policy documentation frequency for 'employees who spend less than 100% of their time on one federal program' item 3, from each pay period to "at least monthly but preferably each pay period" to allow greater flexibility and less paperwork for departments. Revisions are highlighted in red.

Department's Next Steps (if approved):

We will post on the intranet in County Policies and distribute by email to County departments.

Impact of NOT Approving/Alternatives:

We will be out of compliance with new federal legislation, which will cause audit findings.

To BOS Staff: Document Disposition/Follow-Up:

Please forward recorded copy to Finance.

Attachments

Resolution

Policy Revised June 23, 2015

100% Wage Certification

Multiple Wage Documentation

RESOLUTION 15-_____

**RESCINDING RESOLUTION 07-01 AND ADOPTING A REVISED POLICY
FOR DOCUMENTATION REQUIREMENTS FOR WAGES CHARGED TO
FEDERAL PROGRAMS**

WHEREAS the Cochise County Board of Supervisors adopted Resolution 07-01 approving the Documentation Requirements for Wages Charged to Federal Programs Policy in 2007, which provides detailed requirements for documentation of wages on federal programs; and

WHEREAS Office of Budget and Management (OMB) A-87 provides for documentation requirements for wages charged to federal programs has been superseded by OMB Uniform Grant Guidance, 2 C.F.R; and

WHEREAS the existing policy needs to be updated and modified to meet current conditions,

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the Cochise County Board of Supervisors hereby adopts the attached Documentation Requirements for Wages Charged to Federal Programs Policy and rescinds Resolution 07-01.

PASSED AND ADOPTED this _____ day of _____ 2015.

Patrick Call, Chairman
Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt W. Hanson, Chief Civil
Deputy County Attorney

Documentation Requirements for Wages Charged to Federal Programs Policy

Purpose of this Policy: To ensure that County labor costs paid by federal funds are properly documented, easily audited, and fully supported as required by law.

(This website: https://www.whitehouse.gov/omb/grants_docs contains the actual guidelines, published by the United States Office of Management and Budget. This website contains complete, detailed information on federal regulations regarding costs charged to federal programs.)

Employees who spend 100% of their time on ONE federal program

- 1) Charges for wages must be supported by certifications that the employees worked solely on that program for the period covered by the certification.
- 2) Certifications must be prepared **quarterly**.
- 3) Certifications must be signed by the employee or supervisory official who has first hand knowledge of the work performed by the employee.
- 4) Certifications must be retained in the department's grant files, attached to copies of the related reimbursement requests sent to the grantor, and available for internal audit at any time.
- 5) All grant records, including payroll certifications, must be retained for an appropriate period of time, as specified in the records retention requirements of the grant contract.

See attached "Federal Program Certification", a sample form that satisfies these requirements.
(Microsoft Word document)

Employees who spend less than 100% of their time on one federal program

If an employee works on multiple federal programs, or a combination of federal and non-federal programs, then TIME DISTRIBUTION RECORDS are required by law. These records must show that the employee worked an appropriate number of hours on each federal program. If not, charges to the federal program must be reduced to reflect the actual time spent on that program.

Documentation must meet the following standards:

- 1) Show actual number of hours worked on each activity for which employee was paid
- 2) Show total number of hours for which the employee was paid.
- 3) Prepare this documentation **at least monthly but preferably each pay period**, and reconcile to total payroll hours
- 4) Type or legibly print name of employee and supervisor on the document
- 5) Get signature of employee and supervisor on the document
- 6) Retain in the department's grant files, attached to copies of the related reimbursement requests sent to the grantor, and available for internal audit at any time.
- 7) All grant records, including time distribution records, must be retained for an appropriate period of time, as specified in the records retention requirements of the grant contract.

See attached "Time Distribution Record", a sample form that satisfies these requirements
(Microsoft Excel spreadsheet)

Federal matching programs

Some federal programs require the County to “match” federal costs with County costs. Labor costs used to meet such “matching” requirements must be documented and supported exactly the same as labor costs paid by federal funds. See the requirements above.

Construction Contractors

Construction Contractors must comply with the Davis Bacon Act, and the County must monitor their compliance ***while the construction contract work is being performed.***

One requirement of the Davis Bacon Act is that the contractor must submit weekly certified payrolls to the County, and the County must retain the certified payrolls for an appropriate period of time as specified in the records retention requirements of the federal grant contract.

Certified payrolls must be retained in the department’s grant files, attached to copies of the related reimbursement requests sent to the grantor. Grant files should be labeled prominently so as to be easily located by anyone in the office, and should be available for internal audit at any time

Complete details of the Davis Bacon Act, as it relates to contractors’ weekly certified payrolls, can be found at this U.S. Dept of Labor website:

<http://www.dol.gov/whd/govcontracts/dbra.htm>

FEDERAL PROGRAM CERTIFICATION

Per Cochise County Policy Documentation Requirements for Wages Charged to Federal Programs.

I _____, _____ of
Supervisory Official (Print or Type) Title (Print or Type)

_____ certify that _____
Agency (Print or Type) Employee (Print or Type)

Worked solely on the _____ Federal Program

for the time period of _____ through _____.

This is the same time period that we are requesting reimbursement for.

I have first hand knowledge of the work performed by the above mentioned employee.

Name (Print or Type) _____ Date _____

Signature _____ Title _____

FY15/16 Time Distribution Record for: Jane Smith

PAYROLL HOURS

Cumulative % To Date

PP Ending	GF	BT	Other worked time	Vac/Sick Hol/Comp /etc.	Hours this pay period	Budget = 25% GF	Budget = 75% BT	Other worked time
1-Jul				80.0	80.0			
15-Jul	24.0	56.0			80.0	30.00%	70.00%	
29-Jul	8.0	72.0			80.0	20.00%	80.00%	
12-Aug						20.00%	80.00%	
26-Aug	32.0	38.0		10.0	80.0	27.83%	72.17%	
9-Sep						27.83%	72.17%	
23-Sep		80.0			80.0	20.65%	79.35%	
7-Oct	80.0				80.0	36.92%	63.08%	
21-Oct			80.0		80.0	30.64%	52.34%	17.02%
4-Nov	56.0	24.0			80.0	36.36%	49.09%	14.55%
18-Nov						36.36%	49.09%	14.55%
2-Dec	16.0	64.0			80.0	34.29%	53.02%	12.70%
16-Dec				80.0	80.0	34.29%	53.02%	12.70%
30-Dec				80.0	80.0	34.29%	53.02%	12.70%
13-Jan	30.5	36.5			67.0	35.37%	53.16%	11.48%
27-Jan	80.0				80.0	42.02%	47.68%	10.30%
10-Feb		80.0			80.0	38.10%	52.57%	9.33%
24-Feb			80.0		80.0	34.85%	48.08%	17.08%
10-Mar						34.85%	48.08%	17.08%
24-Mar	20.0	50.0	10.0		80.0	34.07%	49.21%	16.72%
7-Apr	25.0	42.0		13.0	80.0	34.27%	50.05%	15.68%
21-Apr						34.27%	50.05%	15.68%
5-May	40.0		40.0		80.0	35.35%	46.61%	18.04%
19-May	30.5	25.5			56.0	36.23%	46.56%	17.21%
2-Jun		80.0			80.0	34.00%	49.85%	16.15%
16-Jun	35.5	44.5			80.0	34.60%	50.18%	15.22%
30-Jun	10.5	59.5	10.0		80.0	33.42%	51.51%	15.07%
Totals	488.0	752.0	220.0	263.0	1,723.0			

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Adopt Revised documentation Requirements for Wages Charged to State Programs Policy

Submitted By: Mike McGinnis, Finance

Department: Finance

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

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

NAME of PRESENTER: Jim Vlahovich **TITLE of PRESENTER:** County Administrator

Docket Number (If applicable):

Mandated Function?: Local Mandate or Policy **Source of Mandate or Basis for Support?:** Generally Accepted Accounting Principles

Information

Agenda Item Text:

Adopt Resolution 15-13 for the Cochise County Documentation Requirements for Wages Charged to State Programs Policy and rescind Resolution 08-10.

Background:

This policy was originally adopted on February 12, 2008. Per our state auditor's recommendation we are changing the policy documentation frequency for "employees who spend less than 100% of their time on one state program" item 3, from each pay period to "at least monthly but preferably each pay period" to allow greater flexibility and less paperwork for departments. Revisions have been high-lighted in red.

Department's Next Steps (if approved):

We will post policy in County Policies on the intranet and distribute to County departments via email.

Impact of NOT Approving/Alternatives:

We will be out of compliance with auditor's recommendations and out of sync with the federal policy requirements.

To BOS Staff: Document Disposition/Follow-Up:

Please forward a recorded copy to Finance.

Attachments

Resolution

Policy Revised June 23, 2015

100% Wage Certification

Multiple Wage Distribution

RESOLUTION 15-____

**RESCINDING RESOLUTION 08-10 AND APPROVING A REVISED
POLICY FOR REQUIRED DOCUMENTATION ON ALL WAGES
CHARGED TO STATE PROGRAMS**

WHEREAS, the Cochise County Board of Supervisors adopted the current Documentation Requirements for Wages Charged to State Programs Policy on February 12, 2008 which provides detailed requirements for documenting wages on state programs; and

WHEREAS, the existing policy needs to be updated and modified to reflect current conditions and the same documentation frequency required on federal programs,

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the Cochise County Board of Supervisors hereby adopts the attached policy on Documentation Requirements for Wages Charged to State Programs and rescinds Resolution 08-10.

PASSED AND ADOPTED this _____ day of _____ 2015.

Patrick Call, Chairman
Board of Supervisors

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:

Britt Hanson

Britt W. Hanson, Chief Civil
Deputy County Attorney

Cochise County Policy

Cochise County Documentation Requirements for Wages Charged to State Funded Programs Policy

Purpose of this Policy: To ensure that County labor costs paid by State funds are properly documented, easily audited, and fully supported as required by auditors.

Every state grant must be formally approved by the Board of Supervisors before the grant is accepted by anyone representing the County. A written agreement between the State funding agency and the County shall be signed by authorized representatives of the State and County.

The agreement should clearly state the requirements and obligations of both parties. A complete copy of the signed agreement must be forwarded to the County Finance department. Another complete copy must be retained in the department that will be receiving the funds.

The department that receives the State funds is responsible for compliance with all terms of the agreement, and for proper accounting of all revenue and expenditures related to the State funds.

Accurate charging of labor costs to State grants is a sensitive issue that requires special attention. Guidelines below will help to ensure that labor costs are accurately charged, and sufficiently documented.

Employees who spend 100% of their time on ONE State program

- 1) Charges for wages must be supported by certifications that the employees worked solely on that program for the period covered by the certification.
- 2) Certifications must be prepared quarterly.
- 3) Certifications must be signed by the employee or supervisory official who has first hand knowledge of the work performed by the employee.
- 4) Certifications must be retained in the department's grant files, attached to copies of the related reimbursement requests sent to the grantor, and available for internal audit at any time.
- 5) All grant records, including payroll certifications, must be retained for an appropriate period of time, as specified in the records retention requirements of the grant contract.

See attached "Program Certification STATE", a sample form that satisfies these requirements. (Microsoft Word document)

Employees who spend less than 100% of their time on one State program

If an employee works on multiple State programs, or a combination of State and non-State programs, then TIME DISTRIBUTION RECORDS are required by law. These records must show that the employee worked an appropriate number of hours on each State program. If not, charges to the State program must be reduced to reflect the actual time spent on that program.

Documentation must meet the following standards:

- 1) Show actual number of hours worked on each activity for which employee was paid
- 2) Show total number of hours for which the employee was paid.

Cochise County Policy, continued

- 3) Prepare this documentation **at least monthly but preferably** each pay period, and reconcile to total payroll hours
- 4) Type or legibly print name of employee and supervisor on the document
- 5) Get signature of employee and supervisor on the document
- 6) Retain in the department's grant files, attached to copies of the related reimbursement requests sent to the grantor, and available for internal audit at any time.
- 7) All grant records, including time distribution records, must be retained for an appropriate period of time, as specified in the records retention requirements of the grant contract.

See attached "Time Distribution Record", a sample form that satisfies these requirements (Microsoft Excel spreadsheet)

State matching programs

Some State programs require the County to "match" State costs with County costs. Labor costs used to meet such "matching" requirements must be documented and supported exactly the same as labor costs paid by State funds. See the requirements above.

STATE PROGRAM CERTIFICATION

I _____, _____ of
Supervisory Official (Print or Type) Title (Print or Type)

_____ certify that _____
Agency (Print or Type) Employee (Print or Type)

Worked **solely** on the _____ State Program
for the time period of _____ through _____.

This is the same time period that we are requesting reimbursement for.

I have first hand knowledge of the work performed by the above mentioned employee.

Name (Print or Type) _____ Date _____

Signature _____ Title _____

PAYROLL HOURS

Cumulative % To Date

PP Ending	Activity A	Activity B	Activity C	Activity D	Activity E	OTHER worked time	Vac/Sick Hol/Comp /etc.	Total Hours Each Period	Budget = 10%	Budget = 15%	Budget = 5%	Budget = 20%	Budget = 15%	Other worked time
									Activity A	Activity B	Activity C	Activity D	Activity E	
07/01/06	16.00	16.00		32.00	-	8.00	8.00	80.00	22.22%	22.22%		44.44%		11.11%
07/15/06	19.00	1.00			20.00	-	40.00	80.00	31.25%	15.18%		28.57%	17.86%	7.14%
07/29/06	24.50		12.50	7.50	35.50	-		80.00	30.99%	8.85%	6.51%	20.57%	28.91%	4.17%
08/12/06								-	30.99%	8.85%	6.51%	20.57%	28.91%	4.17%
08/26/06	8.00		25.00		30.00	-	17.00	80.00	26.47%	6.67%	14.71%	15.49%	33.53%	3.14%
09/09/06								-	26.47%	6.67%	14.71%	15.49%	33.53%	3.14%
09/23/06	-				35.50	44.50		80.00	20.15%	5.07%	11.19%	11.79%	36.12%	15.67%
10/07/06	45.00		31.00		4.00	-		80.00	27.11%	4.10%	16.51%	9.52%	30.12%	12.65%
10/21/06	-	25.50	35.50	10.00	-	9.00		80.00	22.73%	8.59%	21.01%	10.00%	25.25%	12.42%
11/04/06	36.50		9.00		28.50	6.00		80.00	25.91%	7.39%	19.65%	8.61%	26.70%	11.74%
11/18/06								-	25.91%	7.39%	19.65%	8.61%	26.70%	11.74%
12/02/06	9.00			54.00	17.00	-		80.00	24.12%	6.49%	17.25%	15.80%	26.03%	10.31%
12/16/06	-	80.00			-	-		80.00	21.50%	16.67%	15.37%	14.08%	23.20%	9.18%
12/30/06		80.00						80.00	19.39%	24.85%	13.87%	12.70%	20.92%	8.28%
01/13/07	18.00				18.50	43.50		80.00	19.66%	22.63%	12.63%	11.56%	21.12%	12.40%
01/27/07	27.50		18.00		34.50			80.00	20.87%	20.77%	13.44%	10.62%	22.92%	11.38%
02/10/07		18.00	9.50	18.50	9.50	24.50		80.00	19.29%	20.90%	13.32%	11.56%	22.09%	12.84%
02/24/07					30.00	50.00		80.00	17.93%	19.43%	12.38%	10.75%	23.17%	16.34%
03/10/07								-	17.93%	19.43%	12.38%	10.75%	23.17%	16.34%
03/24/07	17.00				40.00	13.00	10.00	80.00	18.30%	18.30%	11.66%	10.12%	25.15%	16.47%
04/07/07	20.50				23.50	12.00	24.00	80.00	19.11%	17.49%	11.14%	9.67%	25.89%	16.69%

FY 06/07 Time Distribution Record for:

Jane Smith

PAYROLL HOURS

Cumulative % To Date

PP Ending	Activity A	Activity B	Activity C	Activity D	Activity E	OTHER worked time	Vac/Sick Hol/Comp /etc.	Total Hours Each Period
04/21/07	10.50	10.00	12.50	17.00	15.00	15.00		80.00
05/05/07	40.00				20.00	20.00		80.00
05/19/07	30.00				20.00	30.00		80.00
06/02/07	10.00	15.00	12.50	12.50	30.00	-		80.00
06/16/07	40.00		40.00					80.00
06/30/07				20.00	20.00	40.00		80.00
								-
Totals	371.50	245.50	205.50	171.50	431.50	315.50	99.00	1,840.00

Budget = 10% Activity A	Budget = 15% Activity B	Budget = 5% Activity C	Budget = 20% Activity D	Budget = 15% Activity E	Other worked time
18.75%	17.19%	11.41%	10.37%	25.47%	16.82%
20.51%	16.22%	10.77%	9.78%	25.44%	17.28%
21.42%	15.36%	10.19%	9.26%	25.42%	18.35%
20.97%	15.53%	10.47%	9.58%	26.03%	17.43%
22.37%	14.78%	12.37%	9.12%	24.77%	16.59%
21.34%	14.10%	11.80%	9.85%	24.78%	18.12%
21.34%	14.10%	11.80%	9.85%	24.78%	18.12%
21.34%	14.10%	11.80%	9.85%	24.78%	18.12%

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Demands

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

**# of ORIGINALS
Submitted for Signature:**

**NAME
of PRESENTER:** n/a

**TITLE
of PRESENTER:** n/a

Mandated Function?:

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

Information

Agenda Item Text:

Approve demands and budget amendments for operating transfers.

