



# Cochise County Board of Supervisors

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

**RICHARD R. SEARLE**  
Chairman  
District 3

**PATRICK G. CALL**  
Vice-Chairman  
District 1

**ANN ENGLISH**  
Supervisor  
District 2

**JAMES E. VLAHOVICH**  
County Administrator

**EDWARD T. GILLIGAN**  
Deputy County Administrator

**ARLETHE G. RIOS**  
Clerk of the Board

**AGENDA FOR REGULAR BOARD MEETING**  
**Tuesday, September 27, 2016 at 10:00 AM**  
BOARD OF SUPERVISORS HEARING ROOM  
1415 MELODY LANE, BUILDING G, BISBEE, AZ 85603

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

**PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

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

---

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

**CONSENT**

**Board of Supervisors**

1. Approve the award of Invitation for Bids (IFB) No. 16-48-FAC-04 to Pavex Corporation for the following airport improvements at the Cochise County Airport, Willcox, AZ: replacing the rotating beacon and tower, installing taxiway A edge lights, rehabilitate guidance signage, replace wind cone and segmented circle and other non A.I.P construction items, in the not to exceed amount of \$196,767.
2. Approve the Minutes of the regular meeting of the Board of Supervisors of September 13, 2016.
3. Approve a letter from the Board of Supervisors granting permission to the Cochise County Fair Association to apply for horse race dates in 2017, specifically: April 8, 9, 15, 16, 22, and 23.
4. Approve a liquor license application for a series 16 (Wine Festival/Wine Fair) submitted by Ms. Jacquelyn Cook for a Wine Festival to be held at Apple Annie's, 6405 W. Williams Road, Willcox, AZ 85643 on October 7, 2016.

**County Attorney**

5. Approve the proposed tax appeal settlement in Rich v. Cochise County, CV201600251, now pending in the Cochise County Superior Court.

### **County Sheriff**

6. Approve grant agreement 2016-DJ-BX-0805 between Cochise County and the US Department of Justice for the purchase of equipment related to the mission of the Southeast Arizona Border Region Enforcement (SABRE) Team in the amount of \$22,450 from October 1, 2015 through September 30, 2017.
7. Approve an Intergovernmental Agreement (IGA) between the Cochise County Sheriff's Office and Phoenix Police Department to be a part of the Internet Crimes Against Children (ICAC) Task Force effective September 27, 2017 through September 27, 2019 with an option for two - two year renewals.

### **Finance**

8. Approve demands and budget amendments for operating transfers.

### ***PUBLIC HEARINGS***

### **Community Development**

9. Adopt Resolution 16-42 establishing Camino de Manana as a Declared County Highway.

### ***ACTION***

### **Board of Supervisors**

10. Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

### **County Sheriff**

11. Approve Contract Agreement 2016-063 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office in the amount of \$1,000,000 from DPS for the construction of the Cochise County Regional Communications Center effective August 30, 2016 to June 30, 2017.

### ***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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016

Contract Award for Cochise County Airport Electrical Improvements, A.I.P Project No. 3-04-0049-005-2016

**Submitted By:** Terry Hudson, Procurement

**Department:** Procurement

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

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

**NAME of PRESENTER:** Terry Hudson      **TITLE of PRESENTER:** Procurement Director

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

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**

Approve the award of Invitation for Bids (IFB) No. 16-48-FAC-04 to Pavex Corporation for the following airport improvements at the Cochise County Airport, Willcox, AZ: replacing the rotating beacon and tower, installing taxiway A edge lights, rehabilitate guidance signage, replace wind cone and segmented circle and other non A.I.P construction items, in the not to exceed amount of \$196,767.

**Background:**

Invitation for Bid IFB No. 16-48-FAC-04 was released on June 30, 2016. The Bid was advertised in the Arizona Range News on July 6-13, 2016, and thirteen potential bidders were notified by emails and faxes. Fifteen sets of bid documents and plan sets were requested by potential contractors and subcontractors. A pre-bid job walk was held on July 20, 2016 with five potential contractors attending. Six bid responses were received prior to the bid closing date and time of August 2, 2016 at 4:00 p.m. A copy of the bid tabulation is attached. The FAA and ADOT have approved awarding this contract under the terms of the grant offer.

**Department's Next Steps (if approved):**

File Contractors bonds and proof of insurance when received, execute construction contract, issue notice to proceed and monitor Contractors performance.

**Impact of NOT Approving/Alternatives:**

The airport improvements will not be completed and the County would lose the Federal and State grant funding.

**To BOS Staff: Document Disposition/Follow-Up:**

Two copies of the contract for construction services will be hand carried to the BOS staff for signatures.

**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):**

This airport improvement project A.I.P 3-04-0049-005-2016 is funded by the FAA and ADOT.

---

**Attachments**

Bid Tabulation

---

**Bid Tabulation**  
**IFB 16-48-FAC-04 – Cochise County Airport Electrical Improvements**  
**Willcox, AZ**

<b>Contractor</b>	<b>Schedule I</b>	<b>Schedule II</b>	<b>Schedule III</b>	<b>Schedule IV</b>	<b>Non-AIP</b>	<b>Total</b>
<b>Pavex Corp</b>	<b>\$35,846.00</b>	<b>\$134,585.00</b>	<b>\$10,955.00</b>	<b>\$14,031.00</b>	<b>\$1,350.00</b>	<b>\$196,767.00</b>
<b>KE&amp;G</b>	<b>\$91,714.00</b>	<b>\$119,365.00</b>	<b>\$12,962.00</b>	<b>\$24,161.00</b>	<b>\$5,600.00</b>	<b>\$253,802.00</b>
<b>Scenic Electric</b>	<b>\$95,059.00</b>	<b>\$144,982.50</b>	<b>\$9,780.00</b>	<b>\$34,360.00</b>	<b>\$1,950.00</b>	<b>\$286,131.50</b>
<b>AJP Electric</b>	<b>\$76,485.00</b>	<b>\$191,500.00</b>	<b>\$12,125.00</b>	<b>\$23,045.00</b>	<b>\$3,300.00</b>	<b>\$306,455.00</b>
<b>J. Banicki</b>	<b>\$65,353.00</b>	<b>\$185,853.00</b>	<b>\$21,142.00</b>	<b>\$40,821.00</b>	<b>\$2,601.00</b>	<b>\$315,770.00</b>
<b>Rural Electric</b>	<b>\$101,030.00</b>	<b>\$179,623.00</b>	<b>\$12,730.00</b>	<b>\$36,145.50</b>	<b>\$3,230.00</b>	<b>\$332,758.50</b>

**Schedule I – Replace rotating beacon and tower**

**Schedule II – Install taxiway A edge lights**

**Schedule III – Rehabilitate guidance signage**

**Schedule IV – Replace wind cone and segmented circle**

**Non-AIP**

**Construction – Remove sign panel, wind cone sock, lighted mandatory sign panels.**

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016

Minutes

**Submitted By:** Rebecca Reynolds, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the Minutes of the regular meeting of the Board of Supervisors of September 13, 2016.

**Background:**

Minutes

**Department's Next Steps (if approved):**

Signed minutes routed for processing and posted on the internet.

**Impact of NOT Approving/Alternatives:**

n/a

**To BOS Staff: Document Disposition/Follow-Up:**

Scan to OnBase and File.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

Minutes

**PROCEEDINGS OF THE COCHISE COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING HELD ON  
Tuesday, September 13, 2016**

A regular board meeting of the Cochise County Board of Supervisors was held on Tuesday, September 13, 2016 at 10:00 a.m. in the Board of Supervisors' Hearing Room, 1415 Melody Lane, Building G, Bisbee, Arizona.

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

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

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

**PLEDGE OF ALLEGIANCE**

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

---

***CONSENT***

Chairman Searle removed item 10 from the Consent Agenda.

**Board of Supervisors**

1. Approve the Minutes of the regular meeting of the Board of Supervisors of August 30, 2016.
2. Approve an application for a temporary Extension of Premises liquor license submitted by Mr. Leonel A. Urcadez for Gay 90's Bar located at 3856 S. Towner, Naco, AZ 85620 on October 13-14, 2016, for the 2016 Arizona Rally.
3. Ratify the signature of Chairman Searle and approve Airport Improvement Plan Grant Offer #3-04-0049-005-2016 from the Federal Aviation Administration (FAA) in the amount of \$270,258 with a local match share of \$13,267.40 for Taxiway A Edge Lighting, Windcone Relocation, Segmented Circle, Rotating Beacon, and install Guidance Signs at the Cochise County Airport in Willcox, AZ
4. Ratify the signature of Chairman Searle and approve letter submitted by the County Supervisors Association (CSA) on behalf of Cochise County on September 8, 2016 to Governor Ducey for consideration in fiscal year 2017-18 executive budget proposal for Arizona Counties' top financial priorities.

## County Attorney

5. Approve the Victims' Rights Program (VRP) Award Agreement, A.G. 2017-002, in the amount of \$33,800 between the Arizona Attorney General and the Cochise County Attorney's Office, for the period July 1, 2016 to June 30, 2017.

## County Schools

6. Adopt Resolution 16-25, cancelling the Ash Creek District #53 Governing Board Election for the two 4-year board seats and two 2-year board seats up for election; appointing the one candidate, Jessica Dilworth, who filed to run in the election to fill the open 4-year board position; appointing the one candidate, Caroline Tolby, who filed to run in the election to fill a 2-year open board position with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the remaining one 4-year position and one 2-year position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
7. Adopt Resolution 16-26, cancelling the Bowie District #14 Governing Board Election for the three 4-year board seats up for election; appointing the two candidates, Robin Ragan and Nancy-Jean "NJ" Welker, who filed to run in the election to fill the open 4-year board positions, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the one remaining 4-year term position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
8. Adopt Resolution 16-27, cancelling the Cochise Elementary District #26 Governing Board Election for one 4-year board seat up for election and resolve that the one 4-year position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
9. Adopt Resolution 16-28, cancelling the Cochise Technology District #01 Governing Board Election for the five 4-year board seats and three 2-year seats up for election; appointing the three candidates: Mark Goodman, Christopher Lentz, and Angela C. Obergh, who filed to run in the election to fill the 4-year open board positions; appointing the three candidates: Robert Devere, Joe Farmer, and Albert Young, who filed to run in the election to fill the three 2-year board seats up for election, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the two remaining 4-year positions hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
10. Adopt Resolution 16-29, cancelling the Double Adobe District #45 Governing Board Election for the two 4-year board seats up for election; appointing the one candidate, Pat V. English, who filed to run in the election to fill an open 4-year board position, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the one remaining 4-year term position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).

Chairman Searle pulled this item from consent.

Supervisor English said she would recuse herself from this item since her husband was the candidate.

Vice-Chairman Call moved to adopt Resolution 16-29, cancelling the Double Adobe District #45 Governing Board Election for the two 4-year board seats up for election; appointing the one candidate, Pat V. English, who filed to run in the election to fill an open 4-year board position, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the one remaining 4-year term position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3). Chairman Searle seconded the motion.

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

11. Adopt Resolution 16-30, cancelling the Douglas District #27 Governing Board Election for the three 4-year board seats up for election; appointing the one candidate, Natalio Sabal, who filed to run in the election to fill an open 4-year board position; appointing the one candidate, Ray Borane, who filed as a write-in candidate to a 4-year seat with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the one remaining 4-year term position be hereby declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
12. Adopt Resolution 16-31, cancelling the Elfrida District #12 Governing Board Election for the two 4-year board seats and one 2-year board seat up for election; appointing the two candidates, Pat Edie and Timothy Frazier, who filed to run in the election to fill the 4-year open board positions; and appointing the one candidate, James E. Fletcher, who filed to run in the election to fill the 2-year open board positions, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
13. Adopt Resolution 16-32, cancelling the McNeal District #55 Governing Board Election for the one 4-year board seat and one 2-year board seat up for election; appointing the one candidate, Ronald D. James, who filed to run in the election to fill the 4-year open board position, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017; and resolve that the one remaining 2-year term position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
14. Adopt Resolution 16-33, cancelling the Naco District #23 Governing Board Election for the one 4-year board seat up for election and resolve that the one 4-year term position hereby be declared to be vacant effective the first day of January, 2017, to be filled as provided in Section 15-302A(3).
15. Adopt Resolution 16-34, cancelling the Palominas District #49 Governing Board Election for the two 4-year board seats up for election and appointing the two candidates, Marti R. Payne and Sheila A. Ritter, who filed to run in the election to fill the 2 open 4-year board positions, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
16. Adopt Resolution 16-35, cancelling the Pearce District #22-3 Governing Board Election for the two 4-year board seats up for election and appointing the two candidates, Jennifer Kathleen Casady and Mary C. Sztuk, who filed to run in the election to fill the open board positions, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017.

17. Adopt Resolution 16-36, cancelling the Pomerene District #64 Governing Board Election for three 4-year-term board seats up for election and appointing the three candidates, Lianna M. Contreras, Donald F. Fenn, and Dalen Edington, who filed to run in the election to fill 4-year open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
18. Adopt Resolution 16-37, cancelling the San Simon #18 Governing Board Election for three 4-year-term board seats up for election and appointing the three candidates, Larry A. Parker, Dusty Pierce, and Jason D. Sloan, who filed to run in the election to fill the 4-year open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
19. Adopt Resolution 16-38, cancelling the Tombstone #01 Governing Board Election for three 4-year-term board seats up for election and appointing the three candidates, Brian "Randy" Keeling, Rick Shelley, and Mike Hayhurst, who filed to run in the election to fill the 4-year open board positions, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
20. Adopt Resolution 16-39, cancelling the Valley Union District #22-5 Governing Board Election for the two 4-year board seats up for election and appointing the two candidates, Alma Garcia and German Paz, who filed to run in the election to fill the 4-year board positions, with all of the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
21. Adopt Resolution 16-40, cancelling the Cochise College Precinct #2 Governing Board Election for the one 6-year term board seat up for election and appoint the candidate, Danny Ortega Jr., who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2017.
22. Adopt Resolution 16-41, cancelling the Cochise College- Precinct #4 Governing Board Election for one 6-year term board seat up for election and appoint the candidate, Timothy J. Quinn, who filed to run in the election to fill the open board position, with all the powers and duties of that office as if elected to that office, effective the first day of January, 2017.