Background:

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

Department's Next Steps (if approved):

Return to Finance after BOS approval.

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

Return to Finance after BOS approval.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

No file(s) attached.

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015
Approve excess payment to Public Safety Retirement System
Submitted By: Mike McGinnis, Finance
Department: Finance
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 2
TITLE of PRESENTER: County Administrator
Source of Mandate or Basis for Support?:

NAME of PRESENTER: Jim Vlahovich
Mandated Function?: Not Mandated

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a \$1,000,000 excess payment to the Public Safety Personnel Retirement System for Fiscal Year 2014-15.

Background:

The PSPRS was set up so that each active deputy in Cochise County would pay a constant percentage of salary for retirement. The County would be required to pay any additional amount required to keep the system solvent. The County's current rate of 39.69% will increase to 51.39% for FY 15/16. This amount has increased in part due to current retirees and the amount of unfunded liability. The system required a COLA be paid to retirees in any year the system earns more than 9%, even if there have been large deficits in prior years that have not been recouped. The County has a current unfunded liability in excess of \$28 million which will continue to increase unless specific steps are taken to pay down the unfunded liability. Making an excess payment will save substantial dollars in the long run.

We have capacity in the expenditure limitation for FY 14/15 and may not have capacity for FY 15/16, so we are requesting making a second, \$1,000,000 excess payment this fiscal year, to be paid before 6/30/15.

Department's Next Steps (if approved):

Finance staff will prepare payment to the PSPRS prior to 6/30/15.

Impact of NOT Approving/Alternatives:

The PRPRS rates and the unfunded liability for Cochise County will continue to increase year after year.

To BOS Staff: Document Disposition/Follow-Up:

Please notify Finance when this item has been approved.

Budget Information

Information about available funds

Budgeted: **Funds Available:** **Amount Available:** \$1,000,000
Unbudgeted: **Funds NOT Available:** **Amendment:**

Account Code(s) for Available Funds

1: 100-1400-402.200

Fund Transfers

Fiscal Year: FY14/15

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

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

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

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

Source of Funding?: G/F Cash Carry Forward

Fiscal Impact & Funding Sources (if known):

This payment, if approved, would come from the general fund cash carry forward.



Cochise County, Arizona
Public Safety Pension
Funding Strategies ⁽¹⁾

Funding Strategy	Date Accrued Liability Is Fully Funded ⁽²⁾	Years Until Accrued Liability is Fully Funded ⁽²⁾	Payments in Addition to Requirement ⁽³⁾	Total Payments Required for Full Funding ⁽⁴⁾	Savings ⁽⁵⁾
Annual Funding (as per Actuarial Report) ("Base Case")	7/1/2036	22	\$0	\$64,901,219	-
Semi-annual Funding	7/1/2037	23	0	67,813,542	-\$2,912,323
Quarterly Funding	1/1/2038	24	0	69,362,507	-4,461,289
Monthly Funding	5/1/2038	24	0	70,432,431	-5,531,212
Base Case + Additional \$250M per Year for 2 Years	7/1/2036	22	500,000	63,045,665	1,855,554
Base Case + Additional \$500M per Year for 2 Years	7/1/2035	21	1,000,000	61,338,597	3,562,621
Base Case + Additional \$750M per Year for 2 Years	7/1/2035	21	1,500,000	59,654,495	5,246,723
Base Case + Additional \$1MM per Year for 2 Years	7/1/2034	20	2,000,000	58,124,637	6,776,582
Base Case + Additional \$2MM per Year for 2 Years	7/1/2032	18	4,000,000	52,598,911	12,302,308
Base Case + Additional \$3MM per Year for 2 Years	7/1/2030	16	6,000,000	48,073,423	16,827,796
Base Case + Additional \$4MM per Year for 2 Years	7/1/2028	14	8,000,000	44,348,713	20,552,506
Base Case + Additional \$5MM per Year for 2 Years	7/1/2027	13	10,000,000	41,349,458	23,551,761
Base Case + Additional \$250M per Year until Fully Funded ⁽⁶⁾	7/1/2033	19	4,500,000	58,037,414	6,863,805
Base Case + Additional \$500M per Year until Fully Funded ⁽⁶⁾	7/1/2031	17	8,000,000	53,220,712	11,680,507
Base Case + Additional \$750M per Year until Fully Funded ⁽⁶⁾	7/1/2029	15	10,500,000	49,674,136	15,227,082
Base Case + Additional \$1MM per Year until Fully Funded ⁽⁶⁾	7/1/2028	14	13,000,000	46,981,883	17,919,336
Base Case + Additional \$2MM per Year until Fully Funded ⁽⁶⁾	7/1/2024	10	18,000,000	40,762,526	24,138,692

Footnotes

- ⁽¹⁾ Based on 6/30/2014 actuarial valuation of Cochise County Sheriff's Dept. by Gabriel Roeder Smith & Company. Analysis is preliminary and for discussion purposes only. GRS assumptions are: \$4,989,381 initial payroll, 7.85% investment rate, 39.39% of payroll contributed to plan and 4.00% annual payroll increase.
- ⁽²⁾ Date is indicative of period in which liability is either perfectly funded or rounded to the period thereafter when over funded.
- ⁽³⁾ Assumes additional payments begin on 7/1/2015.
- ⁽⁴⁾ Includes Additional Payment, if any.
- ⁽⁵⁾ The future value difference in total payments from indicated scenario and base case scenario.
- ⁽⁶⁾ If Additional payment creates an overpayment in final year, then it is omitted in that year.



Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015
Request for General Fund Contingency Funds
Submitted By: Amy Hunley, Indigent Defense
Department: Indigent Defense
Presentation: No A/V Presentation
Document Signatures: BOS Signature NOT Required

Recommendation: Approve
of ORIGINALS Submitted for Signature: 0
TITLE of PRESENTER: County Administrator
Source of Mandate or Basis for Support?:

NAME of PRESENTER: James Vlahovich
Mandated Function?: Federal or State Mandate

Docket Number (If applicable):

Information

Agenda Item Text:

Approve the transfer of funds in the amount of \$100,000 from the General Fund Contingency Account to Indigent Defense Coordinator (IDC) budget accounts.

Background:

IDC is requesting contingency funds in the amount of \$100,000 for its projected FY14/15 budget shortfall. This shortfall is attributable to expenses incurred in murder cases. Please see the attached Memorandum for additional information.

Department's Next Steps (if approved):

If approved, IDC will be able to pay court-appointed attorneys' fees and case-related costs for the remainder of FY14/15.

Impact of NOT Approving/Alternatives:

If not approved, IDC will be unable to pay court-appointed attorneys' fees and case-related costs for the remainder of FY14/15.

To BOS Staff: Document Disposition/Follow-Up:

If approved, please notify Mike McGinnis, Budget Manager, so the funds can be transferred to the IDC budget.

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: FY14/15

One-time Fixed Costs? (\$\$\$): \$100,000

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

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

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

Source of Funding?: General Fund Contingency

Fiscal Impact & Funding Sources (if known):

This is a request for a one-time transfer of \$100,000 from the General Fund Contingency to the IDC budget to cover the projected FY14/15 IDC budget shortfall caused by murder case expenses.

Attachments

IDC Contingency Fund Request





Cochise County Indigent Defense Coordinator

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

AMY HUNLEY
Indigent Defense Administrator

MEMORANDUM

Date: June 12, 2015
To: Board of Supervisors
James Vlahovich, County Administrator
From: Amy Hunley, Indigent Defense Administrator
Subject: IDC Request for General Fund Contingency Transfer

IDC is requesting contingency funds in the amount of \$100,000 for its projected FY14/15 budget shortfall. Based on year-to-date expenses, IDC anticipates a shortfall of approximately \$93,600 after vacancy savings transfers from the Public Defender and Legal Defender. Attachment A contains FY14/15 budget projections for the Indigent Defense Coordinator, Public Defender and Legal Defender budgets, and Attachment B contains IDC's FY14/15 budget projection.

IDC's budget shortfall is due to expenses in one capital murder case and eight non-capital murder cases assigned to private attorneys due to conflicts in the Public Defender and Legal Defender offices. In FY14/15 to date, IDC expended over \$275,000 in attorneys' fees and related costs for murder cases, including trial expenses for four of the cases.

IDC anticipates reduced costs in FY15/16 as the capital murder case and five of the non-capital murder cases assigned to private attorneys have been resolved.

Attachments

Old Bisbee High School, 3rd Floor
Mailing Address: 1415 Melody Lane
Bisbee, Arizona 85603
520-432-9800
520-432-8461 fax
ahunley@cochise.az.gov

INDIGENT DEFENSE BUDGET

FY14/15 BUDGET PROJECTED THROUGH JUNE 2015								
<i>Description</i>	<i>Adopted Budget</i>	<i>Actual Expenses through 5/31/15</i>	<i>Projected Expenses through 6/30/15</i>	<i>Budget Less Projected Expenses</i>	<i>FY13/14 Adopted Budget</i>	<i>FY13/14 Total Expenses</i>	<i>FY12/13 Adopted Budget</i>	<i>FY12/13 Total Expenses</i>
Indigent Defense Coordinator	\$1,032,207	\$1,063,653	\$1,224,660	-\$192,453	\$1,019,562	\$1,203,264	\$1,002,709	\$1,289,467
Public Defender	\$1,418,742	\$1,209,187	\$1,349,892	\$68,850	\$1,428,613	\$1,280,374	\$1,423,533	\$1,259,343
Legal Defender	\$895,032	\$781,783	\$865,032	\$30,000	\$897,624	\$897,489	\$887,348	\$891,713
TOTALS	\$3,345,981	\$3,054,623	\$3,439,584	-\$93,603	\$3,345,799	\$3,381,127	\$3,313,590	\$3,440,523
TOTAL FY13/14 & FY12/13 INDIGENT DEFENSE BUDGET LESS EXPENSES					-\$35,328		-\$126,933	

FY14/15 SALARY/VACANCY SAVINGS (Included in IDC/PD/LD Budget Projections)		
	Salary Savings	Vacancy Savings
Indigent Defense Coordinator	\$ -	\$ -
Public Defender	\$ (6,000)	\$ 19,000
Legal Defender	\$ -	\$ 48,000
TOTALS	\$ (6,000)	\$ 67,000

FY14/15 REVENUE* (General Fund Deposits not Included in IDC/PD/LD Budgets)	
PROJECTED Attorneys' Fees Collected by Courts <i>Actual July-May 2015 Amount: \$47,951 (PD Revenue)</i>	\$62,000
PROJECTED Salary Reimbursement from FTG Grant funds <i>PD Paralegal Amount: \$24,730 (PD Revenue)</i> <i>LD Investigator Amount: \$33,178 (Paid directly from Grant)</i>	\$57,908
TOTAL PROJECTED REVENUE	\$119,908

*Revenue figures are provided for informational purposes only as those monies are deposited to the General Fund and are not available for use by the departments.

INDIGENT DEFENSE COORDINATOR BUDGET

Description	FY14/15				FY13/14		FY12/13	
	Adopted Budget	Actual Expenses 5/31/15	Projected Expenses through 6/30/15	Budget Less Projected Expenses	Adopted Budget	Year End Expenses 6/30/14	Adopted Budget	Year End Expenses 6/30/13
Administrative Expenses (including Salaries/Benefits)	\$ 119,815	\$ 105,186	\$ 116,660	\$ 3,155	\$ 118,491	\$ 118,926	\$ 122,638	\$ 113,478
Psychological Evaluations	\$ 4,071	\$ -	\$ -	\$ 4,071	\$ 4,071	\$ 13,900	\$ 4,071	\$ 4,875
Rule 11 Examinations	\$ 35,000	\$ 18,338	\$ 28,000	\$ 7,000	\$ 35,000	\$ 22,640	\$ 14,000	\$ 28,575
Court Investigator Fees	\$ 5,000	\$ 40,178	\$ 45,000	\$ (40,000)	\$ 5,000	\$ 30,528	\$ 5,000	\$ 19,452
Witness Fees	\$ 21,321	\$ 40,348	\$ 50,000	\$ (28,679)	\$ 10,000	\$ 69,832	\$ 10,000	\$ 90,158
Juvenile Indigent Defense	\$ 228,500	\$ 220,140	\$ 275,000	\$ (46,500)	\$ 228,500	\$ 344,326	\$ 228,500	\$ 344,173
Adult Indigent Defense	\$ 618,500	\$ 639,463	\$ 710,000	\$ (91,500)	\$ 618,500	\$ 603,112	\$ 618,500	\$ 688,755
TOTAL	\$ 1,032,207	\$ 1,063,653	\$ 1,224,660	\$ (192,453)	\$ 1,019,562	\$ 1,203,264	\$ 1,002,709	\$ 1,289,467
IDC BUDGET SHORTFALL - FY13/14 and FY12/13					(\$183,702)		(\$286,758)	
Transfers from PD and Contingency Funds					\$182,000		\$348,360	
<i>FY13/14: \$100,000 contingency funds, \$82,000 PD</i>								
<i>FY12/13: \$280,000 contingency funds, \$68,360 PD</i>								

FY14/15 expenses for Adult Indigent Defense, Court Investigator Fees and Witness Fees include over \$275,000 for expenses incurred in 1 capital and 8 non-capital murder cases. Trials were held in 4 of the non-capital murder cases between July 2014 and March 2015. The cases are assigned to private attorneys due to conflicts in the Public and Legal Defender offices.

Juvenile Indigent Defense expenses consist of attorneys' fees and costs for juvenile delinquency, dependency and severance cases, with the majority of the expenses attributable to dependency cases. Dependency cases typically remain open and active for several years before being resolved, so expenses include payments for new cases as well as for cases assigned in previous fiscal years.

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015
 Z-02-13B (Bowie Power Station) 2015 extension request
Submitted By: Jesse Drake, Community Development
Department: Community Development **Division:** Planning & Zoning
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Jesse Drake **TITLE of PRESENTER:** Planner II
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**
Docket Number (If applicable): Z-02-13B (Bowie Power Station) 2015 extension request

Information

Agenda Item Text:

Adopt Resolution 15-14 a modification of the stipulation to extend the rezoning deadline an additional five years from December 31, 2015 to December 31, 2020, for the Heavy Industrial (HI) and R-36, one dwelling per 36,000 square feet, zoned properties at the proposed Bowie Power Station site north of Bowie, Arizona.

Background:

MEMORANDUM

TO: Cochise County Board of Supervisors
FROM: Jesse Drake, Planner II
FOR: Mary Gomez, Interim Planning Director
SUBJECT: Docket Z-02-13B (Bowie Power Station) 2015 extension request
DATE: June 10, 2015 for the June 23, 2015 Meeting

REQUEST FOR A REZONING EXTENSION

The Applicant is requesting a modification of the stipulation to extend the rezoning deadline an additional five years, to December 31, 2020, for the HI (Heavy Industrial) and R-36 (one dwelling per 36,000 square feet) zoned properties at the proposed Bowie Power Station site north of Bowie, Arizona. The current re-zoning approval is due to expire on December 31, 2015. The subject parcels, APN 301-04-033G and 301-04-033H are located at 10248 N. Highway 191, Elfrida, AZ. The site, APN 301-04-033G and APN 301-04-033H, is further described as being situated in Sections 28 and 29, Township 12 South, Range 28 East in Cochise County. The applicant is SouthWestern Power Group, II (SWPG).

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

Parcel Size: 703 acres
 Zoning: HI and RU-36
 Growth Area: Category D
 Comprehensive Plan Designation: Rural
 Area Plan: None
 Existing Uses: Vacant land
 Proposed Uses: Electric Power Generating Station and Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	Agricultural
South	RU-4/RU-36/HI	Vacant
East	RU-4	Agricultural

II. NATURE OF REQUEST

The SouthWestern Power Group II (SWPG) owns approximately 1619 acres north of the Town of Bowie, Arizona. In September 2002 the Planning and Zoning Commission granted a conditional Special Use (SU-02-08) to authorize an electric power generating station on roughly a 260-acre development site for the Bowie Power Station electric generating station. Later that month the Board of Supervisors granted a conditional rezoning (Z-02-13) that permitted 260 acres to be rezoned to HI (Heavy Industrial) for the power plant site, and an additional 443 acres to be rezoned to RU-36 (one dwelling per 36,000 square feet) as a buffer zone for the power plant. The Special Use permit authorization runs with the land and does not expire, but the rezoning had an expiration date of September 2007 and was subject to a stipulation the required substantial progress on construction of the power plant within five years.

Due to declines in the economy and utility market, construction was delayed, so in September 2007 SouthWestern Power Group requested a modification of the stipulation to extend of the rezoning deadline for substantial construction to December 2010. This extension was granted by the Board in September 2007 (Z-02-13A).

Two years later, in November 2009, with the economic recession continuing, the Board of Supervisors granted a second modification (Z-02-13A) to the stipulation, granting an additional five years for substantial progress on construction, extending the deadline to December 2015.

Approximately a year after the Board's 2009 approval of the time extension the Arizona Corporation Commission (ACC) approved a ten-year extension to the Certificate of Environmental Compatibility for the power station, so the Certificate of Environmental Compatibility for the Bowie Power Station, Decision No. 71951 (attached) does not expire until December 31, 2020.