## **Facilities**

23. Approve the agreement between Bisbee Vogue Inc, a nonprofit corporation and Cochise County for use of County premises around the Superior Courthouse and Administration Building for the Bisbee Stair Climb, from October 14 to October 16, 2016.

## **Finance**

24. Approve demands and budget amendments for operating transfers. Warrants Nos. 11377-11470, 11482-11598, 11608-11685 were issued in the amount of \$1,024,087.20.

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

## **Indigent Defense**

25. Approve the award of contracts for Indigent Defense Attorney Contract Services pursuant to Request for Qualifications (RFQ) 14-03-IDC-01 for a one year period beginning on August 30, 2016 with four, one year renewal options.

## **Workforce Development**

26. Approve a letter of formal request to the Arizona Commerce Authority for the Southeastern Arizona Workforce Development to be certified.

Vice-Chairman moved to approve items 1-9 and 11-26 on the consent agenda. Supervisor English seconded the motion and it carried unanimously.

## ***ACTION***

### **Board of Supervisors**

27. Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

Ms. Rios presented this item. She said that there had been two bids received for 6 parcels for a total sale of \$2,490 (\$2,340 for bids and \$150 for the administrative fee. She said that with this sale total year to date sales were at \$203,462.53 and there would be 46 parcels left.

Supervisor English moved to approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees. Vice-Chairman Call seconded the motion.

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

## ***CALL TO THE PUBLIC***

Chairman Searle opened the call to the public.

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

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

## ***REPORT BY 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**

Vice-Chairman Call deferred his report.

**Report by District 2 Supervisor, Ann English**

Supervisor English noted that she would be attending the Hispanic Heritage Days in Douglas this weekend and the Cochise County Fair next week from September 22-25.

**Report by District 3 Supervisor, Richard Searle**

Chairman Searle deferred his report.

Chairman Searle adjourned the meeting at 10:06 a.m.

APPROVED:

\_\_\_\_\_  
Richard R. Searle, Chairman

ATTEST:

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/27/2016

Approve letter for the Cochise County Fair Association to apply for 2017 Horse Race Dates

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: 1

NAME of PRESENTER: n/a TITLE of PRESENTER: n/a

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a letter from the Board of Supervisors granting permission to the Cochise County Fair Association to apply for horse race dates in 2017, specifically: April 8, 9, 15, 16, 22, and 23.

Background:

In order to apply for race dates the Fair Association must have permission granted from the County Board of Supervisors.

Department's Next Steps (if approved):

Have the letter signed and sent.

Impact of NOT Approving/Alternatives:

n/a

To BOS Staff: Document Disposition/Follow-Up:

n/a

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 from Cochise County Fair Association



September 13, 2016

Cochise County Board of Supervisors  
1415 W. Melody Lane, Bldg. G  
Bisbee, AZ 85607

Dear Sirs & Madame;

This letter is to request permission from the Cochise County Board of Supervisors to grant permission to the Cochise County Fair Association to apply for race dates in 2017. Tentative dates we would like to ask the State of Arizona for are April 8, 9, 15, 16, 22 & 23, 2017. Not all of these days will be run as live racing at the fairgrounds facility but with your permission to apply for them we will be closer to being able to pick live race days out of these dates requested.

Thank you in advance for your continued support of this Association and I look forward to hearing from you soon.

Sincerely,

Karen Strongin, General Manager  
Cochise County Fair Association

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 09/27/2016

Coronado Vineyards Wine Festival - October 2016

Submitted By: Rebecca Reynolds, 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 Ms. Jacquelyn Cook for a Wine Festival to be held at Apple Annie's, 6405 W. Williams Road, Willcox, AZ 85643 on October 7, 2016.

Background:

Ms. Jacquelyn Cook has applied for a series 16 (Wine Festival/Wine Fair). The Wine Festival will be located at the Apple Annie's, 6405 W. Williams Road, Willcox, AZ 85643 on October 7, 2016 for the annual Corn Maze Festival. The Sheriff's Office has recommendation 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 and mail completed, signed and approved application with check to ADLLC with decision.

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

---



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

FOR DLLC USE ONLY	
License #:	
Date:	
Approved by:	

**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

- Applicant's Name: Jacquelyn Cook Contact Phone #: 520-384-2993
- Business name: Coronado Vineyards Liquor license #: 13023009  
Farm Winery or Craft Distillery
- Email: jcook@coronadovineyards.com
- Mailing address: 2909 E Country Club Dr Willow AZ 85643  
Street Address City State Zip Code
- Location of fair/festival: 6405 W. Williams Rd Willow AZ Cochise 85643  
Street address City County Zip Code