From the onset SouthWestern Power Group has maintained consistency between the zoning deadlines and the expiration of the Arizona Corporation Commission's Certificate of Environmental Compatibility. The current request, received on May 21, 2015, for a third modification of the zoning stipulation to extend the deadline to December 31, 2020, will keep the CEC and zoning expiration dates consistent.

SouthWestern Power Group has continued to work on completing entitlements for the power station development including securing easements and crossing permits for the associated underground gas line and overhead transmission line. Most recently, the air quality permit for the power station was renewed by the Arizona Department of Environmental Quality (ADEQ). With the recently proposed new rules from the Environmental Protection Agency (EPA) under the Clean Air Act, Arizona will need to achieve a 52% reduction in carbon dioxide emissions by 2030, with seventy percent of that goal to be met by 2020. If made final, these rules would require the decommissioning of coal-fired electrical plants in the state by 2020 and replace them with less polluting sources, such as the gas-fired units planned for the Bowie Power Station.

II. PUBLIC COMMENT

The applicant mailed notices to neighboring property owners within one mile of the subject property and staff mailed letters to property owners within one mile of the subject property. The Applicant received three letters in support; however in response to the County mailings, the Planning Department received no responses.

III. SUMMARY AND CONCLUSION

The Applicant is requesting a modification of the stipulation to extend of the rezoning deadline an additional five years, to December 31, 2020, for the HI (Heavy Industrial) and R-36 (one dwelling per 36,000 square feet) zoned properties at the proposed Bowie Power Station.

Factors in Favor of Approving the Rezoning Modification

1. The power station will provide economic benefits to the area through job creation during and after construction and an increase in tax revenues;
2. The site is adjacent to a railway.
3. The site is located in a low population density area;
4. The project is compatible with the purposes of both the HI and RU-36 zoning districts;
5. Natural gas-fired generation plants are cleaner and more efficient than coal-fired plants;
6. Arizona Corporation Commission (ACC) approved a ten-year extension to the Certificate of Environmental Compatibility;
7. The Arizona Department of Environmental Quality has renewed the air quality permit for the power station; and
8. Three letters in support have been received.

Factors Against Allowing the Rezoning Modification

1. The project will reduce agricultural production in the area.

IV. RECOMMENDATION

Based on the Factors in Favor of Approval staff recommends **Approval** of the request to modify Condition 1 for Z-02-13A to extend the deadline to December 31, 2020; with the Conditions of the rezoning and the Conditions of the Special Use (SU-02-08) to remain in effect.

V. ATTACHMENTS

- A.Extension request letter
- B.Location Map
- C.Arizona Corporation Commission Decision No. 71951
- D.Implications of EPA's Clean Power Plan for U.S. Power Plants (provided by applicant)
- E.Agency comments
- F.Public comments

Department's Next Steps (if approved):

If approved the Board of Supervisors will sign the Resolution to modify the condition of rezoning to extend the deadline to December 31, 2020.

Impact of NOT Approving/Alternatives:

If not approved the zoning authorization for the Bowie Power Station will expire on December 31, 2015.

To BOS Staff: Document Disposition/Follow-Up:

The Clerk of the Board will record the Resolution and send a copy of the recorded Resolution to the Planning Department.

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

[Extension request letter](#)

[Location Map](#)

[ACC Docket 71951](#)

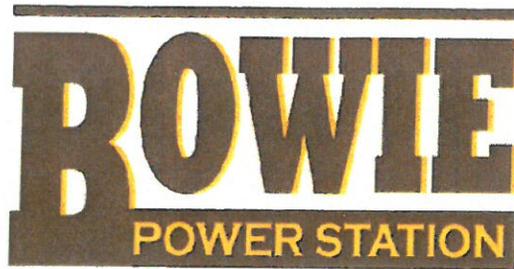
[Implications of EPAs Clean Power Plan](#)

[Right of Way Memo](#)

[Support letters](#)

[Resolution](#)

[Memo Z-02-13B](#)



COCHISE COUNTY

MAY 27 2015

PLANNING

May 21, 2015

VIA CERTIFIED MAIL

Ms. Beverly Wilson, Director
Cochise County Community Development Department
1415 Melody Lane, Building E
Bisbee, AZ 85603

Re: Request for Bowie Power Station Zoning Time Extension (Z-02-13A);
Tax Parcels 301-04-033G and 033H

Dear Ms. Wilson:

As you know, SouthWestern Power Group, II (SWPG) owns approximately 1619 acres located north of the town of Bowie. A portion of that property, roughly 703 acres, is the site where development of a gas fired electrical power generation station - known as the Bowie Power Station - is planned. In September of 2002, the Cochise County Board of Supervisors approved rezoning and a special use permit for the project as follows:

- Rezoning from RU-4 to HI (Heavy Industrial) on approximately 260 acres, for the power station development site (Z-02-13) (Tax Parcel 301-04-033G)
- Rezoning from RU-4 to RU-36 on approximately 443 acres, to provide a buffer around the power station development site (Z-02-13) (Tax Parcel 301-04-033H)
- Special use permit on the approximate 260-acre development site (zoned HI), for a 1000 MW electrical generation station (SU-02-08) (Tax Parcel 301-04-033G)

The rezoning approval (under case Z-02-13) was subject to a stipulation that required substantial progress on construction of the power station to occur within five years from the date of approval. Subsequent to the 2002 approval, a significant downturn in the economy and related declines in the utility market made it necessary for SWPG to request an extension to the five year deadline. In September of 2007 (under case Z-02-13A), the Board of Supervisors approved a modification to the original zoning stipulation which extended the deadline for substantial construction to December 31, 2010. By late 2009, we determined that the ongoing economic recession would necessitate further extension of the construction deadline, and in 2009, the Board of Supervisors approved a second modification to the stipulation allowing an additional five

years, extending the deadline for substantial progress on construction of the power station to December 31, 2015.

About a year after the Board's 2009 approval of the time extension, the Arizona Corporation Commission (ACC) approved a ten-year extension to the Certificate of Environmental Compatibility (CEC) for the power station, so the CEC for the Bowie Power Station will not expire until December 31, 2020. A copy of the CEC extension order, Decision No. 71951 from November of 2010, is attached for reference.

In 2009, when SWPG requested the last time extension for an additional five-year term, we anticipated that the CEC would also be extended for five years, consistent with our approved zoning time extension. However, in the months between the Board's approval of the zoning time extension and our submittal of an application to the ACC to extend our CEC, it became increasingly apparent that five years was unlikely to provide sufficient time for the market conditions to improve to the extent necessary for SWPG to proceed with development and completion of the power station project. As such, we requested that the CEC be extended for a period of ten years, to expire on December 31, 2020, and the ACC agreed and approved that request.

When the original zoning was approved for the Bowie Power Station in 2002, the construction deadline stipulation was specifically set to be consistent with the original term of the CEC. Likewise, the Board's 2007 approval of an extension of the zoning expiration to December 31, 2010 corresponded with the ACC's extension of the CEC to that same date. In 2009, it was our intent to request a zoning time extension that would continue to be consistent with the term of the CEC. There was even discussion at the Board of Supervisor's hearing about keeping the zoning time stipulation consistent with the CEC's expiration date. The minutes from that hearing, which took place November 10, 2009, reflect that County Administrator Ortega suggested that the Board's motion to approve be changed so that the zoning extension would be consistent with the upcoming ACC action, rather than including a specific date. However, after discussion with County counsel, the Board opted to avoid any ambiguity in their motion, and the time extension was approved with the specific expiration date of December 31, 2015.

Because market conditions continue to prevent us from completing the development of the power station project, and to maintain ongoing consistency between the expiration dates for the CEC and the zoning, we are now submitting this request for another modification of the zoning time stipulation. We would request that the Board of Supervisor's approve a modification to the current zoning stipulation to extend the stipulated date for completion of substantial construction to December 31, 2020, consistent with the currently approved expiration date for the Bowie Power Station CEC. We have enclosed a check for \$150 to cover the related application fee, and we understand that this request will require notification of surrounding property owners and a public hearing before the Board of Supervisors.

As we have previously stressed, we continue to believe in the long-term viability of the Bowie Power Station and we are carrying on with other activities to ensure the eventual completion of the project. We are moving forward with extensions or renewals on other major permits for the power station, and working on completing other entitlements critical for the power station development, including securing easements

and crossing permits for the associated underground gas line and overhead electrical transmission line. We also continue to work both with our financial partners to chart a course towards final development, and with major utilities to secure power purchase agreements for the plant's electric output.

Most recently, the air quality permit for the power station was renewed by the Arizona Department of Environmental Quality, making it the only fully permitted project that could help the state meet new air quality goals. Last summer, the Environmental Protection Agency (EPA) announced proposed new rules under the Clean Air Act that will require Arizona to achieve a 52% reduction in carbon dioxide emission by 2030, with 77% of that goal to be met by 2020. To meet these significant goals (should the proposed rules be made final), it is likely that Arizona will need to shut down all operating coal fired electrical plants in the state by 2020, and replace them with power sources that are less polluting, such as the gas fired units planned for the Bowie Power Station. More details regarding Bowie Power Station's potential role in helping Arizona improve air quality in compliance with the EPA's Clean Power Plan are included in an attached summary page.

Given all these factors, and as the economy continues to recover, we are confident that the remaining matters necessary to proceed with development of the power station will be resolved, and that the project will ultimately be completed.

Thank you for your consideration of our request. We look forward to hearing from you regarding the date for the Board of Supervisors' hearing. In the meantime, please feel free to contact me if you require any additional information or if you have any questions.

Sincerely,



Martin Bailey
Real Property Manager

cc: Richard Searle, Supervisor, District 3
Jesse Drake, Planner II
David Getts, General Manager

Implications of EPA's Clean Power Plan for U.S. Power Sector

EPA'S Goal: By 2030

*The EPA announced on June 2, 2014 new proposed rules under **Section 111d of the Clean Air Act** that require states to develop plans to reduce carbon dioxide (CO₂) from existing fossil fuel fired power plants. EPA's proposal will result in the closure of older less efficient coal and oil power plants owned by utilities and electric cooperatives throughout the country and it encourages renewable energy and natural gas fired power generation.*

AZ's Goal from EPA: By 2020 (interim goal) and by 2030 (final goal)

*The nationwide CO₂ emission reduction goal is 30% below 2005 emission levels. The EPA plan developed specifically for AZ sets the **second highest goal** in the country at **52% reduction** of CO₂ emissions. In addition, at least 77% of the 2030 goal will have to be achieved by 2020 (i.e. interim goal).*

*Arizona will begin to implement their plan in June 2017, but has very little flexibility in achieving the 52% reduction contemplated by EPA. EPA envisions Arizona can achieve its goal by shutting down all operating coal plants in the state by 2020 and ramping up all operating natural gas plants to 70% capacity. As you would expect, full implementation of EPA's proposed rule could undermine the reliability of the grid in Arizona and is infeasible without the addition of new resources. Consequently, AZ is in need of a **solution** to EPA's interim and final goals of the Clean Power Plan.*

SunZia and Bowie Power Station: Solutions to EPA's Goal for AZ

*The Clean Power Plan allows for proactive engagement of all stakeholders to help find a solution for achieving EPA's goals. Bowie Power and SunZia Southwest Transmission have been actively engaged and have suggested that Arizona consider importing renewable generation through SunZia's transmission line and commencing operation of Bowie Power Station which will use natural gas. Both projects, once in operation, would immediately offset CO₂ emissions from Arizona's old, polluting and inefficient coal and oil plants. One of SunZia's 1500 MW transmission lines importing renewable wind generation from New Mexico could reduce Arizona's state-wide emission rate by 30%; and one 500 MW block of Bowie Power Station could reduce the CO₂ emission rates by 10%. Doubling Bowie and SunZia to their full build-out capacity of 1000MW and 3000MW, respectively, would allow AZ to achieve nearly **80% of EPA's Clean Power Plan**. These projects are optimally designed to support AZ in meeting EPA's vision of the nation providing reliable, affordable, clean and stable electricity to consumers.*



0000119318

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

KRISTIN K. MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

Arizona Corporation Commission

DOCKETED

NOV -1 2010

DOCKETED BY *AL*

IN THE MATTER OF THE APPLICATION OF BOWIE POWER STATION, L.L.C. IN CONFORMANCE WITH REQUIREMENTS OF ARIZONA REVISED STATUTES 40-360.03 AND 40-360.06 FOR TWO CERTIFICATES OF ENVIRONMENTAL COMPATIBILITY AUTHORIZING CONSTRUCTION OF A 1,000 MEGAWATT NATURAL GAS-FIRED, COMBINED-CYCLE POWER PLANT, 345kV AND 345kV/230kV SWITCHYARDS, 345kV and 230kV INTERCONNECTION AND RELATED FACILITIES IN COCHISE AND GRAHAM COUNTIES ARIZONA. THE PROPOSED POWER STATION SITE IS LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 28 EAST, TOWNSHIP 11 SOUTH, RANGE 28 EAST, TOWNSHIP 11 SOUTH, RANGE 27 EAST, AND TOWNSHIP 11 SOUTH, RANGE 26 EAST, GILA AND SALT RIVER BASE AND MERIDIAN.

DOCKET NO. L-00000BB-01-0118

CASE NO. 118

Decision No. 71951

ORDER

Open Meeting
October 19 and 20, 2010
Phoenix, Arizona.

BY THE COMMISSION:

* * * * *

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

FINDINGS OF FACT

1. On July 27, 2001, Bowie Power Station, L.L.C. ("Bowie" "Company" or "Applicant") filed with the Arizona Corporation Commission ("Commission") an application for two Certificates of Environmental Compatibility ("CEC"). Decision No. 64625 (March 7, 2002) authorized the construction of a 1,000 megawatt ("MW") natural gas-fired, combined-cycle power plant. Decision

21
CB

1 No. 64626 authorized the construction of the 345 kV and 345 kV/230 kV switchyards, a 345 kV
2 double-circuit transmission line and a 230 kV interconnection and related facilities in Cochise and
3 Graham Counties. Both CECs were granted subject to a number of conditions.

4 2. On August 18, 2006, the Company filed a Request for Extension of the CECs
5 approved in Decision Nos. 64625 and 64626. The extension request was based upon Condition No.
6 22 in Decision No. 64625 and Condition No. 10 in Decision No. 64626, which allow the Company to
7 seek extension of the CECs before the time limit to complete construction. Decision No. 69339
8 (February 20, 2007) granted the extensions until December 31, 2010 and also included several new
9 conditions.

10 3. On July 8, 2010, Bowie applied for an extension of time requesting that the expiration
11 date of the CECs be extended from the current expiration date of December 31, 2010 to December
12 31, 2020.

13 4. On August 12, 2010, the Commission's Utilities Division ("Staff") filed a
14 Memorandum recommending that the Company's request for extensions be granted. Staff stated that
15 Bowie's request for this extension is based on "reduced load forecast in the current depressed
16 economy and on the uncertainty of economic recovery in the short term." Staff explained that even
17 though Bowie began "very preliminary construction activity in August 2008, the Company is not able
18 to continue this construction, under the present economic circumstances." Staff also stated that the
19 Company has concluded that it would "not be able to market the output of the proposed power station
20 to the Arizona utilities or export it out of state for some period of time."

21 5. Staff believes that the request for an extension of time is reasonable and therefore,
22 recommends approval of the requested CECs' time extension to December 31, 2020. Staff proposed
23 a modification to the Company's "Proposed Revised CEC Expiration Condition(s) Language" to
24 include a provision that Bowie could request a time extension in the future provided that appropriate
25 facilities have been "substantially constructed."

26 6. The language as recommended by Staff is as follows:

27 **Decision No. 64625:**

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“This authorization to site and construct Bowie Project Generation Facilities shall expire on December 31, 2020. However, before such expiration, Applicant or any assignee of Applicant may request that the Commission further extend this time limitation, provided that the Bowie Project Generation Facilities have been substantially constructed as of the time of such extension request. The Commission will determine what “substantial construction” is, at the time of Applicant’s filing for time extension. In determining whether the facilities have been substantially constructed, the Commission shall include consideration of the status of Bowie Project financing and physical site construction.”

Decision: 64626:

“This authorization to site and construct Bowie Project Transmission Facilities shall expire on December 31, 2020. However, before such expiration, Applicant or any assignee of Applicant may request that the Commission further extend this time limitation, provided that the Bowie Project Transmission Facilities have been substantially constructed as of the time of such extension request. The Commission will determine what “substantial construction” is, at the time of Applicant’s filing for time extension. In determining whether the facilities have been substantially constructed, the Commission shall include consideration of the status of Bowie Project financing and physical site construction.”

7. Bowie did not object to Staff’s recommended language, and we find that Staff’s recommended language is reasonable and appropriate.

8. Decision Nos. 64625 and 64626 both contain language requiring Bowie to provide notice of requests for extension of the terms of the CECs.

Decision No. 64625 provides that:

In the event that Applicant requests an extension of the term of the Certificate prior to completion of construction, Applicant shall use reasonable means to directly notify all landowners and residents within a one-mile radius of the Project of the time and place of the proceeding in which the Commission shall consider such request for extension. Applicant shall also provide notice of such extension to Cochise County, Graham County, the community of Bowie and the City of Willcox.¹

Decision No. 64626 provides that:

In the event that the Project requires an extension of the term of this Certificate prior to completion of construction, Applicant shall use

¹ Decision No. 64625 at CEC p.8, Condition 14.

1 reasonable means to directly notify all landowners and residents within a
2 one mile radius of the Project facilities of the time and place of the
3 proceeding in which the Commission shall consider such request for
4 extension.²

5 9. Accordingly, by Procedural Order issued October 4, 2010, Bowie was directed to
6 provide notice pursuant to those Decisions.

7 **CONCLUSIONS OF LAW**

8 1. The Commission has jurisdiction over the Bowie Power Station, LLC and the subject
9 matter contained herein pursuant to Article XV of the Arizona Constitution and A.R.S. §§ 40-252 and
10 40-360 et seq.

11 2. Notice of the matter was given in the manner prescribed by law.

12 3. Amending Decision Nos. 64625 and 64626 as set forth herein is in the public interest
13 in balancing the need for the projects with their impact on the environment and ecology of the state.

14 **ORDER**

15 IT IS THEREFORE ORDERED that Decision Nos. 64625 and 64626 are hereby amended as
16 follows:

17 **Decision No. 64625:**

18 “This authorization to site and construct Bowie Project Generation Facilities shall
19 expire on December 31, 2020. However, before such expiration, Applicant or any
20 assignee of Applicant may request that the Commission further extend this time
21 limitation, provided that the Bowie Project Generation Facilities have been
22 substantially constructed as of the time of such extension request. The
23 Commission will determine what “substantial construction” is, at the time of
24 Applicant’s filing for time extension. In determining whether the facilities have
25 been substantially constructed, the Commission shall include consideration of the
26 status of Bowie Project financing and physical site construction.”

27 **Decision: 64626:**

28 “This authorization to site and construct Bowie Project Transmission Facilities
shall expire on December 31, 2020. However, before such expiration, Applicant
or any assignee of Applicant may request that the Commission further extend this
time limitation, provided that the Bowie Project Transmission Facilities have been
substantially constructed as of the time of such extension request. The
Commission will determine what “substantial construction” is, at the time of
Applicant’s filing for time extension. In determining whether the facilities have

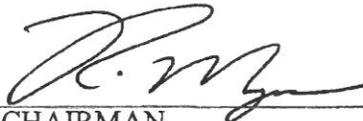
² Decision No. 64626 at CEC p. 4-5, Condition 3.

1 been substantially constructed, the Commission shall include consideration of the
2 status of Bowie Project financing and physical site construction.”

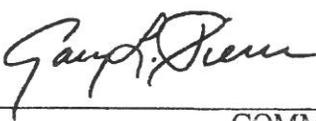
3 IT IS FURTHER ORDERED that all other provisions of Decision Nos. 64625 and 64626 as
4 amended remain in full force and effect.

5 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

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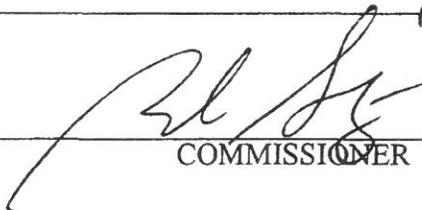
9 CHAIRMAN



COMMISSIONER

10 

11 COMMISSIONER



COMMISSIONER



COMMISSIONER

12
13 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
14 Executive Director of the Arizona Corporation Commission,
15 have hereunto set my hand and caused the official seal of the
16 Commission to be affixed at the Capitol, in the City of Phoenix,
17 this 15th day of Nov., 2010.

18 
19 ERNEST G. JOHNSON
20 EXECUTIVE DIRECTOR

21 DISSENT _____

22 DISSENT _____

1 SERVICE LIST FOR: BOWIE POWER STATION, L.L.C

2 DOCKET NO.: L-00000BB-01-0118

3
4 Lawrence V. Robertson, Jr.
5 ATTORNEY AT LAW
6 P.O. Box 1448
7 Tubac, AZ 85646
8 Attorney for Bowie Power Station, L.L.C.

9 John Foreman, Chairman
10 ARIZONA POWER PLANT AND TRANSMISSION
11 LINE SITING COMMITTEE
12 Office of the Attorney General
13 1275 W. Washington St.
14 Phoenix, AZ 85007

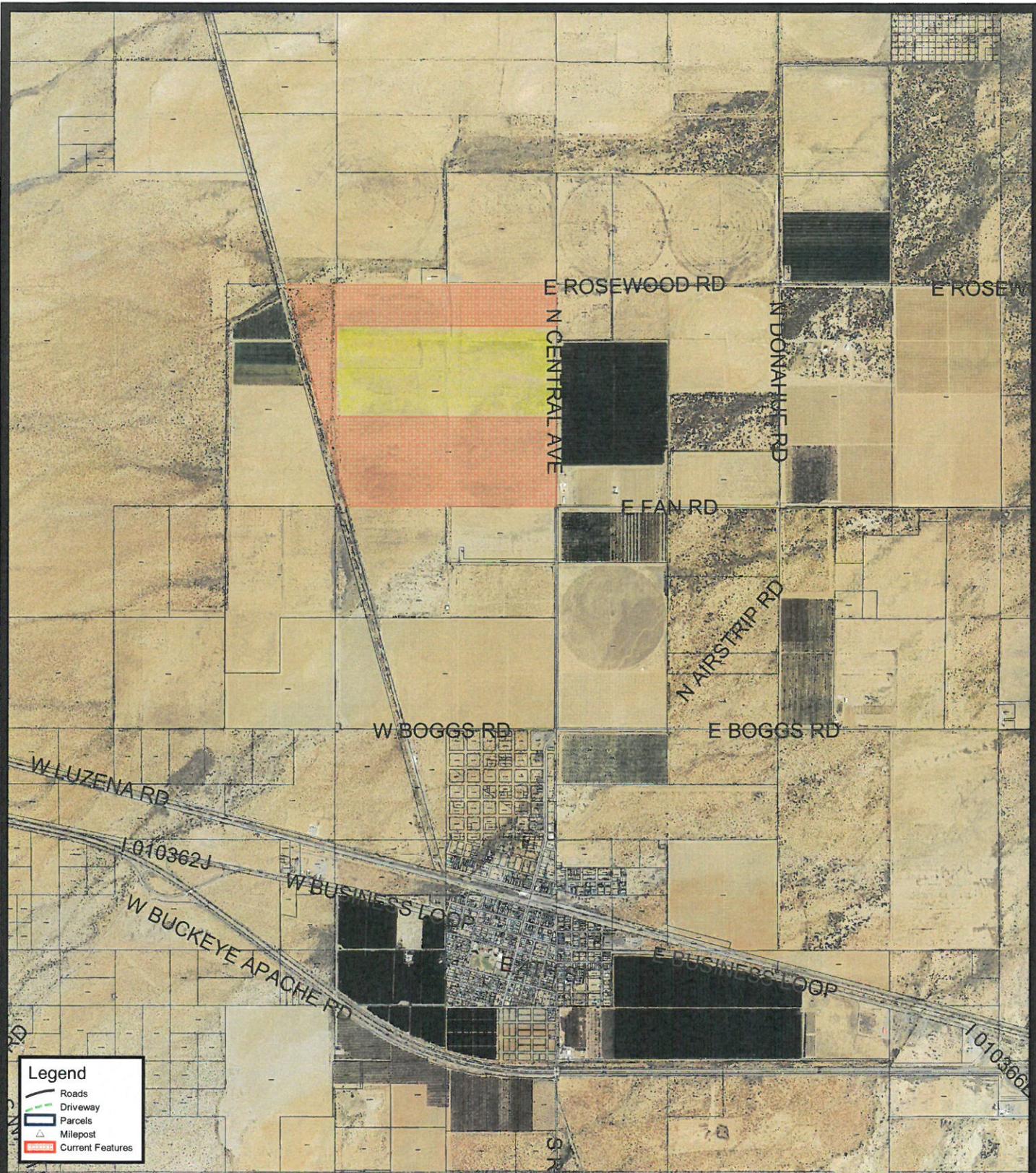
15 David Getts
16 Tom Way
17 SOUTHWESTERN POWER GROUP II, LLC
18 3610 N. 44th St., Suite 250
19 Phoenix, AZ 85018

20 Wayne Bryant
21 UNITED ASSOCIATES OF PLUMBERS AND
22 STEAMFITTERS LOCAL 741
23 2475 E. Water St.
24 Tucson, AZ 85719-3455

25 Janice Alward, Chief Counsel
26 Legal Division
27 ARIZONA CORPORATION COMMISSION
28 1200 West Washington Street
Phoenix, AZ 85007

Steve Olea, Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

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Legend

- Roads
- Driveway
- Parcels
- Milepost
- Current Features



Z-02-13B (Bowie Power Station)

301-04-033G and
301-04-033H

This map is a product of the Cochise County GIS Information Technology Dept.



0' 1" = 320'



0000119318

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

KRISTIN K. MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

Arizona Corporation Commission

DOCKETED

NOV -1 2010

DOCKETED BY *AL*

IN THE MATTER OF THE APPLICATION OF BOWIE POWER STATION, L.L.C. IN CONFORMANCE WITH REQUIREMENTS OF ARIZONA REVISED STATUTES 40-360.03 AND 40-360.06 FOR TWO CERTIFICATES OF ENVIRONMENTAL COMPATIBILITY AUTHORIZING CONSTRUCTION OF A 1,000 MEGAWATT NATURAL GAS-FIRED, COMBINED-CYCLE POWER PLANT, 345kV AND 345kV/230kV SWITCHYARDS, 345kV and 230kV INTERCONNECTION AND RELATED FACILITIES IN COCHISE AND GRAHAM COUNTIES ARIZONA. THE PROPOSED POWER STATION SITE IS LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 12 SOUTH, RANGE 28 EAST, TOWNSHIP 11 SOUTH, RANGE 28 EAST, TOWNSHIP 11 SOUTH, RANGE 27 EAST, AND TOWNSHIP 11 SOUTH, RANGE 26 EAST, GILA AND SALT RIVER BASE AND MERIDIAN.

DOCKET NO. L-00000BB-01-0118

CASE NO. 118

Decision No. 71951

ORDER

Open Meeting
October 19 and 20, 2010
Phoenix, Arizona.

BY THE COMMISSION:

* * * * *

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

FINDINGS OF FACT

1. On July 27, 2001, Bowie Power Station, L.L.C. ("Bowie" "Company" or "Applicant") filed with the Arizona Corporation Commission ("Commission") an application for two Certificates of Environmental Compatibility ("CEC"). Decision No. 64625 (March 7, 2002) authorized the construction of a 1,000 megawatt ("MW") natural gas-fired, combined-cycle power plant. Decision

21
CD

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2 double-circuit transmission line and a 230 kV interconnection and related facilities in Cochise and
3 Graham Counties. Both CECs were granted subject to a number of conditions.

4 2. On August 18, 2006, the Company filed a Request for Extension of the CECs
5 approved in Decision Nos. 64625 and 64626. The extension request was based upon Condition No.
6 22 in Decision No. 64625 and Condition No. 10 in Decision No. 64626, which allow the Company to
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8 (February 20, 2007) granted the extensions until December 31, 2010 and also included several new
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12 31, 2020.

13 4. On August 12, 2010, the Commission's Utilities Division ("Staff") filed a
14 Memorandum recommending that the Company's request for extensions be granted. Staff stated that
15 Bowie's request for this extension is based on "reduced load forecast in the current depressed
16 economy and on the uncertainty of economic recovery in the short term." Staff explained that even
17 though Bowie began "very preliminary construction activity in August 2008, the Company is not able
18 to continue this construction, under the present economic circumstances." Staff also stated that the
19 Company has concluded that it would "not be able to market the output of the proposed power station
20 to the Arizona utilities or export it out of state for some period of time."

21 5. Staff believes that the request for an extension of time is reasonable and therefore,
22 recommends approval of the requested CECs' time extension to December 31, 2020. Staff proposed
23 a modification to the Company's "Proposed Revised CEC Expiration Condition(s) Language" to
24 include a provision that Bowie could request a time extension in the future provided that appropriate
25 facilities have been "substantially constructed."

26 6. The language as recommended by Staff is as follows:

27 **Decision No. 64625:**

28

1 “This authorization to site and construct Bowie Project Generation Facilities shall
 2 expire on December 31, 2020. However, before such expiration, Applicant or any
 3 assignee of Applicant may request that the Commission further extend this time
 4 limitation, provided that the Bowie Project Generation Facilities have been
 5 substantially constructed as of the time of such extension request. The
 6 Commission will determine what “substantial construction” is, at the time of
 7 Applicant’s filing for time extension. In determining whether the facilities have
 8 been substantially constructed, the Commission shall include consideration of the
 9 status of Bowie Project financing and physical site construction.”

6 **Decision: 64626:**

7 “This authorization to site and construct Bowie Project Transmission Facilities
 8 shall expire on December 31, 2020. However, before such expiration, Applicant
 9 or any assignee of Applicant may request that the Commission further extend this
 10 time limitation, provided that the Bowie Project Transmission Facilities have been
 11 substantially constructed as of the time of such extension request. The
 12 Commission will determine what “substantial construction” is, at the time of
 13 Applicant’s filing for time extension. In determining whether the facilities have
 14 been substantially constructed, the Commission shall include consideration of the
 15 status of Bowie Project financing and physical site construction.”

13 7. Bowie did not object to Staff’s recommended language, and we find that Staff’s
 14 recommended language is reasonable and appropriate.

15 8. Decision Nos. 64625 and 64626 both contain language requiring Bowie to provide
 16 notice of requests for extension of the terms of the CECs.

17 Decision No. 64625 provides that:

18
 19 In the event that Applicant requests an extension of the term of the
 20 Certificate prior to completion of construction, Applicant shall use
 21 reasonable means to directly notify all landowners and residents within a
 22 one-mile radius of the Project of the time and place of the proceeding in
 23 which the Commission shall consider such request for extension. Applicant
 24 shall also provide notice of such extension to Cochise County, Graham
 25 County, the community of Bowie and the City of Willcox.¹

26 Decision No. 64626 provides that:

27 In the event that the Project requires an extension of the term of this
 28 Certificate prior to completion of construction, Applicant shall use

¹ Decision No. 64625 at CEC p.8, Condition 14.

1 reasonable means to directly notify all landowners and residents within a
2 one mile radius of the Project facilities of the time and place of the
3 proceeding in which the Commission shall consider such request for
4 extension.²

5 9. Accordingly, by Procedural Order issued October 4, 2010, Bowie was directed to
6 provide notice pursuant to those Decisions.

7 **CONCLUSIONS OF LAW**

8 1. The Commission has jurisdiction over the Bowie Power Station, LLC and the subject
9 matter contained herein pursuant to Article XV of the Arizona Constitution and A.R.S. §§ 40-252 and
10 40-360 et seq.

11 2. Notice of the matter was given in the manner prescribed by law.

12 3. Amending Decision Nos. 64625 and 64626 as set forth herein is in the public interest
13 in balancing the need for the projects with their impact on the environment and ecology of the state.

14 **ORDER**

15 IT IS THEREFORE ORDERED that Decision Nos. 64625 and 64626 are hereby amended as
16 follows:

17 **Decision No. 64625:**

18 “This authorization to site and construct Bowie Project Generation Facilities shall
19 expire on December 31, 2020. However, before such expiration, Applicant or any
20 assignee of Applicant may request that the Commission further extend this time
21 limitation, provided that the Bowie Project Generation Facilities have been
22 substantially constructed as of the time of such extension request. The
23 Commission will determine what “substantial construction” is, at the time of
24 Applicant’s filing for time extension. In determining whether the facilities have
25 been substantially constructed, the Commission shall include consideration of the
26 status of Bowie Project financing and physical site construction.”

27 **Decision: 64626:**

28 “This authorization to site and construct Bowie Project Transmission Facilities
shall expire on December 31, 2020. However, before such expiration, Applicant
or any assignee of Applicant may request that the Commission further extend this
time limitation, provided that the Bowie Project Transmission Facilities have been
substantially constructed as of the time of such extension request. The
Commission will determine what “substantial construction” is, at the time of
Applicant’s filing for time extension. In determining whether the facilities have

² Decision No. 64626 at CEC p. 4-5, Condition 3.

1 been substantially constructed, the Commission shall include consideration of the
2 status of Bowie Project financing and physical site construction.”

3 IT IS FURTHER ORDERED that all other provisions of Decision Nos. 64625 and 64626 as
4 amended remain in full force and effect.

5 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

7 

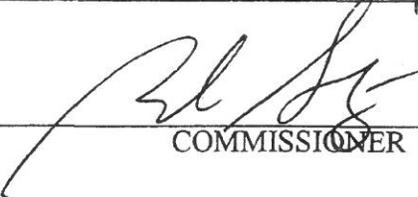
8 CHAIRMAN



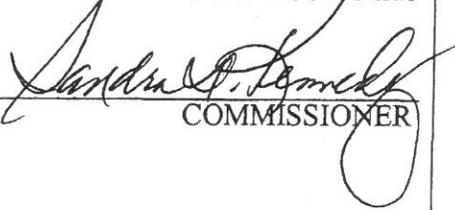
COMMISSIONER

9 

10 COMMISSIONER



COMMISSIONER



COMMISSIONER

11
12
13 IN WITNESS WHEREOF, I, ERNEST G. JOHNSON,
14 Executive Director of the Arizona Corporation Commission,
15 have hereunto set my hand and caused the official seal of the
16 Commission to be affixed at the Capitol, in the City of Phoenix,
17 this 15th day of Nov., 2010.