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

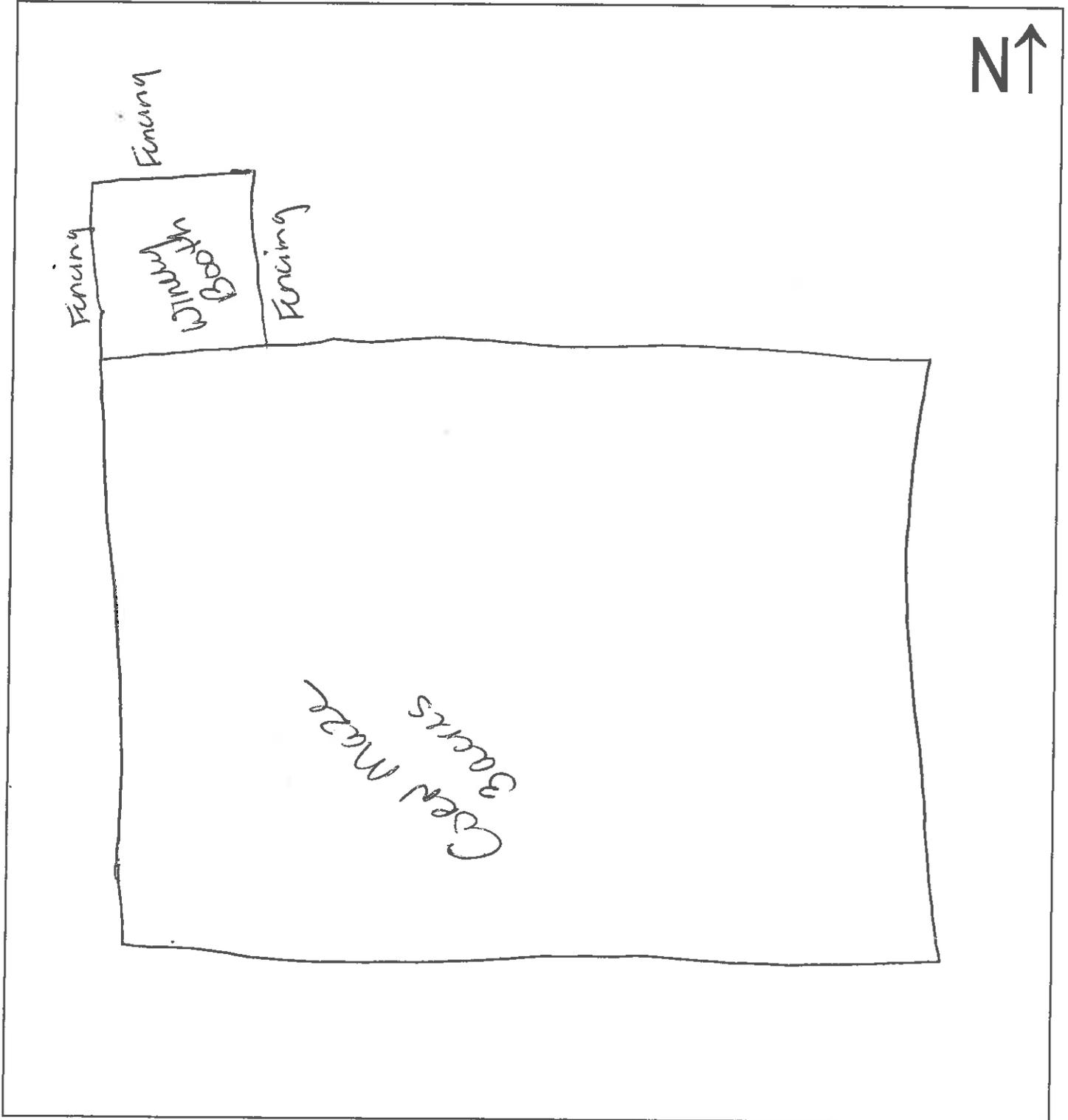
Winery festival days permitted: 50 licenses per winery per calendar year for a total of 150 days per winery per calendar year.  
Craft Distillery festival days permitted: 25 licenses per craft distillery per calendar year for a total of 75 days per craft distillery per calendar year.

	Date	Day of Week	Start Time AM/PM	End Time AM/PM
1.	<u>7/10/14</u>	<u>Friday</u>	<u>4</u>	<u>8</u>
2.				
3.				
4.				
5.				
6.				
7.				

Please attach an additional sheet if necessary



**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 section to be completed only by the applicant named in section #1

I, Jacquelyn Cook declare that I am the APPLICANT filing this application as listed in Section 8. I have read the application and the contents and all statements are true, correct and Complete.

X Jacquelyn Cook President 9/12/16 520-384-2993  
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledge before me this 12<sup>th</sup> September 2016  
Day Month Year

State Arizona County of Cochise

My Commission Expires on: July 31, 2018 Penny McWilliams  
Date 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: \_\_\_\_\_

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

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

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

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

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

**Regular Board of Supervisors Meeting**

<b>Meeting Date:</b>	09/27/2016		
Approve Proposed Settlement of a Tax Appeal			
<b>Submitted By:</b>	Rebecca Deatherage, County Attorney		
<b>Department:</b>	County Attorney		
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature NOT Required	<b># of ORIGINALS Submitted for Signature:</b>	0
<b>NAME of PRESENTER:</b>	n/a	<b>TITLE of PRESENTER:</b>	n/a
<b>Docket Number (If applicable):</b>			
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	

---

**Information**

**Agenda Item Text:**

Approve the proposed tax appeal settlement in Rich v. Cochise County, CV201600251, now pending in the Cochise County Superior Court.

**Background:**

Taxpayer filed a civil action in Cochise County Superior Court, seeking a reduction in assessed value of real property, as well as a Class change from Class 2 to Class 3, for tax year 2016. The property is identified as assessor parcel number 103-61-003A-8.

After inspecting the property, reviewing the taxpayer's documentation and other market factors/comparables, the Assessor agrees that the property valuation should be adjusted for tax year 2016. The taxpayer recommended a settlement offer that adjusts the full cash value and limited property value as follows:

2016 TAX YEAR FROM TO

- 1. 103-61-003A-8: FCV \$486,917 FCV \$175,000

LPV \$486,917 LPV \$175,000

The Assessor recommends acceptance of the settlement offer with the addition that, pursuant to A.R.S. §42-12054, the property will be classified as Class 2 for 74 days or 20% of Tax Year 2016 and Class 3 for 291 days or 80% of Tax Year 2016.

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 Cochise County Superior Court disposing of this matter pursuant to the settlement terms.

**Impact of NOT Approving/Alternatives:**

Should the Board not approve the proposed settlement, the County will be subject to additional litigation and associated fees and costs. In addition, the Cochise County Superior Court could rule in the taxpayer's favor, thereby reducing the assessed value of the subject property even further and subjecting the County to paying the Plaintiff's fees and costs.

**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:** 09/27/2016

Department of Justice Grant

**Submitted By:** Ken Foster, County Sheriff

**Department:** County Sheriff

**Presentation:** No A/V Presentation

**Recommendation:** Approve

**Document Signatures:** BOS Signature Required

**# of ORIGINALS Submitted for Signature:** 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 grant agreement 2016-DJ-BX-0805 between Cochise County and the US Department of Justice for the purchase of equipment related to the mission of the Southeast Arizona Border Region Enforcement (SABRE) Team in the amount of \$22,450 from October 1, 2015 through September 30, 2017.

**Background:**

The Sheriff's Office has a contract for funding to purchase additional equipment by the Department of Justice. The funding will allow for the purchasing of additional cameras/sensors. These items will primarily be deployed in areas on and/or near the border to assist the Sheriff's Office Southeastern Arizona Border Region Enforcement Team (SABRE) in identifying and deterring illegal immigrant and drug smuggling into the United States, specifically for the Sheriff's Office into Cochise County. The funding allows the Sheriff's Office to purchase this equipment the Sheriff's Office would otherwise not be able to gain/gather through other funding sources.

**Department's Next Steps (if approved):**

If approved, the Sheriff's Office will purchase the abovementioned equipment that will be utilized in Sheriff's Office operations.

**Impact of NOT Approving/Alternatives:**

If not approved, the Sheriff's Office will lose out on the purchasing of the abovementioned equipment this office would otherwise not be able to obtain if it were not for this grant/funding source

**To BOS Staff: Document Disposition/Follow-Up:**

Please return contract/grant with original signatures to the Sheriff's Office. Also, please include certified copies of the meetings minutes.