18 
19 ERNEST G. JOHNSON
20 EXECUTIVE DIRECTOR

21 DISSENT _____

22 DISSENT _____

1 SERVICE LIST FOR: BOWIE POWER STATION, L.L.C

2 DOCKET NO.: L-00000BB-01-0118

3
4 Lawrence V. Robertson, Jr.
5 ATTORNEY AT LAW
6 P.O. Box 1448
7 Tubac, AZ 85646
8 Attorney for Bowie Power Station, L.L.C.

9 John Foreman, Chairman
10 ARIZONA POWER PLANT AND TRANSMISSION
11 LINE SITING COMMITTEE
12 Office of the Attorney General
13 1275 W. Washington St.
14 Phoenix, AZ 85007

15 David Getts
16 Tom Way
17 SOUTHWESTERN POWER GROUP II, LLC
18 3610 N. 44th St., Suite 250
19 Phoenix, AZ 85018

20 Wayne Bryant
21 UNITED ASSOCIATES OF PLUMBERS AND
22 STEAMFITTERS LOCAL 741
23 2475 E. Water St.
24 Tucson, AZ 85719-3455

25 Janice Alward, Chief Counsel
26 Legal Division
27 ARIZONA CORPORATION COMMISSION
28 1200 West Washington Street
Phoenix, AZ 85007

Steve Olea, Director
Utilities Division
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

22
23
24
25
26
27
28

Implications of EPA's Clean Power Plan for U.S. Power Sector

EPA'S Goal: By 2030

*The EPA announced on June 2, 2014 new proposed rules under **Section 111d of the Clean Air Act** that require states to develop plans to reduce carbon dioxide (CO₂) from existing fossil fuel fired power plants. EPA's proposal will result in the closure of older less efficient coal and oil power plants owned by utilities and electric cooperatives throughout the country and it encourages renewable energy and natural gas fired power generation.*

AZ's Goal from EPA: By 2020 (interim goal) and by 2030 (final goal)

*The nationwide CO₂ emission reduction goal is 30% below 2005 emission levels. The EPA plan developed specifically for AZ sets the **second highest goal** in the country at **52% reduction** of CO₂ emissions. In addition, at least 77% of the 2030 goal will have to be achieved by 2020 (i.e. interim goal).*

*Arizona will begin to implement their plan in June 2017, but has very little flexibility in achieving the 52% reduction contemplated by EPA. EPA envisions Arizona can achieve its goal by shutting down all operating coal plants in the state by 2020 and ramping up all operating natural gas plants to 70% capacity. As you would expect, full implementation of EPA's proposed rule could undermine the reliability of the grid in Arizona and is infeasible without the addition of new resources. Consequently, AZ is in need of a **solution** to EPA's interim and final goals of the Clean Power Plan.*

SunZia and Bowie Power Station: Solutions to EPA's Goal for AZ

*The Clean Power Plan allows for proactive engagement of all stakeholders to help find a solution for achieving EPA's goals. Bowie Power and SunZia Southwest Transmission have been actively engaged and have suggested that Arizona consider importing renewable generation through SunZia's transmission line and commencing operation of Bowie Power Station which will use natural gas. Both projects, once in operation, would immediately offset CO₂ emissions from Arizona's old, polluting and inefficient coal and oil plants. One of SunZia's 1500 MW transmission lines importing renewable wind generation from New Mexico could reduce Arizona's state-wide emission rate by 30%; and one 500 MW block of Bowie Power Station could reduce the CO₂ emission rates by 10%. Doubling Bowie and SunZia to their full build-out capacity of 1000MW and 3000MW, respectively, would allow AZ to achieve nearly **80% of EPA's Clean Power Plan**. These projects are optimally designed to support AZ in meeting EPA's vision of the nation providing reliable, affordable, clean and stable electricity to consumers.*



Cochise County
Community Development
Highway and Floodplain Division

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

INTEROFFICE MEMO

Date: June 9, 2015
To: Jesse Drake, Planner II
From: Pam Hudgins, Right-of-Way Agent II
Subject: Rezoning Permit for Bowie Power Station (Z-02-13B)

Background:

Bowie Power Station requested a time extension to December 31, 2020, for approximately 260 acres rezoned from RU-4 to HI (Heavy Industrial) for the Bowie Power Station and approximately 443 acres rezoned from RU-4 (one dwelling per 4 acres) to RU-36 (one dwelling per 36,000 sq.ft.) that was rezoned in September 2002. Modifications of Conditions of Approved Rezonings are found in Section 2209 of the Zoning Regulations. The applicant is SouthWestern Power Group, II. Right-of-Way staff was contacted by Planning and Zoning to review the permit and provide comments regarding right-of-way dedication needs for county maintained roads.

Analysis:

Access for the subject parcel is as follows: North Central Avenue currently located north of the Business Loop in Bowie, AZ. The secondary access is Rosewood Road traversing on the north side of APN 301-04-033H. Adjoining the subject parcel, North Central Avenue in this location is not a county maintained road. That portion of Rosewood Road adjoining the subject parcel is also not a county maintained road. The maintained portion of Central Avenue is from Anderson Street North to Fan Road for approximately 2.30 miles.

Recommendation:

No further right-of-way dedication is required at this time.

Highway and Floodplain
1415 Melody Lane, Building F
Bisbee, Arizona 85603
520-432-9300
520-432-9337 fax
1-800-752-3745
highway@cochise.az.gov
floodplain@cochise.az.gov

Planning, Zoning and Building Safety
1415 Melody Lane, Building E
Bisbee, Arizona 85603
520-432-9300
520-432-9278 fax
1-877-777-7958
planningandzoning@cochise.az.gov

Bowie Water Department

113 S. Eisenhower Ave., Bowie, AZ 85605

Phone: (520) 847-2422 Fax: (520) 847-2452

June 10, 2015

Board of Supervisors

Cochise County

1415 Melody Lane, Building G

Bisbee, AZ 85605

RE: Letter of Support for Bowie Power Station

Dear Supervisors Call, English and Searle,

The Bowie Water Improvement District fully supports SouthWestern Power Group's zoning extension request. We know the many ways SWPG has benefited our area already. We look forward to the construction of the Bowie Power Station knowing the help it will provide our area's tax base and employment issues.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan O'Neal". The signature is written in a cursive style with a large, looping initial "D".

Dan O'Neal, Board Chairman and Manager



Bowie Unified School District #14
Office of the Superintendent

P.O. Box 157 • 315 W. 5th Street • Bowie, Arizona 85605

Phone: 520.847.2545 • Fax: 520.847.2546 • www.bowieschools.org

Where responsible, Inquisitive learning begins...

June 10, 2015

Jeff St. Clair
Superintendent

RE: BOWIE POWER STATION

Governing Board

Mike Myers
President

Nancy-Jean Welker
Vice President

Jared Allred
Member

Kim Klump
Member

Barth Morin
Member

Dear Supervisors Call, English, and Searle:

As superintendent for Bowie Unified School District #14 I wish to express complete support of the SouthWestern Power Group's zoning extension request.

We believe this will have a positive effect on the local economy. Thereby, strengthening the tax base and bringing jobs into our community. School success is linked to the health and means of the community at large. This project can only enhance the opportunities afforded our students.

Sincerely,

Jeff St. Clair
Superintendent

Bowie Elementary School
Mary G. Doyle Building

District Gymnasium
Bruce E. Brown Gym

Bowie High School
Sen. A. R. Spikes Building



CITY OF WILLCOX
Office of the Mayor
Robert "Bob" Irvin
101 S. Railroad Avenue Suite B
Willcox, AZ 85643
(520) 384-4271 or fax (520) 384-2590

June 3, 2015

To Whom it May Concern:

Re: Letter of support for Bowie Power Station

The City of Willcox is pleased to write this letter of support for the SouthWestern Power Group's zoning extension request. We believe this power station will benefit the City of Willcox, the surrounding rural communities, and Cochise County.

The City of Willcox is a proud rural community supporter and makes every effort to help keep our communities working together.

Sincerely,

Robert A. Irvin, Mayor

RESOLUTION 15-

**EXTENDING THE DEADLINE FOR SUBSTANTIAL CONSTRUCTION
PROGRESS ON THE BOWIE POWER STATION GAS-FIRED
ELECTRIC GENERATING STATION FROM DECEMBER 31, 2015 TO
DECEMBER 31, 2020**

WHEREAS, at its regular meeting on September 11, 2002, the Planning and Zoning Commission approved Docket SU-02-08, a Special Use request to legally establish an electric power generating station located north of Bowie, Arizona; and

WHEREAS, at its regular meeting on September 24, 2002, the Cochise County Board of Supervisors approved Docket Z-02-13 rezoning approximately 260 acres from RU-4 to HI, and approximately 443 acres from RU-4 to RU-36, for Parcels 301-04-028, 032, 033A, 033C, and 034 located north of Bowie, Arizona for the purposes of legally establishing an electric power generating station; and

WHEREAS, at its regular meeting on September 18, 2007, the Cochise County Board of Supervisors approved a revision of the condition attached to Docket Z-02-13 that required substantial progress on the construction of the electric power generating station by September 24, 2007, and extended the deadline for substantial construction progress to December 31, 2010; and

WHEREAS, at its regular meeting on November 10, 2009, the Cochise County Board of Supervisors approved a revision of the condition attached to Docket Z-02-13 that required substantial progress on the construction of the electric power generating station by December 31, 2010, and extended the deadline for substantial construction progress to December 31, 2015; and

WHEREAS, on January 6, 2010 the Cochise County Assessor's office combined Parcels 301-04-028, 032, 033A, 033C, and 034 into Parcels 301-04-033G and 033H; and

WHEREAS, Cochise County is in receipt of a written request for further extension of the deadline for substantial progress on the construction of the electric power generating station; and

RESOLUTION 15-__

Re: Extending The Deadline For Substantial Construction Progress On The Bowie Power Station Gas-Fired Electric Generating Station From December 31, 2015 To December 31, 2020

Page | 2

WHEREAS, at its regular meeting on June 23, 2015, the Cochise County Board of Supervisors approved a revision of the condition attached to Docket Z-02-13 that required substantial progress on the construction of the electric power generating station by December 31, 2015, and extended the deadline for substantial construction progress to December 31, 2020,

NOW, THEREFORE, BE IT RESOLVED that Docket Z-02-13 which requires substantial progress on the construction of the electric power generating station by December 31, 2015, be extended to December 31, 2020, with all previous conditions remaining in force.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this 23rd day of June, 2015.

PATRICK CALL, Chairman

ATTEST:

APPROVED AS TO FORM:

Arlethe G. Rios
Clerk of the Board

Britt Hanson

Britt W. Hanson, Chief Civil
Deputy County Attorney



Cochise County
Community Development
Planning, Zoning and Building Safety Division

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

MEMORANDUM

TO: Cochise County Board of Supervisors
 FROM: Jesse Drake, Planner II
 FOR: Mary Gomez, Interim Planning Director
 SUBJECT: Docket Z-02-13B (Bowie Power Station) 2015 extension request
 DATE: June 10, 2015 for the June 23, 2015 Meeting

REQUEST FOR A REZONING EXTENSION

The Applicant is requesting a modification of the stipulation to extend the rezoning deadline an additional five years, to December 31, 2020, for the HI (Heavy Industrial) and R-36 (one dwelling per 36,000 square feet) zoned properties at the proposed Bowie Power Station site north of Bowie, Arizona. The current re-zoning approval is due to expire on December 31, 2015. The subject parcels, APN 301-04-033G and 301-04-033H are located at 10248 N. Highway 191, Elfrida, AZ.

The site, APN 301-04-033G and APN 301-04-033H, is further described as being situated in Sections 28 and 29, Township 12 South, Range 28 East in Cochise County. The applicant is SouthWestern Power Group, II (SWPG).

I. DESCRIPTION OF SUBJECT PARCEL AND SURROUNDING LAND USES

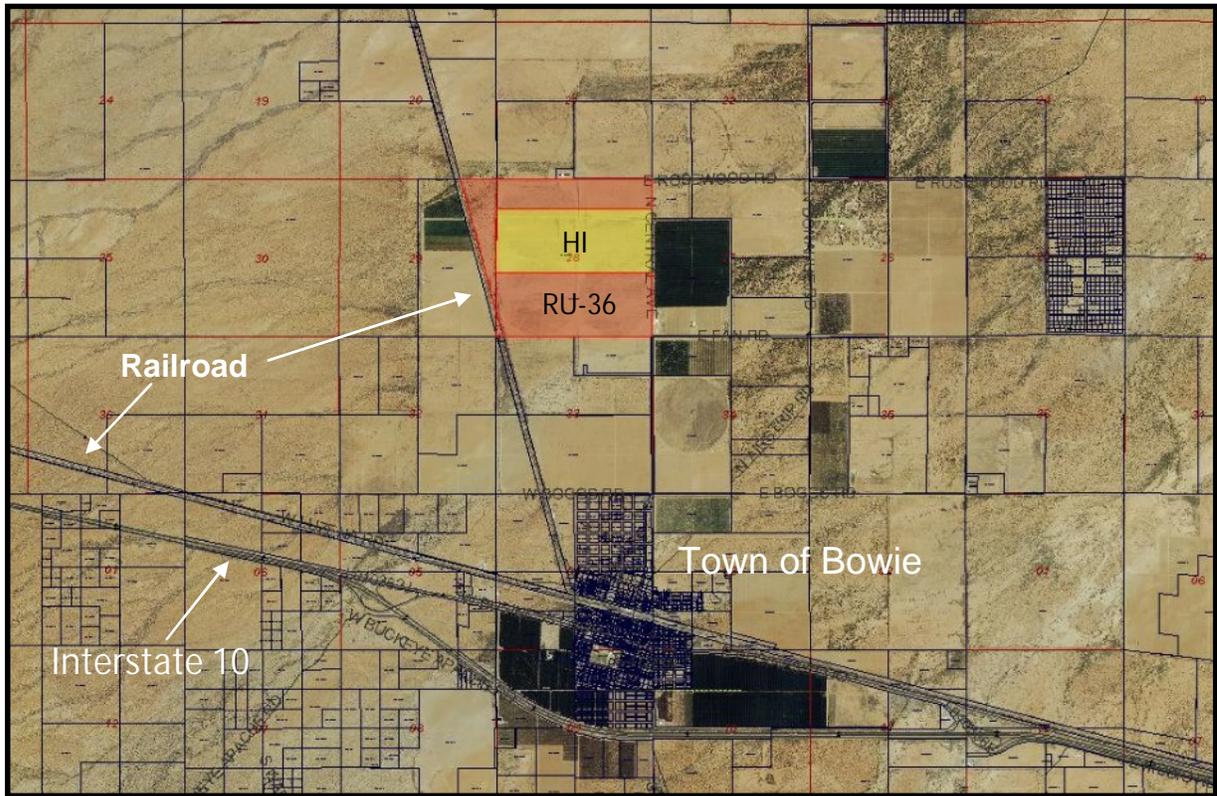
Parcel Size: 703 acres
 Zoning: HI and RU-36
 Growth Area: Category D
 Comprehensive Plan Designation: Rural
 Area Plan: None
 Existing Uses: Vacant land
 Proposed Uses: Electric Power Generating Station and Residential

Zoning/Use of Surrounding Properties

Relation to Subject Parcel	Zoning District	Use of Property
North	RU-4	Agricultural
South	RU-4/RU-36/HI	Vacant
East	RU-4	Agricultural
West	RU-4	Agricultural

Planning, Zoning and Building Safety
 1415 Melody Lane, Building E
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9278 fax
 1-877-777-7958
 planningandzoning@cochise.az.gov

Highway and Floodplain
 1415 Melody Lane, Building F
 Bisbee, Arizona 85603
 520-432-9300
 520-432-9337 fax
 1-800-752-3745
 highway@cochise.az.gov
 floodplain@cochise.az.gov



Location Map

II. NATURE OF REQUEST

The SouthWestern Power Group II (SWPG) owns approximately 1619 acres north of the Town of Bowie, Arizona. In September 2002 the Planning and Zoning Commission granted a conditional Special Use (SU-02-08) to authorize an electric power generating station on roughly a 260-acre development site for the Bowie Power Station electric generating station. Later that month the Board of Supervisors granted a conditional rezoning (Z-02-13) that permitted 260 acres to be rezoned to HI (Heavy Industrial) for the power plant site, and an additional 443 acres to be rezoned to RU-36 (one dwelling per 36,000 square feet) as a buffer zone for the power plant. The Special Use permit authorization runs with the land and does not expire, but the rezoning had an expiration date of September 2007 and was subject to a stipulation the required substantial progress on construction of the power plant within five years.

Due to declines in the economy and utility market, construction was delayed, so in September 2007 SouthWestern Power Group requested a modification of the stipulation to extend of the rezoning deadline for substantial construction to December 2010. This extension was granted by the Board in September 2007 (Z-02-13A).

Two years later, in November 2009, with the economic recession continuing, the Board of Supervisors granted a second modification (Z-02-13A) to the stipulation, granting an additional five years for substantial progress on construction, extending the deadline to December 2015.

Approximately a year after the Board's 2009 approval of the time extension the Arizona Corporation Commission (ACC) approved a ten-year extension to the Certificate of Environmental Compatibility for the power station, so the Certificate of Environmental Compatibility for the Bowie Power Station, Decision No. 71951 (attached) does not expire until December 31, 2020.

From the onset SouthWestern Power Group has maintained consistency between the zoning deadlines and the expiration of the Arizona Corporation Commission's Certificate of Environmental Compatibility. The current request, received on May 21, 2015, for a third modification of the zoning stipulation to extend the

deadline to December 31, 2020, will keep the CEC and zoning expiration dates consistent.

SouthWestern Power Group has continued to work on completing entitlements for the power station development including securing easements and crossing permits for the associated underground gas line and overhead transmission line. Most recently, the air quality permit for the power station was renewed by the Arizona Department of Environmental Quality (ADEQ). With the recently proposed new rules from the Environmental Protection Agency (EPA) under the Clean Air Act, Arizona will need to achieve a 52% reduction in carbon dioxide emissions by 2030, with seventy percent of that goal to be met by 2020. If made final, these rules would require the decommissioning of coal-fired electrical plants in the state by 2020 and replace them with less polluting sources, such as the gas-fired units planned for the Bowie Power Station.

II. PUBLIC COMMENT

The applicant mailed notices to neighboring property owners within one mile of the subject property and staff mailed letters to property owners within one mile of the subject property. The Applicant received three letters in support; however in response to the County mailings, the Planning Department received no responses.

III. SUMMARY AND CONCLUSION

The Applicant is requesting a modification of the stipulation to extend of the rezoning deadline an additional five years, to December 31, 2020, for the HI (Heavy Industrial) and R-36 (one dwelling per 36,000 square feet) zoned properties at the proposed Bowie Power Station.

Factors in Favor of Approving the Rezoning Modification

1. The power station will provide economic benefits to the area through job creation during and after construction and an increase in tax revenues;
2. The site is adjacent to a railway.
3. The site is located in a low population density area;
4. The project is compatible with the purposes of both the HI and RU-36 zoning districts;
5. Natural gas-fired generation plants are cleaner and more efficient than coal-fired plants;
6. Arizona Corporation Commission (ACC) approved a ten-year extension to the Certificate of Environmental Compatibility;
7. The Arizona Department of Environmental Quality has renewed the air quality permit for the power station; and
8. Three letters in support have been received.

Factors Against Allowing the Rezoning Modification

1. The project will reduce agricultural production in the area.

IV. RECOMMENDATION

Based on the Factors in Favor of Approval staff recommends Approval of the request to modify Condition 1 for Z-02-13A to extend the deadline to December 31, 2020; with the Conditions of the rezoning and the Conditions of the Special Use (SU-02-08) to remain in effect.

V. ATTACHMENTS

- A. Extension request letter
- B. Location Map
- C. Arizona Corporation Commission Decision No. 71951
- D. Implications of EPA's Clean Power Plan for U.S. Power Plants (provided by applicant)
- E. Agency comments

F. Public comments

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Building Code Fee Waiver for Morales Meat Masters

Submitted By: Dora Flores, Community Development

Department: Community Development Division: Planning & Zoning

Presentation: No A/V Presentation Recommendation: Approve

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

NAME of PRESENTER: Dora Flores TITLE of PRESENTER: Zoning Administrator

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a permit fee waiver request in the amount of \$1,734.40 from Mr. Morales of Morales Meat Masters for the construction of a 384 square foot addition for a kill room to his existing custom butcher shop located at 3346 N Kings Highway in Douglas.

Background:

Mr. Morales of Morales Meat Masters is requesting a fee waiver of \$1,734.40 for permit fees for a 384 square foot addition for a kill room that was constructed without a permit to his existing custom butcher shop. The fee breakdown is \$944.65 for building code permit, \$674.75 for a surcharge for constructing without a permit, \$100 for the non-residential review fee, and \$15 for the Rural Addressing fee. Mr. Morales is requesting the fee waiver for the reasons described in the letter attached to this agenda item. Please note, the permit for this addition was issued on June 3, 2015 with a condition that if the fee waiver is not approved the applicant will be required to pay the full amount of \$1,734.40 prior to July 7, 2015.

Department's Next Steps (if approved):

The Community Development Department would not charge Mr. Morales of Morales Meat Masters the permit fees of \$1,734.40.

Impact of NOT Approving/Alternatives:

Mr. Morales of Morales Meat Masters would be required to pay \$1,734.40 for permit fees.

To BOS Staff: Document Disposition/Follow-Up:

None.

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

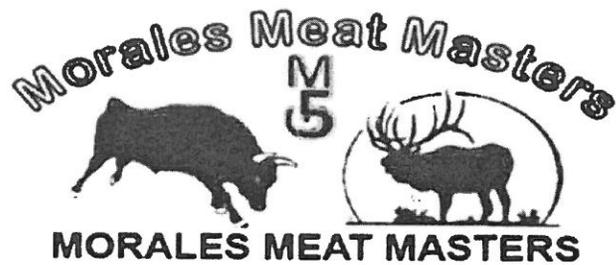
Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Morales fee waiver request



5/27/15

To: Cochise County Board of Supervisors

Subject: Building Permit Fees for Kill Room - Morales Meat Masters

Dear Board of Supervisors,

Morales Meat Masters is a new start up meat processing business in Douglas, Az. We are writing this letter to request that the building fees of \$1734.40 be fully waived. As you may know, there is little to no revenue generated from April to October by meat processing facilities as ranchers are focusing their efforts on fattening beef and hogs on green grass. Simply put, we do not have the funds to pay for the building permit.

We have already spent \$500.00 for a building permit drawing to satisfy the required documents for planning and zoning. What we do have in our account is needed to purchase a required saw/knife sterilizer, pay Douglas Electric to install required power to the kill room and other required items to complete the kill room so that Morales Meat Masters can pass inspection and acquire the State License to keep our doors open.

We appreciate your consideration in the matter. Should clarification be required, please don't hesitate to call. We may be reached at 520-227-7377.

Ronald G Morales Owner/Manager

A handwritten signature in black ink, appearing to read "Ronald G Morales", is written over a horizontal line.

Community Development

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Permit Fee Waiver for Palominas Fire District

Submitted By: Dora Flores, Community Development

Department: Community Development

Division: Planning & Zoning

Presentation: No A/V Presentation

Recommendation: Approve

Document Signatures: BOS Signature NOT Required

of ORIGINALS Submitted for Signature: 0

NAME of PRESENTER: Dora Flores

TITLE of PRESENTER: Zoning Administrator

Mandated Function?: Not Mandated

Source of Mandate or Basis for Support?:

Docket Number (If applicable): 15-0576

Information

Agenda Item Text:

Approve a permit fee waiver request from Palominas Fire District in the amount of \$120 for the installation of a 1,220 square foot manufactured home for crew quarters; the applicant is also requesting that any fees associated for additional permits to convert the unit to a non-residential use also be waived for this parcel located at 9903 S Palominas Road in Hereford.

Background:

Mark Matthews, Fire Chief of Palominas Fire District, a Special District, has requested permit fees be waived for the installation of a 1,220 square foot manufactured home for crew quarters. The applicant is also requesting that any fees associated for additional permit fees to convert the unit to a non-residential use also be waived for this parcel. The site is located at 9903 S Palominas Road in Hereford. Please note, the permit for the installation of the 1,220 square foot manufacture home was issued on June 5, 2015 with a condition that if the fee waiver is not approved the applicant will be required to pay the full amount of \$120 plus any fees associated for additional permits to convert the unit to a non-residential use. Resolution 13-05 allows department directors to waive fees in certain instances, but does not include waiving \$120 for the installation permit of the manufactured home or any fees associated for additional permits to convert the unit to a non-residential use. Hence, this fee waiver request is submitted to the Board of Supervisors for a determination.

Department's Next Steps (if approved):

The Community Development Department would not charge Palominas Fire District the \$120 for the installation permit fee for the manufactured home or any additional associated fees for converting the unit to a non-residential use.

Impact of NOT Approving/Alternatives:

Palominas Fire District would be required to pay \$120 for the installation permit fee for the manufactured house and any additional associated fees for converting the unit to a non-residential use.

To BOS Staff: Document Disposition/Follow-Up:

None.

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

Palominas Fire Dist Fee Waiver Request



PALOMINAS FIRE DISTRICT

10202 S. Highway 92 Hereford, AZ 85615
(520)803-9919 Office (520)378-2290 Fax
www.Palominasfire.com



Date: June 3rd, 2015

Cochise County Community Development
Attention: Jennifer Vincent Senior Planning Technician
1415 W. Melody Ln.
Bisbee, AZ 85603

Palominas Fire District is requesting a waiver of permit fees for the addition of living quarters (placement of manufactured home) and additions association with the fire station at 9903 S. Palominas Road, Hereford Arizona. This station has the potential to be staffed with both Bisbee Fire and Palominas Fire personnel to provide a more efficient and timely service to the residents located in our fire district, the City of Bisbee fire and ambulance response areas, San Jose fire district, Naco fire district and the combined Fry and Sierra Vista departments. Palominas Fire District is a not for profit Fire District that will be providing 24 hours 7 days a week staffing from this station.

Respectfully

A handwritten signature in cursive script, appearing to read "Mark S. Maul".

Palominas Fire District
Fire Chief

**Action 19.
Facilities**

Regular Board of Supervisors Meeting

Meeting Date: 06/23/2015

Cochise County-DOC Inmate Labor Contract

Submitted By: Karen Riggs, Community Development

Department: Community Development

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

Document Signatures: BOS Signature NOT Required **# of ORIGINALS Submitted for Signature:** 2

NAME of PRESENTER: Karen Riggs **TITLE of PRESENTER:** Interim Facilities Director

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve merged Department of Corrections (DOC) Inmate Labor agreement contract 15-102-20 effective June 30, 2015 through June 30, 2025 and authorize the County Administrator to sign.

Background:

This action combines two previous County and DOC Inmate labor agreements into one for ease of management. The merged contract has been reviewed and approved by the County Attorney and Procurement. The term of the contract is five years, with standard options for cancellation, etc. The contract is set up for signature by County Administrator, so Board would authorize his signature. Cost for inmate labor will not change with this contract.

Department's Next Steps (if approved):

Signed contracts will be delivered to DOC for their signature and executed copy will be returned to BOS.

Impact of NOT Approving/Alternatives:

Cochise County would no longer be able to utilize inmate labor.

To BOS Staff: Document Disposition/Follow-Up:

County Administrator to sign and return originals to Facilities Director.

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 Impact & Funding Sources
(if known):**

Each department that uses inmate labor annually budgets for their use. This merged contract will not affect individual department costs.

Attachments

DOC Cover Letter

DOC Inmate Labor Contract # 15-102-20



Arizona Department of Corrections



DOUGLAS A. DUCEY
GOVERNOR

1601 WEST JEFFERSON STREET
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov

CHARLES L. RYAN
DIRECTOR

May 29, 2015

Cochise County Board of Supervisors
Attn: James E Vlahovich, County Administrator
1415 Melody Lane, Building G
Bisbee, AZ 85603
Via email: Monica Flores, mflores@cochise.az.gov

Re: Contract No. 15-102-20, Inmate Labor with Arizona State Prison Complex – Douglas,
Tucson and Safford/Fort Grant
Cochise County Board of Supervisors

Dear Mr. Vlahovich:

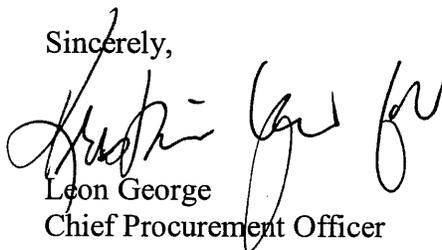
Enclosed for your review and authorized signature is the above referenced Contract.

Please sign and return a copy of this Contract to our office via email to scastillo@azcorrections.gov by **June 16, 2015**. Please do not make any changes to the enclosed document prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Contract will be sent to you for your records.

If you have any questions, please contact Stephen Castillo, Senior Procurement Specialist at (602) 364-3794 or me at (602) 542-1172.

Sincerely,



Leon George
Chief Procurement Officer

LG/sc

Enclosure

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1645 West Jefferson Street, Mail Code 55302
Phoenix, Arizona 85007-3002

INMATE WORK CONTRACT

This **Contract** is entered into between the **Cochise County Board of Supervisors**, hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, for and on behalf of its **Arizona State Prison Complexes – Douglas, Safford/Fort Grant and Tucson**, hereinafter known as the **Department**.

This document, including the Scope of Services, Special Terms and Conditions, Standard Work Provisions, any addendums, attachments or modifications, shall constitute the entire Contract between the parties and supersedes all other understandings, oral or written.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Contract.

COCHISE COUNTY BOARD OF SUPERVISORS
FEDERAL TAX ID# 86-6000398

ARIZONA DEPARTMENT OF CORRECTIONS

Signature of Authorized Individual Date

James E. Vlahovich

Typed Name

County Administrator

Typed Title

1415 Melody Lane, Building G
Bisbee, Arizona 85603

Address

Signature of Authorized Individual Date

Michael P. Kearns

Typed Name

Division Director, Administrative Services

Typed Title

1645 West Jefferson Street, Mail Code 328
Phoenix, Arizona 85007-3002

Address

Additional Signatures as Applicable

Signature of Authorized Individual Date

Typed Name

Typed Title

Signature of Authorized Individual Date

Typed Name

Typed Title

Prepared by: Stephen Castillo, Senior Procurement Specialist

Date: May 29, 2015

WITNESSETH

WHEREAS, the Department is duly authorized by A.R.S. § 41-1604, et seq.; § 31-252 and § 31-254, to execute and administer contracts and;

WHEREAS, the Contractor is authorized by A.R.S. § 11-251, et seq. to enter into agreements for services, and;

WHEREAS, the Department desires to implement the requirement that each able-bodied inmate under commitment to the Department shall engage in work activity during such term of imprisonment, and;

WHEREAS, the Director of the Department has the authority to maintain and administer facilities and programs as may be required for the custody, control and rehabilitation of all inmates committed to the Department, and;

WHEREAS, the Director of the Department may authorize inmate work crews to perform acceptable tasks in any part of the State, and;

WHEREAS, the Contractor has a need for a labor force to support its Public Works and projects, and;

WHEREAS, the Department is able to supply an inmate labor pool to support this work program for its Arizona State Prison Complex – Douglas, Safford/Fort Grant and Tucson, as identified herein.

NOW, THEREFORE, the Department and the Contractor do hereby agree as follows:

1 THE CONTRACTOR AGREES:

- 1.1 To provide necessary tools/equipment, drinking water, sanitary facilities and any special clothing required to accomplish work assignments.
- 1.2 To appoint a work crew leader who may provide both technical and job supervision as necessary. Appointed supervisors shall abide by and put into operational practice the Standard Work Provision for Inmate Work Programs Utilizing Contractor Supervision and/or Inmate Work Programs Utilizing On-Site Correctional Officer Supervision(s) (CO) included as Attachment #1 of this contract.
 - 1.2.1 Technical supervision means the Contractor shall provide staff who know the types of work tasks to be accomplished and correct way to complete each task. Technical supervisors teach assigned inmates how to complete their job assignments.
 - 1.2.2 Job supervision means that Contractor personnel shall remain with assigned inmates for the length of the work day to ensure inmates are supervised and accounted for, and report results to the Department liaison. If an inmate fails to remain at the work site, if an inmate becomes ill at the work site and needs to be returned to the prison and if an inmate poses security concerns, the liaison shall be contacted immediately.
 - 1.2.3 Contractor shall keep ADC checker informed of work location. Should the work location change, the Contractor must notify the assigned ADC checker prior to moving to the new work location.
- 1.3 To obtain the Department's written approval for the Contractor's technical supervisor prior to initiation of this contract.

- 1.3.1 Subsequent to Contract initiation, should the Contractor's technical supervisor(s) change, the Contractor shall notify the Department at least two (2) workdays prior to the impending change to permit completion of the Department's approval process.
- 1.3.2 If prior notice is not possible, the Department may withhold the inmate work crew from further service until the necessary approval process is completed.
- 1.4 To provide, if applicable, pesticide protection and Hazardous Material Training (HAZMAT) for inmates prior to initiating the work activities described in this Contract.
 - 1.4.1 The Contractor shall comply with the Site Safety and Health Plan included as Attachment #2 of this contract.
 - 1.4.2 Inmates shall not be allowed to be present while hazardous materials, inclusive of pesticides, are being used or applied. Pursuant to the Arizona Office of Pest Management, no inmate shall be allowed to handle or to apply pesticides. However, all hazardous materials (inclusive of pesticides), if stored and/or used on this site, and while ADC staff and/or inmates are present, require they be trained to recognize such hazardous materials and relative adverse medical signs and symptoms associated with the chemical, in accordance with the federal chemical "Right-to-Know Act" (SARA Title III).
- 1.5 To provide a working environment which meets the requirements of the Occupational Safety and Health Act (OSHA), Safety and Health Standards for General and or Construction Industry, 29 CFR Part 1910 and 1926, as adopted by the State of Arizona.
- 1.6 To provide emergency first aid for minor injuries or to contact the nearest medical provider to assist if more extensive first aid services are needed.
- 1.7 The Contractor shall follow all Department Orders (DO's), and Director's Instructions (DI's), i.e drug-free workplace, grooming code, etc. The policies, procedures, DO's, and DI's are available on the following web site www.azcorrections.gov.
- 1.8 To designate a staff member who shall serve as liaison between the Contractor and the Department. The Contractor shall ensure that the Department is given the name and phone number/extension of the contact person.
- 1.9 To notify the Department 24 hours prior to necessity should workload require inmates to stay beyond their normal work hours. Said notice shall be provided by contacting the Department's institution contact person.
- 1.10 To assign work hours, work location(s), and job assignments subject to the concurrence of the Department. Work sites shall be confined to locations which are within the Contractor's authority to manage, maintain and finance.
- 1.11 To allocate sufficient time from job responsibilities to allow Contractor's staff assigned to this work program to attend mandatory training given by the Department prior to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this program must receive Department training prior to assuming work responsibilities.