---

**Budget Information**

*Information about available funds*

**Budgeted:**   
**Unbudgeted:**

**Funds Available:**   
**Funds NOT Available:**

**Amount Available:**  
**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

2016 DOJ Grant

Grant Approval Form

---



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Cochise County 1415 West Melody Lane Building Bisbee, AZ 85603		4. AWARD NUMBER: 2016-DJ-BX-0805	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017	
		6. AWARD DATE 08/15/2016	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 866000399	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 179281282	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 16 JAG Program	10. AMOUNT OF THIS AWARD		\$ 22,450
	11. TOTAL AWARD		\$ 22,450
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark Dannels Sheriff	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Mark Dannels</i>	19A. DATE 08/15/16
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR    FUND CODE    BUD. ACT.    DIV. OFC.    SUB. REG.    POMS    AMOUNT X    B    DJ    80    00    00    22450		21. RDJUGT0229	



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 2 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

MAN



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 3 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards 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 provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

mm



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 4 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 5 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

MMD



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 6 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 7 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 8 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

25. 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: [http://www.it.ojp.gov/gsp\\_grantcondition](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.

26. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA 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 the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 9 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

27. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
28. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
29. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
30. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in 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 Grants Management System (GMS) to document changes.
31. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
32. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 10 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

34. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

35. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
36. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
37. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 11 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

38. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
39. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
40. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
41. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
43. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 12 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

45. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
46. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
49. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
  - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
50. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET**  
**Grant**

PAGE 13 OF 13

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

*SPECIAL CONDITIONS*

51. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
52. The recipient may not expend or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.
53. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



U. S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

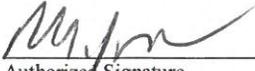
Grant

PROJECT NUMBER 2016-DJ-BX-0805

AWARD DATE 08/15/2016

Cochise County Sheriff's Office

Agency Name

  
\_\_\_\_\_  
Authorized Signature

Mark Dannels, Sheriff

Name & Title

8/18/16  
\_\_\_\_\_  
Date

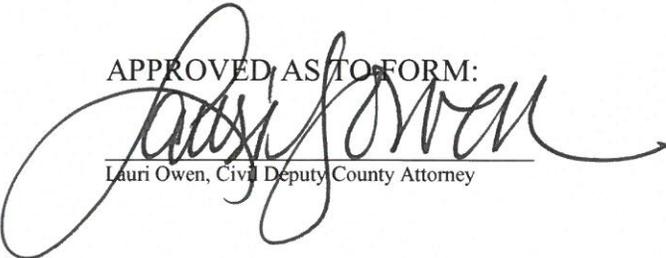
Cochise County Board of Supervisors

\_\_\_\_\_  
Richard Searle, Chairperson

ATTEST:

\_\_\_\_\_  
Arlethe G. Rios, Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lauri Owen, Civil Deputy County Attorney

# COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

---

## PRIMARY GRANT

Primary Grantor:

CFDA:  
[www.CFDA.gov](http://www.CFDA.gov)

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant:      Yes      No

Grant No:

Amendment:      Yes      No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

**PRIMARY FUNDING SOURCE**

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016  
AZ Internet Crimes Against Children Intergovernmental Agreement  
**Submitted By:** Ken Foster, County Sheriff  
**Department:** County Sheriff  
**Presentation:** No A/V Presentation      **Recommendation:** Approve  
**Document Signatures:** BOS Signature Required      **# of ORIGINALS Submitted for Signature:** 1  
**NAME of PRESENTER:** Ken Foster      **TITLE of PRESENTER:** Lieutenant  
**Docket Number (If applicable):**  
**Mandated Function?:** Federal or State Mandate      **Source of Mandate or Basis for Support?:** 11-441

---

**Information**

**Agenda Item Text:**

Approve an Intergovernmental Agreement (IGA) between the Cochise County Sheriff's Office and Phoenix Police Department to be a part of the Internet Crimes Against Children (ICAC) Task Force effective September 27, 2017 through September 27, 2019 with an option for two - two year renewals.

**Background:**

The Sheriff's Office has an IGA with the Phoenix PD to participate in the AZ Internet Crimes Against Children (ICAC) task force. In joining this task force, the Sheriff's Office agrees to work with the affiliates of the task force to support and advance the goals of Project Safe Childhood. Further, in joining this task force, ICAC can/will assist in grant funding to assist the Sheriff's Office in purchasing equipment and/or providing training that may be beneficial in the Sheriff's Office efforts to identify, arrest, and incarcerate those who choose to commit crimes against children in our communities.

**Department's Next Steps (if approved):**

If approved, the Sheriff's Office will work with the ICAC task force to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

**Impact of NOT Approving/Alternatives:**

If not approved, it will severely impact the Sheriff's Office ability to detect, deter, and eradicate those who choose to victimize our children 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.

---

## Attachments

ICAC IGA

---

# **ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE**

## **Intergovernmental Agreement**

**Between**

**Phoenix Police Department (Primary Grantee) / Arizona ICAC Task Force**

and

**Cochise County Sheriff's Office**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and the County of Cochise, Arizona through the Cochise County Sheriff's Office (or "Affiliate").

### **I. RECITALS**

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) § §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force"), is the recipient of a United States Department of Justice ("DOJ"), Office of Justice Program ("OJP"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant to enforce laws regarding Internet crimes against children ("ICAC"), and utilizes this grant for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this Interagency Governmental Agreement ("IGA") are known as an "Affiliate" agency. Any agency entering into this IGA becomes an affiliate of the ICAC Task Force.

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of Project Safe Childhood, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance.

1.4 Whereas OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the development of an

effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

- (1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
- (2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
- (3) Create a multi-agency task force response to ICAC offenses;
- (4) Enhance the nationwide response to ICAC offenses; and
- (5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

## **II. PURPOSE**

2.1 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 Additionally, this IGA defines the responsibilities of the affiliate agency with the ICAC Task Force.

## **III. RESPONSIBILITIES**

3.1 Affiliated ICAC Task Forces may include investigators, supervisors or prosecutors from various local state, and federal law enforcement agencies who provide assistance subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

- (1) Conduct undercover ICAC investigations; and
- (2) Conduct reactive investigations for which venue lies within the agency's Jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CYBERTIP referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

- (1) Only sworn law enforcement personnel will conduct undercover ICAC investigations,
- (2) Each investigator involved with undercover operations has received ICAC training prior to initiating proactive investigations, and
- (3) ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards (attached).

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The affiliate agency agrees to use the guidelines in the ICAC Investigative Standards to prioritize cases.

3.9 An additional secondary role of the affiliate agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

#### **IV. DURATION AND TERMINATION**

4.1 This IGA shall become effective upon the date of the last signature of the executing parties. This IGA will remain in effect for two (2) years after the agreement becomes effective, and shall automatically renew itself for two (2) year periods not exceed three renewals, unless the agreement is terminated in writing by either party upon thirty day notice.

4.2 Violation of the ICAC operational standards is cause for cancellation of affiliate agency's affiliation with OJJDP.

## **V. GENERAL PROVISIONS**

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

Each party, in all instances, shall be indemnified against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this Agreement by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.4 Binding effect. All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

5.5 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.6 Governing law. This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.7 Modification. This Agreement may be modified only by mutual written agreement of the parties.

## **VI. SPECIAL PROVISIONS**

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its' affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

- (1) Reflect the seriousness of the offense,
- (2) Promote respect for the law,
- (3) Provide just punishment for the offense,
- (4) Afford adequate deterrence to criminal conduct,
- (5) Protect the public from further crimes of the defendant, and
- (6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The affiliated agency will provide monthly reports to the Phoenix PD / ICAC Task Force on the prescribed form.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been or will be referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities including screen names, age, or sex of undercover personas unless authorized and mandated by public record law or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Equipment. Equipment bought on a sub-grant application will remain the property of the affiliate agency and is being loaned to the affiliate agency for use in Internet crimes against children investigations. The equipment must be made available by the affiliate agency for inspection by the AZ ICAC, the Department of Justice, or a representative of the ICAC Board of Director's anytime requested.

The equipment must be maintained in accordance with the equipment inventory policies of the affiliate agency. The future disposition of the equipment will be tracked by the AZ ICAC detail in the event that there is an audit of our purchases by the Department of Justice.

If at some future time the equipment is not serviceable or no longer useful to the affiliate agency, it is requested that the affiliate agency dispose of the items in a manner consistent with official policies and/or Federal laws concerning the proper disposition of government policy.

6.8 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically

provided in this Agreement, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information, or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed, or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this agreement is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the Agreement.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

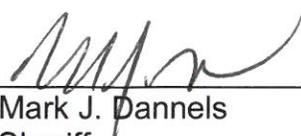
6.9 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

IN WITNESS WHEREOF, the parties enter into this Agreement:

**City of Phoenix, Arizona**  
**An Arizona Municipal Corporation**  
**(Primary Grantee)**

**County of Cochise, Arizona,**  
**(Affiliate)**

\_\_\_\_\_  
Joseph G. Yahner                      Date  
Police Chief  
Phoenix Police Department

 09/01/2016  
\_\_\_\_\_  
Mark J. Dannels                      Date  
Sheriff  
Cochise County Sheriff's Office

**Cochise County Board of Supervisors**

\_\_\_\_\_  
Richard Searle                      Date  
Chairperson

ATTEST:

ATTEST:

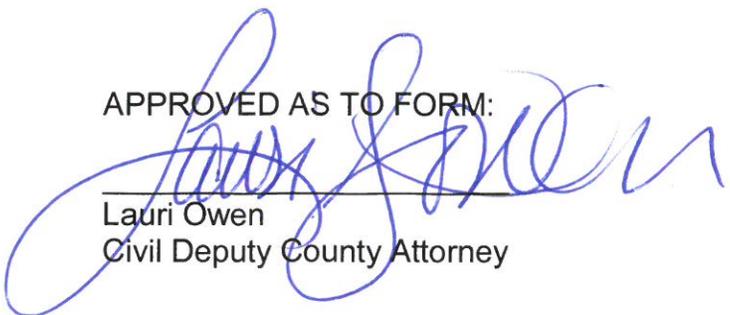
\_\_\_\_\_  
Cris Meyer  
City Clerk

\_\_\_\_\_  
Arlethe G. Rios,  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

  
\_\_\_\_\_  
Lauri Owen  
Civil Deputy County Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

County of Cochise (Affiliate)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sandra Hunter  
Asst. Chief Counsel

\_\_\_\_\_  
Brian M. McIntyre  
Cochise County Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016

Demands

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** n/a

**TITLE** n/a

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve demands and budget amendments for operating transfers.

**Background:**

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

**Department's Next Steps (if approved):**

Return to Finance after BOS approval.

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Return to Finance after BOS approval.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

1:

**Fund Transfers**

**Attachments**

*No file(s) attached.*

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016  
 Adopt Resolution 16-\_\_\_, Establishing Camino de Manana as a Declared County Highway.  
**Submitted By:** Teresa Murphy, Community Development  
**Department:** Community Development **Division:** Right of Way  
**Presentation:** No A/V Presentation **Recommendation:** Approve  
**Document Signatures:** BOS Signature Required **# of ORIGINALS Submitted for Signature:** 1  
**NAME of PRESENTER:** Karen Riggs **TITLE of PRESENTER:** Director  
**Mandated Function?:** Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 28-6701 thru 28-6703

**Docket Number (If applicable):**

**Information**

**Agenda Item Text:**  
Adopt Resolution 16-42 establishing Camino de Manana as a Declared County Highway.

**Background:**  
Camino de Manana, a County maintained road located in the Mustang Corners area, is damaged annually due to flooding. An unnamed wash traverses the Cochise Ranchos subdivision from Sands Ranch Road in the west and runs in a northeasterly direction until it reaches Camino De Manana west of Highway 90. At Highway 90 ADOT created a substantial drainage channel to convey these flows under Highway 90 and an additional 1.1 miles (approx) through subdivisions east of Highway 90. The area west of Highway 90 is becoming more developed, increasing the need year round access on Camino de Manana. As part of the annual budget the Board authorized addressing this situation. Subsequently a drainage channel was built and the road surface upgraded to a chip seal surface in order to protect the road in the area of the channel. Due to the nature of the improvements it is necessary to establish this portion of Camino de Manana as a County highway. In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

**Department's Next Steps (if approved):**  
If the recommendation is approved, no further board action is required.

**Impact of NOT Approving/Alternatives:**  
That portion of Camino de Manana will not be established as a declared County Highway and completed improvements will be in conflict with state statute.

**To BOS Staff: Document Disposition/Follow-Up:**  
Please return a copy of the recorded Resolution to H&F, attn Teresa Murphy.

**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**

- [Executive Summary](#)
- [Executive Summary Map](#)
- [Resolution 16-](#)
- [Location Map](#)



# COCHISE COUNTY COMMUNITY DEVELOPMENT

*"Public Programs...Personal Service"*

**DATE:** 9/8/2016

**TO:** Board of Supervisors

**THRU:** Karen C. Riggs, Director

**FROM:** Teresa Murphy, Right-of-Way Agent

**SUBJECT:** Establishing Camino de Manana in Huachuca City as a Declared County Highway

**Recommendation:** The County Engineer recommends the acceptance of the accompanying Resolution for the Establishment of Camino de Manana as a Declared County Highway

**Background (Brief):** Camino de Manana, a County maintained road located in the Mustang Corners area, is damaged annually due to flooding. An unnamed wash traverses the Cochise Ranchos subdivision from Sands Ranch Road in the west and runs in a northeasterly direction until it reaches Camino De Manana west of Highway 90. At Highway 90 ADOT created a substantial drainage channel to convey these flows under Highway 90 and an additional 1.1 miles (approx) through subdivisions east of Highway 90. The area west of Highway 90 is becoming more developed, increasing the need year round access on Camino de Manana.

As part of the annual budget the Board authorized addressing this situation. Subsequently a drainage channel was built and the road surface upgraded to a chip seal surface in order to protect the road in the area of the channel. Due to the nature of the improvements it is necessary to establish this portion of Camino de Manana as a County highway. In accordance with statute, staff has given notice of this public hearing for two weeks in the designated newspaper.

**Fiscal Impact & Funding Sources:** No fiscal impact for establishing a highway. The improvements were completed as part of the project that was an approved expenditure by the Board of Supervisors for the 2015-2016 annual budget. Additional funds from ADEMA Hurricane Odile relief were also utilized.