- 1.12 To maintain the work site in the manner/condition in which it was approved by the Department as complying with the requirements imposed by the custody level of assigned inmates and assigned work responsibilities. If, during the term of this Contract, security/safety concerns become evident, or the Contractor wishes to change or alter the work site(s), the following procedures shall be followed:
- 1.12.1 Security/safety concerns shall be rectified immediately by the Contractor in accordance with direction received from the Department.
 - 1.12.2 The Contractor shall provide written notice to the Department if changes or alterations are planned for the work site(s) prior to any changes or alteration being accomplished.
 - 1.12.2.1 Representatives from the Department and the Contractor shall conduct an inspection of the work site(s). If the proposed change or alteration shall negatively impact the security and/or safety of assigned inmate workers, corrective action shall be determined by the Department.
 - 1.12.2.2 If in the opinion of the Department, said security/safety concern(s) poses an immediate threat to the inmate workers, the Department may withhold further assignments of the inmate work crew until the concern is rectified.
 - 1.12.3 Failure on the part of the Contractor to respond to the request for corrective action from the Department under circumstances described in Paragraphs 1.12.1 and 1.12.2 above shall result in the immediate suspension of the work program.
 - 1.12.3.1 The parties to this Contract may meet to discuss resolution.
 - 1.12.3.2 If resolution cannot be achieved, this Contract shall be terminated.
 - 1.12.3.3 The Contractor shall make final payment to the Department as directed herein.
- 1.13 To pay for inmate labor at the rate of fifty cents (50¢) per hour, to include approved extra hours, if applicable as authorized by the Department.
- 1.14 If Applicable, to provide transportation of inmate workers to and from selected work site(s) in Contractor owned vehicles.
- 1.14.1 Inmate workers **shall not** be transported in privately owned vehicles at any time.
- 1.15 If applicable; to pay for Correctional Officer (CO) supervision of inmate work crews under this Contract, including overtime approved by Contractor, if applicable, and all employee related expenses. Should additional crews be needed, Contractor will hire additional staff to supervise inmate work crews. The Contractor in agreement with the Department must authorize the expense of additional Departmental staff before the expense is incurred.
- 1.16 If applicable; in addition to payment for inmate labor and CO overtime, the Contractor shall pay the Department for transportation costs at the State prevailing rate per mile, as determined by the Arizona Department of Administration, General Accounting Office, for distance traveled by each Department transportation vehicle to and from the work site(s). Such payment shall be rendered by separate check or warrant at the same time and place as payment for inmate wages.

- 1.17 That on or before the 15th business day of each calendar month, the Contractor shall make payment for all work performed during the preceding month. The check or warrant shall be made payable to Arizona State Prison Complex applicable and sent to the following addresses:

Arizona State Prison Complex – Douglas
Attention: Business Manager
P.O. Box 3867
Douglas, Arizona 85608-3867

Arizona State Prison Complex – Safford/Fort Grant
Attention: Business Manager
896 South Cook Road
Safford, Arizona 85546

Arizona State Prison Complex – Tucson
Attention: Business Manager
P.O. Box 24400
Tucson, Arizona 85734-4400

- 1.18 To maintain records and other evidence sufficient to reflect properly all payments related to this work program. Such records shall be made available for inspection and audit upon request by the Department.
- 1.19 To insure that applicable law enforcement/traffic control is present if the job activity requires that an inmate step on the active portion (blacktop) of Interstate Highways.
- 1.20 To have and maintain all required Arizona Department of Transportation permits that are applicable and to comply with the Traffic Control requirements outlined in the permits.
- 1.21 In the event of an inmate escape, the Contractor shall immediately contact the Department and the police department.
- 1.22 That inmates assigned to this work program **shall not** drive any licensed, over-the road vehicle as part of their job responsibilities. However, assigned inmates may be permitted to operate the Contractor's off-road mobile equipment, in accordance with the following guidelines.
- 1.18.1 The Contractor shall provide written notice to the Department advising of the need to have inmates operate mobile equipment. The notice shall describe the type(s) of off-road mobile equipment to be operated in accordance with Attachment #3.
- 1.18.2 No inmate shall operate any mobile equipment until the Contractor receives written authorization from the Department in accordance with Attachment #3.
- 1.18.3 If the Contractor receives written authorization from the Department, the Contractor shall document training provided to inmates specific to each type of off-road mobile equipment to be operated.
- 1.18.4 Acquire and maintain applicable insurance in compliance with State requirements.
- 1.18.5 Designated off-road mobile equipment may be:
- 1.18.5.1 Riding lawnmowers and golf carts or similar type equipment.

- 2 **THE DEPARTMENT AGREES:**
- 2.1 To provide a mutually agreed number of inmates, subject to availability of said work force, to support the Cochise County, Inmate's scope of work will support the Public Works and Projects for landscapers, grounds keepers, janitors, mechanics, electricians, construction technicians, construction laborers, HVAC repairmen, cement finishers, equipment operators, computer technicians, electronic equipment installers, paint & body repairmen, plumbers, production line workers, clerical workers, welders and painters.
- 2.2 Inmates classified as sexual predators/offenders **shall not** be utilized for this public works Contract.
- 2.3 That work hours and number of inmates shall be performed at the Contractor's business location(s) as shown on Attachment No. 4.
- 2.4 To provide transportation of inmate workers to and from selected work site(s) in Department owned vehicles. Inmate workers shall not be transported in privately owned vehicles at any time.
- 2.5 If the Contractor is not able to provide transportation, the Department may agree to provide transportation of inmates to and/or from the work site at the State prevailing rate.
- 2.6 To provide sack lunches for inmates and furnish all clothing, except special protective clothing or footwear.
- 2.7 To provide security supervision of inmate workers in accordance with Department written instructions.
- 2.8 When mutually agreed to by the Department and the Contractor: to provide a Correctional Officer (CO) who shall remain on site to provide security supervision of the inmate workers each workday. The assigned CO shall follow Department notification procedures if:
- 2.8.1 An inmate fails to remain at the work site.
- 2.8.2 An inmate has an accident or becomes seriously ill at the work site.
- 2.9 To remove and replace as soon as possible any inmate who does not perform to the satisfaction of the Contractor.
- 2.10 To approve/disapprove the Contractor's technical supervisor(s) assigned to this work program in accordance with Department written instructions.
- 2.11 To present training to Contractor's staff who will be involved in supervising or interacting with inmate workers. This training shall be given **prior** to initiating the work activities described in this Contract. Subsequent to Contract execution, replacement staff assigned to this work program must receive Department training prior to assuming work responsibilities.
- 2.12 To keep the Contractor fully informed of Department written instructions and activities that have bearing upon the Contractor fulfilling assigned obligations under this Contract.
- 2.13 To designate an institutional contact person who shall function as a liaison between the Institution, Department and the Contractor in developing and coordinating work schedules, assignments, hours and transportation. The Department shall ensure the Contractor is given the name and telephone number/extension of the contact person.

- 2.14 To ensure that any inmate(s) who drives the Contractor's off-road mobile equipment as an assigned work duty is in compliance with Department written instructions governing the use of inmate drivers.
- 2.15 That prior to the initiation of this work program, the proposed work site shall be inspected relative to security and safety concerns to ensure the work environment satisfies all requirements imposed by custody level of assigned inmate workers and assigned work responsibilities. If, during the term of this Contract, security or safety concerns should become evident, or the Contractor wishes to change or alter the work site, the procedure described in Section 1.12 of this Contract shall be followed.
- 2.15.1 All verbal communications between the Department and the Contractor regarding security/safety issues or work site alterations shall be documented in writing for file.
- 2.15.2 All written correspondence related to incidents involving security or safety issues shall be reported in accordance with Department written instructions.
- 2.16 To invoice the Contractor for payments due no later than the fifth (5th) business day of each month. Invoices shall identify the following:
- 2.16.1 Inmate name and ADC number
- 2.16.2 Hours worked
- 2.16.3 Rate of pay
- 2.16.4 Mileage (if applicable)
- 2.16.5 Vehicle repair expense (if applicable)
- 2.16.6 Total amount invoiced
- 2.17 Invoices for CO supervision shall identify at a minimum the following:
- 2.17.1 CO name(s)
- 2.17.2 CO hours worked including overtime hours, if applicable
- 2.17.3 Total amount invoiced
- 2.18 That invoices shall be sent to the Contractor at the following address:

Cochise County Board of Supervisors
Attn: Administrative Services Manager
619 Melody Lane
Bisbee, Arizona 85603

3 SPECIAL TERMS AND CONDITIONS

- 3.1 Term of Contract This Contract shall begin when all signatures are affixed and executed by the Department and shall continue for a period of five (5) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
- 3.1.1 This Contract is expected to commence with the expiration of the current Contract, in effect through **June 30, 2015**.
- 3.2 This Contract may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.
- 3.3 Upon termination of this Contract as permitted herein, all remaining monetary obligations up to the termination date shall be satisfied as follows:
- 3.3.1 All outstanding payments for services provided by the terms of this Contract shall be forwarded to the Department by the Contractor in the format and to the location specified herein. Said payment shall be made by the Contractor within ten (10) calendar days after termination of the Contract.
- 3.3.2 Payments made by the Contractor to the Department shall be in agreement with the Department's records. Should a discrepancy in amount of payment occur and remain unresolved after accomplishing the procedure identified herein, then the Department may request an audit of the Contractor's financial records. The Contract shall remain in effect until the discrepancy is resolved; however, services to the Contractor shall end in accordance with the **Notice of Termination**.
- 3.4 If a discrepancy in payment, or payment records is identified by either party to this Contract, the party discovering the discrepancy shall notify the other in writing within ten (10) workdays after discovery. Both parties shall resolve the discrepancy by comparison and reconciliation of records.
- 3.5 Circumstances may arise during the term of this Contract which may prohibit the assignment of inmates for work assignments. Such circumstances could include acts of nature, institution riots, lockdowns, inmate work strikes, etc. The following guidelines shall govern, if such circumstances should occur:
- 3.5.1 The Department shall provide verbal notice within 24 hours to the Contractor if circumstances will impact work activities.
- 3.5.2 The Contractor shall not hold the Department liable for failure to perform, or in default of Contract terms due to circumstances described above.
- 3.6 Inmates working under this Contract are not employees of the Contractor and any compensation is provided solely pursuant to A.R.S. § 31-254.
- 3.7 Non-Availability of Funds In accordance with A.R.S. § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

- 3.8 Cancellation for Conflict of Interest In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.
- 3.9 The Department reserves the right to terminate the contract for default in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Department shall provide written notice of the termination and the reasons for it to the Contractor.
- 3.10 Changes to the Contract shall be handled by formal amendment through Procurement Services.
- 3.11 Arbitration In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
- 3.11.1 Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Contract, or to cost and expenses of this Contract as to which exception has been taken by either party, or their designees, shall be retained by the parties until such appeals, litigations, claims or exceptions have been finally resolved.
- 3.12 Applicable Law In accordance with A.R.S. § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 3.13 Non-Discrimination In accordance with A.R.S. § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 3.14 Each party to this contract shall be responsible for any and all costs, including but not limited to, attorney fees, court costs and other litigation expenses incurred as a result of the errors and omissions of its officers, employees, agents, or assigns arising out of the performance of this contract.
- 3.15 Audit of Records In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 3.16 Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Contract, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as shown on the signature page of this document.
- 3.17 Third Party Antitrust Violations The Contractor assigns to the State any claims for charges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor.

- 3.18 Notice Warning Any person who takes into or out of or attempts to take into or out of correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employee and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property of packages.

Definition: A.R.S. § 13-2501:
A.R.S. § 13-2505:
ADC Department Order 708

3.19 Unlawful Sexual Conduct

3.19.1 A person – who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private prison facility or a city or county jail; Contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail – commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county

3.19.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who Contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

3.19.3 Unlawful sexual conduct with an offender who is under fifteen years of age is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

3.19.4 Unlawful sexual conduct; correctional facilities; classification; Definition
A.R.S. § 13-1419.

- 3.20 Federal Prison Rape Elimination Act 2003 The Contractor shall comply with the Federal Prison Rape Elimination Act of 2003. Reference 28 C.F.R., Part § 115.

3.21 Contraband

3.21.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medications, etc.

Promoting prison contraband A.R.S. § 13-2505:

A person, not otherwise authorized by law, commits promoting prison contraband:

- By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
- By knowingly conveying contraband to any persons confined in a correctional facility; or
- By knowingly making, obtaining, or possessing contraband while being confined in a correctional facility.

Promoting Prison Contraband is a Class 5 felony.

Authority A.R.S. § 13-2501
 A.R.S. § 13-2505
 ADC Department Order 708

- 3.22 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.23 Electronic and Information Technology. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 3.24 E-Verify Requirement
- 3.24.1 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 AAC Section A.R.S. § 23-214, Subsection A.
- 3.25 **INDEMNIFICATION:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

INMATE WORK PROGRAM UTILIZING CONTRACTOR SUPERVISION

- A. No inmate shall be placed in a supervisory capacity over any other inmate.
- B. Department authorities shall be notified of unsatisfactory work or malingering of inmates and, if requested, the Contractor shall furnish a written account of such unsatisfactory performance.
- C. The Department shall receive immediate notification of an inmate's failure to remain at work in accordance with assigned job duties.
- D. The Department shall receive immediate notification of the discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker
- E. In the event of accident or serious illness while on the job, the Contractor may administer first aid as necessary and shall notify Department authorities without delay. If necessary, in the interest of life or limb, the inmate may be transported to the nearest hospital. Inmate workers **shall not** be transported in privately owned vehicles at any time.
- F. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- G. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- H. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- I. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- J. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- K. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. 31-221, and **no** information shall be released without prior written authorization from a representative of the Department.
- L. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs.
- M. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
ADC Contract No. 15-102-20**

- N. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.

- O. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

- P. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

INMATE WORK PROGRAM UTILIZING ON-SITE CORRECTIONAL OFFICER(S) (CO)

- A. The Contractor shall provide training and special protective clothing if work environment necessitates use of specific safety precautions or if inmates must work with, near, or around hazardous materials, e.g., asbestos, explosives, radioactive substances. Provision of training shall be documented in writing for each inmate participant. Special protective clothing may include, but shall not be limited to, shoes, safety glasses, gloves, goggles, protective outerwear, hats, etc.
- B. The Contractor shall provide instruction to all inmate workers regarding necessary safety precautions at the job site. If inmate workers are required to operate special equipment as part of their job duties, appropriate training specific to its use shall be provided and documented.
- C. Contractor's supervisors shall have knowledge and training related to the particular work tasks described in the Contract to ensure that qualified technical supervision and assistance shall be provided to inmate workers as applicable to job requirements.
- D. All equipment, machinery and tools needed to accomplish designated work assignments shall be maintained in good repair and working condition by the Contractor.
- E. The Contractor shall comply with the required standards of the Occupational Safety and Health Act (OSHA) during the term of this Contract relative to safety of the work environment and equipment used by assigned inmate workers.
- F. The confidentiality of information regarding any inmate worker acquired in the course of service pursuant to this Contract shall be maintained in accordance with A.R.S. §31-221, and *no* information shall be released without prior written authorization from a representative of the Department.
- G. The Contractor's personnel shall be instructed that it is unlawful for anyone to give, take or in any manner barter with inmates, i.e., the supplying of any goods, including food and soft drinks or monies, constitutes a felony for which they can be prosecuted. Inmates are not permitted to work where there are alcoholic beverages or illegal drugs. The Contractor's personnel shall not handle any mail, notes, packages, or verbal messages for assigned inmates. No inmate shall be permitted to make or receive telephone calls unless the call is made to or received from the prison facility in which the inmate is incarcerated.
- H. An authorized representative of the Department shall be permitted to visit or telephone assigned inmates at the prescribed place of work, or to otherwise communicate with the Contractor to discuss each inmate's work performance, work attendance and general behavior.
- I. No inmate shall be placed in a supervisory capacity over any other inmate.
- J. The Contractor shall provide immediate notification to the on site CO of the following:
 - 1. Unsatisfactory work or malingering of inmates. If requested, the Contractor shall furnish a written account of such unsatisfactory performance.
 - 2. The discovery or suspicion of any intoxicant or unprescribed drug in the possession of any inmate worker.
- K. **The visiting of an inmate by any unauthorized person shall not be permitted.** If any person is found visiting with an inmate, his or her name and description shall be given to Department authorities. If it is not possible or feasible to obtain names, other identification such as automobile make, description and license number shall be obtained when possible.

**STANDARD WORK PROVISION
INMATE WORK PROGRAMS**

**Attachment #1
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- L. Any allegations of non-compliance with Department written instructions, or other Contractor misconduct, shall be subject to investigation by the Department.