**Next Steps/Action Items/Follow-up:** If the recommendation is approved, no further board action is required.

**Impact of Not Approving:** That portion of Camino de Manana will not be established as a declared County Highway and completed improvements will be in conflict with state statute.



SANDS RANCH ROAD

CAMINO DE MESA

APPALOOSA PLACE

DESERT VIEW PLACE

HIGHWAY 90

CAMINO DE MANANA

IVEY ROAD

Executive Summary

Proposed  
Establishment of  
Camino de Manana  
as a Declared  
County Highway

Section 12  
Township 20 South  
Range 19 East

This map is a product of the  
Cochise County GIS  
Information Technology Dept.



Legend

- Proposed Highway Establishment
- Maintained Roads
- Flood Hazard Area:  
ZONE A

**RESOLUTION 16-\_\_\_**

**ESTABLISHING CAMINO DE MANANA IN HUACHUCA CITY AS A  
DECLARED COUNTY HIGHWAY**

**WHEREAS**, pursuant to A.R.S. § 28-6701, there has been presented to the Board of Supervisors of Cochise County, Arizona, a recommendation by the County Engineer, praying for the establishment of a County Highway to be known as Camino de Manana more particularly described as follows:

A portion of Camino de Manana, varying in width from 60.00 feet to 70.00 feet as dedicated, from Sands Ranch Road east approximately 1 mile to Highway 90 right-of-way, all in Section 12, Township 20 South, Range 19 East of the Gila and Salt River Base, Cochise County, Arizona.

**WHEREAS**, the Board of Supervisors on the 27<sup>th</sup> of September, 2016, at the hour of 10:00 a.m., held a public hearing on said petition, and notice having been given by publication thereof once a week for two (2) weeks in the Arizona Range News, the designated official newspaper for Cochise County notices, and said notice having directed all persons wishing to object to the action prayed for in the petition to file with Clerk of the Board of Supervisors, a statement in writing setting forth any objections or opposition and to show cause why said petition should not be granted; and

**WHEREAS**, at said hearing the Board of Supervisors considered the feasibility, advantages and necessity of the highway and determined that the establishment of said road as requested in said petition is a public necessity, and that no landowner would be adversely affected thereby,

**NOW, THEREFORE, IT IS RESOLVED** that the establishment of the County Highway as above described is hereby approved.

**IT IS FURTHER RESOLVED** that the Clerk of the Board of Supervisors is authorized and directed to file in the office of the County Recorder of Cochise County, Arizona, a certified copy of this resolution and order, together with a map of said highway.

**RESOLUTION 16-\_\_**

**Re: Establishing Camino De Manana In Huachuca City As A Declared County Highway**

**Page | 2**

**IT IS FINALLY RESOLVED** that the road segment described herein shall be added to the Cochise County Maintained Road Systems Maps as specified herein.

**PASSED AND ADOPTED** by the Board of Supervisors of Cochise County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Richard R. Searle, Chairman  
Cochise County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Arlethe G. Rios,  
Clerk of the Board

  
\_\_\_\_\_  
Britt Hanson,  
Chief Civil Deputy County Attorney

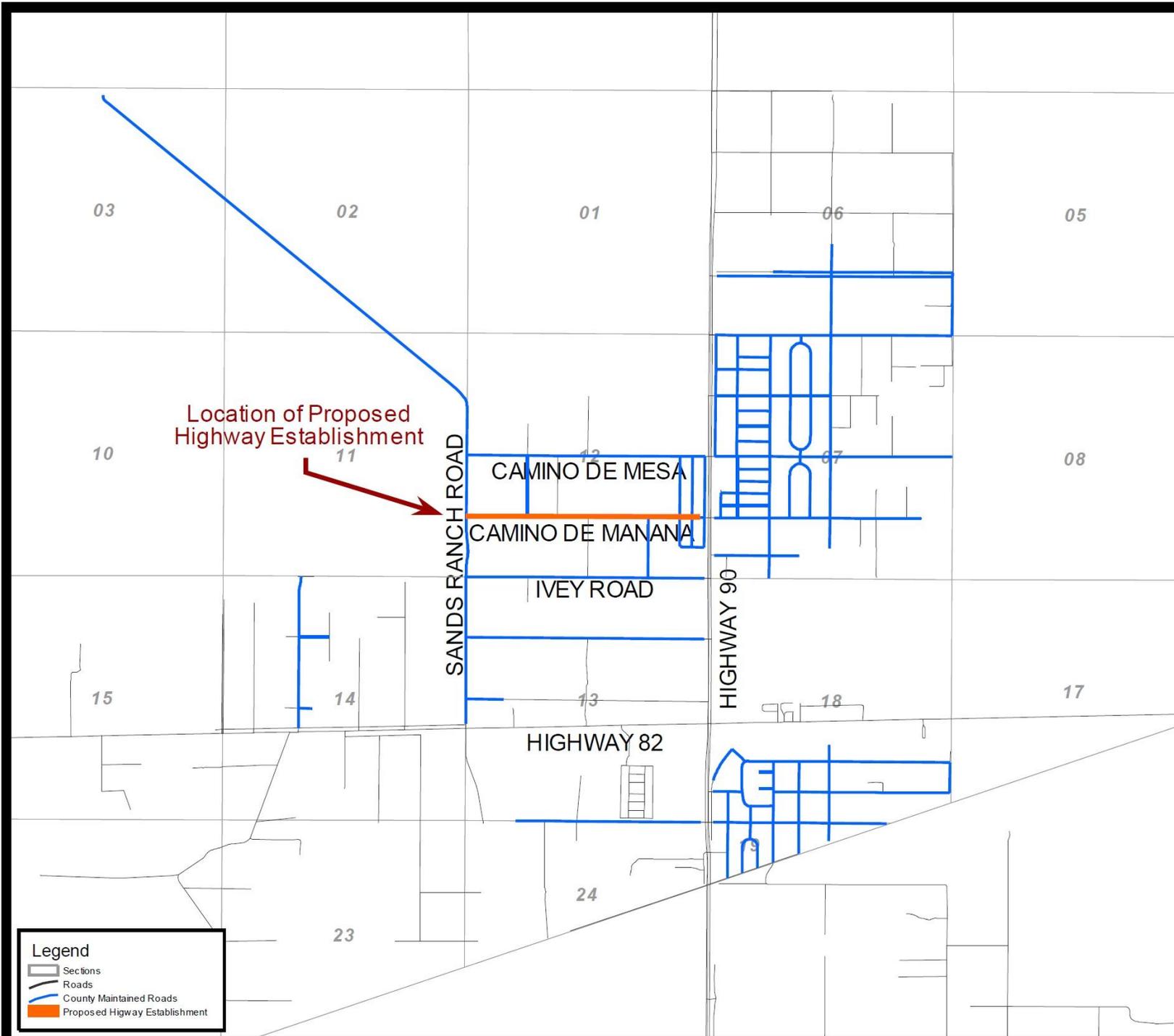


Location Map

Proposed  
Establishment of  
Camino de Manana  
as a Declared  
County Highway

Section 12  
Township 20 South  
Range 19 East

This map is a product of the  
Cochise County GIS  
Information Technology Dept.