**STANDARD WORK PROVISION
SITE SAFETY AND
HEALTH PLAN**

**Attachment #2
ADC Contract No. 15-102-20**

Developed by: State of Arizona, Department of Administration
Risk Management Section

Provided by: Mike Foster, Manager, Safety and Environmental Services,
Administrative Services Division

1 PROGRAM OBJECTIVES

- 1.1 This Safety and Loss Prevention Program is established to exercise all available means of eliminating or controlling hazards and risks associated with renovation and construction projects.
 - 1.1.1 Minimize Personal injuries;
 - 1.1.2 Maximize Property Conservations;
 - 1.1.3 Achieve Greater Efficiency; and
 - 1.1.4 Reduce Direct and Indirect Costs
- 1.2 The effectiveness of Safety and Loss Prevention Program will depend on the active participation and full cooperation of all involved with the project to include management, supervisors, inmates, and employees, and their efforts in carrying out the following basic responsibilities.
 - 1.2.1 Plan all work to minimize personal injury, property damage and loss of productive time.
 - 1.2.2 Properly select inmates/employees based upon their skill level for the necessary job tasks.
 - 1.2.3 Provide for the protection of adjacent property and safety of the public.
 - 1.2.4 Coordinate activities with others at the work location.
 - 1.2.5 Establish and conduct an educational program to stimulate and maintain interest and participation of all inmates and employees through:
 - 1.2.5.1 Safety Meetings;
 - 1.2.5.2 Prompt investigation of all accidents and serious potential incidents to determine cause or causes and take necessary corrective action to eliminate a recurrence of a loss or incident;
 - 1.2.5.3 Use of proper work methods, personal protective equipment, and mechanical guards;
 - 1.2.5.4 Employee/inmate safety instructions to all assigned work; and
 - 1.2.5.5 Safety training programs.

2 RESPONSIBILITIES

- 2.1 It is the purpose of the program to organize and direct activities, which will:
 - 2.1.1 Avoid injuries.
 - 2.1.2 Reduce construction interruption due to an accident.
 - 2.1.3 Assure a safe and healthy place to work.

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- 2.2 The Project Manager is required to establish and administer a site-specific safety program and will:
- 2.2.1 Make periodic loss prevention surveys.
 - 2.2.2 Submit written recommendations.
 - 2.2.3 Periodically attend safety meetings.
 - 2.2.4 Assure safety orientation meetings for employees/inmates are conducted and documented.
 - 2.2.5 Provide warning signs, safety literature, reporting forms, and other educational and training materials as deemed appropriate.
 - 2.2.6 Maintain a written comprehensive Safety and Loss Prevention manual.
 - 2.2.7 Give due consideration to all safety factors during pre-planning.
 - 2.2.8 Employ only those individuals physically and mentally capable of performing in a safe manner.
 - 2.2.9 Comply with the Occupational Safety and Health Act and all other applicable Federal, State and Local regulations.
 - 2.2.10 Provide and enforce the use of all necessary testing equipment for employee/inmate health and safety. Provide and enforce the use of personal protective equipment and use only where Engineering controls are not feasible.
 - 2.2.11 Provide properly guarded and maintained tools, machinery and equipment.
 - 2.2.12 Maintain necessary accident records and promptly file the reports required by the State or Federal authorities and the insurer.
 - 2.2.13 Promptly investigate any incident that causes injury or damage to property.
 - 2.2.14 Plan and schedule work operations so as to control personal injury and property damage hazards.
 - 2.2.15 Maintain good housekeeping conditions and fire protection equipment.
 - 2.2.16 Maintain an effective equipment inspection and maintenance program.
 - 2.2.17 Provide proper and specific work task training for employees/inmates regarding the hazards of their jobs and how to work safely.
 - 2.2.18 Correct unsafe work habits of employees/inmates as soon as they are observed.
 - 2.2.19 Eliminate unsafe conditions under their control and promptly report those they cannot eliminate to the proper authority.
 - 2.2.20 Conduct weekly toolbox meetings with all employees/inmates and maintain written records of these meetings. The written record shall include the date, topic discussed, comments, and attendees.

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- 2.2.21 Ensure each employee/inmate understands that violations of the project safety program will not be tolerated and that proper disciplinary action will be administered, including removal from the Project for violation of safety policy.

3 GENERAL SAFETY REQUIREMENTS

3.1 Laws and Regulations:

- 3.1.1 Responsible project management representatives shall comply with and enforce all local, state and federal laws, rules, statutes and regulations of governing or regulatory bodies within the geographical scope of its operations. They will also cooperate with all regulatory agencies regarding job site safety and health, and allow full access to the project for visitation.

3.2 Audit Procedures:

- 3.2.1 All documentation regarding safety training, hazard communication, electrical safety programs, equipment safety programs, equipment inspection and maintenance records, and fire protection inspection shall be kept on the job site.

3.3 Drug and Alcohol Policy:

- 3.3.1 The possession or use of any non-prescribed drug or any alcohol beverage on the job site is strictly prohibited.

4 SPECIFIC REQUIREMENTS

4.1 Emergency Procedures Guideline:

- 4.1.1 The Project Manager will set up emergency procedures for the following categories:

- 4.1.1.1 Fire
- 4.1.1.2 Injuries
- 4.1.1.3 Injury to the general public
- 4.1.1.4 Property damage, particularly to utilities; i.e., gas, water, sewage, electrical, telephone, or pedestrian and vehicle routes.
- 4.1.1.5 Public demonstrations
- 4.1.1.6 Bomb threats
- 4.1.1.7 Other exposures at the construction site

- 4.1.2 In order that necessary emergency services are supplied promptly, the Project Manager shall:

- 4.1.2.1 Post in a conspicuous place, a list of emergency phone numbers, along with the type of information to be transmitted for each emergency situation.
- 4.1.2.2 Delegate responsibility for making emergency calls.

- 4.1.3 It is the responsibility of the Project Manager to ensure immediate (5 min or less) reliable emergency medical response is available or to provide full time dedicated, trained emergency medical staff and facilities to be available to all employees/inmates If employees/inmates are working with materials that could adversely affect their respiration, or are subject to electrical shock that could cause loss of the breathing function, and medical response is longer than 3 to 4

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minutes, the Project Manger must adhere to the OSHA rules and regulations, 29 CFR 1926.50, regarding medical response for a construction site.

4.1.4 The Project Manager's emergency procedures should be reviewed regularly and, where necessary, adjusted to provide maximum effectiveness.

4.2 Protection of the Public:

4.2.1 The Project Manager shall take all necessary precautions to prevent injury to the public or damage to property of others. The term "public" shall include all persons not engaged in the project or others working under his/her direction. Precautions to be taken shall include, but not limited to, the following:

4.2.1.1 Work shall not be performed in any area occupied by the public unless specified permitted by the contract or in writing by the Project Manager.

4.2.1.2 When it is necessary to maintain public use of work areas involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways and vehicular roadways, the Project Manager s shall protect the public with appropriate guardrails, barricades, temporary partition shields, and adequate visibility. Such protection shall guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gasses, open flames, energized circuits or other harmful exposures.

4.2.1.3 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors or exits shall be kept clear of obstructions to permit safe ingress and egress of the public at all times.

4.2.1.4 Appropriate warnings, signs, and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal shall control the movement of motorized equipment in areas where the public might be endangered.

4.2.1.5 Sidewalk sheds, canopies, catch platforms and appropriate fences shall be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural, alteration of outside walls on any structure. The protection required shall be in accordance with the laws and regulations of the regulatory bodies.

4.2.1.6 A temporary fence shall be provided around the perimeter of above ground operations adjacent to public areas except where a sidewalk shed or fence is, if provided by the contract or as required by Subparagraph 5 above. Perimeter fences shall be at least six feet high and/or in compliance with the laws and regulations of the regulatory bodies involved.

4.2.1.7 Guardrails shall be provided on both sides of vehicular and pedestrian bridges, ramps, runways and platforms. Pedestrian walkways elevated above adjoining surfaces, or walkways within six feet of the top of excavated slopes or vertical banks shall be protected with guardrails, except where sidewalk sheds or fences are provided as required by Subparagraph 5 above. Guardrails shall be made of

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rigid materials capable of withstanding a force of at least 200 pounds applied in any direction at any point in their structure. Their height shall be approximately 42-inches. Top rails and post may be 2-inches by 4-inches dressed wood or equal. Intermediate horizontal rails at mid-height and toe boards at platform level may be 1-inch by 6-inch wood or equal. Posts shall not be over eight feet apart.

- 4.2.1.8 Barricades meeting the requirements of the political subdivision involved shall provided where sidewalk sheds, fences or guardrails as referenced above, are not required between work areas and pedestrian walkways, roadways or occupied buildings. Barricades shall be secured against accidental displacement and shall be maintained to perform the work. During the period a barricade is removed temporarily for the purposes of work, a watchman shall be placed at all openings.
- 4.2.1.9 Temporary sidewalks shall be provided when a permanent sidewalk is obstructed by the Trade Subcontractor's or any tier operations. They shall be in accordance with the requirements of the political subdivision involved. Guardrails shall be provided on both sides of temporary sidewalks.
- 4.2.1.10 Warning signs and lights including lanterns, torches, flares and electric lights, meeting requirements of the political subdivision involved, shall be maintained from dusk to sunrise along guardrails, barricades, temporary sidewalks and at every obstruction to the public. These shall be placed at both ends of such protection or obstructions and not over 20 feet apart alongside of such protection or obstructions.

4.3 Housekeeping

- 4.3.1 During the course of construction/renovation, housekeeping practices will be followed to keep the work areas, passageways, and stairs in and around the buildings or other structures, free from debris of all types.
 - 4.3.1.1 This shall include scrap lumber and form lumber with protruding nails.
 - 4.3.1.2 Combustible scrap and debris shall be removed at regular intervals. Containers shall be provided for the collection of scrap, trash and other debris.

4.4 Personal Protective Equipment:

- 4.4.1 The Project Manager shall be responsible for requiring the wearing of appropriate personal protective equipment in all operation where there is an exposure to hazardous conditions or where there is an indication of the need for using such equipment to reduce the hazard to employees/inmates. Such equipment will be used where engineering out the hazard is not feasible.

4.5 Flammable and Combustible Liquids:

- 4.5.1 Flammable and combustible liquids shall be stored and dispensed in compliance with regulations and rules established by the governing regulatory bodies.

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- 4.5.2 Any leakage or spillage of flammable or combustible liquids shall be cleaned up immediately and disposed of promptly and safely.
- 4.5.3 Transfer of flammable liquids from one container to another shall require electrically bonding the containers.
- 4.5.4 Small quantities of flammable liquids that may be used at various points on the Job Site shall be handled in approved safety cans.
- 4.5.5 No smoking, matches, or open flames will be permitted within 50 feet of the area where flammable liquids are used or transferred, unless conditions warrant greater clearance.
- 4.5.6 Fuel trucks will properly marked, contents clearly identified, posted and with proper fire protection.
- 4.5.7 Fuel tanks over 500 gallons will be diked, grounded, and protected from contact by vehicles on all sides. Proper identification of tanks and access for measurement will be maintained.
- 4.6 Tools – Hand and Power:
 - 4.6.1 All hand and power tools and equipment shall be maintained in a safe condition. The Project Manager shall be responsible for the condition of all tools or equipment used by employees/inmates.
 - 4.6.2 Power operated tools that are designed to accommodate guards shall be equipped with such guards while in use.
 - 4.6.3 Belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating or moving parts of such equipment or tools shall be guarded if such parts are exposed to contact.
 - 4.6.4 Wrenches shall not be used when the jaws are sprung or worn to the point that slippage occurs.
 - 4.6.5 Impact tool such as wedges and chisels shall be kept free of mushroomed heads.
 - 4.6.6 Wooden handles of tool shall be kept free of splinters and cracks and shall be kept tight in the tool.
 - 4.6.7 All hand-held powered drills, fastener drivers, grinders with wheels greater than 2-inches in diameter, disc sanders, belt sanders, reciprocating saws, saber saws and similar operating power tools shall be equipped with a momentary contact off-on control and may have a lock-on control provided that turn off can be accomplished with a single motion of the same finger or fingers that turn it on.
 - 4.6.8 All other hand-held powered tools such as circular saws, chain saws, and percussion tools with positive accessory holding means, shall be equipped with a constant pressure switch that will shut off power when the pressure is released.
 - 4.6.9 The use of electrical cords for hoisting or lowering tools shall not be permitted.

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- 4.6.10 Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally disconnected. Each section of supply hose to pneumatic tool shall also be secured by some positive means to prevent accidental disconnection.
- 4.6.11 Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.
- 4.6.12 Pneumatic hoses shall not be used as a means of hoisting or lowering tools.
- 4.6.13 Only employees/inmates who have been trained in the operation of the particular tool in use shall be allowed to operate a power-actuated tool.
- 4.6.14 Power-actuated tools shall be tested each day before loading to see that safety devices are in proper working condition. The testing shall be done in accordance with the manufacturer's recommended pressure.
- 4.7 Earth Moving Equipment:
 - 4.7.1 Operators will receive instructions on proper mounting and dismounting of equipment.
 - 4.7.2 Operators shall wear seat belts while vehicle is in motion.
 - 4.7.3 Equipment shall be in safe operating condition and inspected daily for proper braking and hydraulic systems and tires.
 - 4.7.4 Dozer, loader, scraper, backhoe buckets, glades and pans will be grounded before the operator dismounts.
 - 4.7.5 Prior to mounting any equipment, the operator will visually inspect the area not visible from the operator's station.
 - 4.7.6 Equipment will have audible warning devices in good working order.

LETTER OF INSTRUCTION
REQUEST FOR AUTHORIZATION

UTILIZING INMATE WORKERS FOR OPERATION OF OFF-ROAD MOBILE EQUIPMENT

Inmate Work Contracts between the Department and the Contractor provide authorization for assigned inmate workers to operate off-road mobile equipment under certain conditions. This Letter of Instruction provides the procedure for obtaining approval to utilize inmate workers on Contractor's off-road mobile equipment.

- 1 The Contractor shall provide written notice advising of the need to utilize inmate workers to operate specific off-road mobile equipment. The request shall include the following information:
 - 1.1 A complete list describing the type(s) of off-road mobile equipment to be operated;
 - 1.2 Identification of specific training inmates will receive for each type of off-road mobile equipment; and
 - 1.3 A list of inmates, to include the inmate's Department identification number, for whom approval is being requested. The list **shall** reflect the type(s) of mobile equipment to be operated, specific to each inmate worker.
- 2 The Department shall acknowledge the Contractor's request and, after coordinating with institution officials, notify the Contractor in writing of those inmates approved to be trained to operate off-road mobile equipment. The Contractor **shall not** proceed with training until written notice of authorization is received from the Department.
- 3 Once approval to proceed with training is received, the Contractor shall provide safety and operational training to approved inmates for each type of specified off-road mobile equipment. The manufacturer's supplied training materials and/or materials developed in accordance with Occupational Safety and Health Act (OSHA) guidelines, for each specific type of mobile equipment, should meet the training requirements for each inmate operator. Copies of training materials shall be provided to the Department for record keeping purposes.
- 4 Once training is complete, the Contractor shall furnish documentary evidence of satisfactory completion of training for each inmate. The documentation shall include the inmate's certification by signature that he/she understands the operation and safety issues of each type of mobile equipment he/she has been trained to operate.
- 5 Following review of training documents provided by the Contractor, and/or designee, the Department shall furnish the Contractor with notification of approval for individual inmates. Contractor shall maintain records of training and authorization for all inmate workers as long as they are engaged in this inmate work program.
- 6 The Contractor shall acquire and maintain applicable insurance in compliance with State requirements.

**CONTRACTOR
AUTHORIZED WORK LOCATION (s)**

**Attachment #4
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Work Hours	Monday through Thursday 6:00am to 3:30pm		
	Location	Preferred Number of Inmates	Supervision
1	Wilcox Transfer Station 802 E. Maley Stret Wilcox, Arizona	3	Contractor
2	Willcox Roadyard 500 N. Railroad Avenue Willcox, Arizona	8	DOC
3	Willcox Service Center 450 S. Haskell Avenue Willcox, Arizona	2-5	DOC
4	Benson Transfer Station 980 N. Madison St. Benson, Arizona	6	Contractor
5	W.R.L 2595 N. Sagebrush Road Whetstone, Arizona	13	Contractor
6	C.C.S.P 110 Naco Highway Bisbee, Arizona	1-10	Contractor
7	Facilities 1415 W. Melody Lane Bldg. C Bisbee, Arizona	1-5	Contractor
8	Mail Room 1415 W. Melody Lane Bldg. C Bisbee Arizona	1-10	Contractor
9	Bisbee Jail 203 Judd Avenue Bisbee, Arizona	2	Contractor
10	Transfer Station 110 Tovreaville Road Bisbee, Arizona	2	Contractor
11	Sign Shop 1229 Hereford Rd. Bldg. B Bisbee, Arizona	2	Contractor
12	Heavy Fleet 1221 W. Hereford Road Bisbee, Arizona	2	Contractor
13	Light Fleet 1151 Hereford Road Bisbee, Arizona³	4	Contractor
14	County Crew #2 1229 W. Hereford Road Bisbee, Arizona	8	DOC

**CONTRACTOR
AUTHORIZED WORK LOCATION (s)**

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15	Transfer Station 90 West 9 th Street Douglas, Arizona	9	Contractor
16	County Crew #3 3665 N. Leslie Canyon Rd. Douglas, Arizona	10	DOC
17	Service Center 1012 N. G. Avenue Douglas, Arizona	4	Contractor
18	Transfer Station 7201 E. Highway 90 Sierra Vista, Arizona	5	Contractor
19	Foothills/Health Department 4115 E. Foothills Drive Sierra Vista, Arizona	1	Contractor
20	Benson Service Center 126 W. 5 th Street Benson, Arizona	1-5	DOC