**Legend**

- Sections
- Roads
- County Maintained Roads
- Proposed Highway Establishment

**Regular Board of Supervisors Meeting**

**Meeting Date:** 09/27/2016

Over the Counter Sale

**Submitted By:** Arlethe Rios, Board of Supervisors

**Department:** Board of Supervisors

**Presentation:** No A/V Presentation

**Document Signatures:**

**Recommendation:**

**# of ORIGINALS**

**Submitted for Signature:**

**NAME** Arlethe Rios

**TITLE** Clerk of the Board

**of PRESENTER:**

**of PRESENTER:**

**Mandated Function?:**

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

**Information**

**Agenda Item Text:**

Approve the over-the-counter sales of tax deed properties remaining unsold following the May 2016 online tax deed land auction as set forth in the attached Exhibit A, plus related administrative fees.

**Background:**

Following Board approval on July 26, 2016 of the May 2016 online land auction sales, staff posted the Unsold Parcels on the county's website and began accepting over-the-counter (OTC) bids.

One OTC bid has been received and is reflected on the attached report; in addition, the bidder will pay a \$75 administrative fee. The bid and associated payment have been received by BOS office staff for the parcels listed on the report totaling \$7,425 (\$7,350 for bids and \$75 administrative fee - 1 bidder).

Acceptance of this bid brings the total YTD sales to \$208,597.53.

There are 46 parcels remaining for sale (see attached unsold parcels list).

**Department's Next Steps (if approved):**

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

**Impact of NOT Approving/Alternatives:**

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

**To BOS Staff: Document Disposition/Follow-Up:**

Refer to Dept's Next Steps, above.

**Budget Information**

*Information about available funds*

**Budgeted:**

**Funds Available:**

**Amount Available:**

**Unbudgeted:**

**Funds NOT Available:**

**Amendment:**

**Account Code(s) for Available Funds**

**1:**

**Fund Transfers**

**Attachments**

*No file(s) attached.*

---

**Regular Board of Supervisors Meeting**

<b>Meeting Date:</b>	09/27/2016		
Cochise County Regional Communications Center Agreement			
<b>Submitted By:</b>	Tom Alinen, County Sheriff		
<b>Department:</b>	County Sheriff		
<b>Presentation:</b>	No A/V Presentation	<b>Recommendation:</b>	Approve
<b>Document Signatures:</b>	BOS Signature Required	<b># of ORIGINALS Submitted for Signature:</b>	2
<b>NAME of PRESENTER:</b>	Tom Alinen	<b>TITLE of PRESENTER:</b>	Commander
<b>Docket Number (If applicable):</b>			
<b>Mandated Function?:</b>	Not Mandated	<b>Source of Mandate or Basis for Support?:</b>	

---

**Information**

**Agenda Item Text:**

Approve Contract Agreement 2016-063 between the Arizona Department of Public Safety (DPS) and the Cochise County Sheriff's Office in the amount of \$1,000,000 from DPS for the construction of the Cochise County Regional Communications Center effective August 30, 2016 to June 30, 2017.

**Background:**

In 2005, Cochise County and the City of Sierra Vista initiated a feasibility study into building a regional communications (dispatch) center for public safety first responders in Cochise County. RCC Consultants, Inc. was the company contracted to complete the study. Employees from Cochise County Sheriff's Office (CCSO) and Sierra Vista Police Department (SVPD) provided pertinent information for the study. Due to cost factors, the study went through two design revisions and a review of two existing facilities. The two existing buildings examined by RCC were deemed unsuitable for development of a regional communications center. The final design plan included only those spaces considered necessary to build a regional dispatch center at an estimated cost factor of three million dollars (\$3,000,000). Due to no funds being available to build the regional center, the project has been in a dormant state for many years. During the last three years, CCSO and SVPD staff renewed their efforts to energize the project. In November 2015, due to those efforts, Governor Ducey provided Cochise County with one million dollars (\$1,000,000) to build a regional dispatch center. Various building sites were reviewed; however, a suitable commercial building was located in Sierra Vista that could be renovated into a regional center. The commercial building was purchased by the Howard G. Buffett Foundation (Foundation) and donated to Cochise County to develop the regional dispatch center.

The Arizona Department of Public Safety (DPS) and CCSO will enter into the attached Agreement (See DPS063 in Attachments) for disbursement of the Governor's fund. The agreement is to enhance law enforcement services in Cochise County and surrounding areas by providing funding to assist in the building of a regional dispatch center. This regional dispatch center will provide both data and radio services and ultimately allow for all public safety agencies within Cochise County, including DPS to be dispatched out of the same facility. Through this agreement, DPS agrees to provide CCSO a total amount of one million dollars (\$1,000,000) to build the regional dispatch center. In consideration of funds provided by DPS, CCSO shall provide space and equipment within the completed regional dispatch center for a DPS employee to perform dispatch services for DPS. In lieu of space and equipment for a

DPS dispatcher, CCSO agrees to provide dispatch services to DPS for a period of five (5) years from the date that the center is operational. CCSO agrees to use the funding provided by DPS for the purposes to include: architect fees, building contractor fees, engineering fees (electrical, mechanical, etc.), permits and inspection fees, construction costs for a free standing building, movement and installation of existing E911 equipment, moving and installation of existing radio equipment, moving and installation of existing servers, and for the installation of new radio consoles and office furniture. It is estimated that 1.321 million (\$1,321,000) dollars can be charged against the funding being provided by DPS for the regional dispatch center (see projected DPS expenditures in the SEACOM Budget in Attachments). The one million (\$1,000,000) shall be transferred within thirty (30) days of execution of this Agreement. DPS is not obligated to fund the full cost of the regional communications center as these funds are intended solely as a supplement to a multi-phase project. The Foundation and the City of Sierra Vista have committed to provide the rest of the funds necessary to complete the regional dispatch center. The total estimated cost for building the regional dispatch center is 2.875 million (\$2,875,000) dollars of which 1.8 million (\$1,800,000) dollars will be provided by the Foundation.

DPS is authorized and empowered to enter into this agreement pursuant to A.R.S. 41-1713(B)(3). Both parties are authorized and empowered to enter into this agreement pursuant to A.R.S. 11-952. CCSO agrees to provide to DPS by the 15th day of each month after execution of this agreement a report of the previous month's progress on the regional dispatch center. This report shall also include any expenditure of funds in relation to fees outlined in this agreement.

On August 17, 2016, Deputy Cochise County Attorney Lauri Owens reviewed and approved this agreement . This Agreement is identified as DPS Contract Number 2016-063.

On September 8, 2016, Cochise County Finance Director Lynette Nowlan completed her review and approved this agreement. Director Nowlan sees no issues with the DPS expenditures being charged against items identified in the attached SEACOM budget.

**Department's Next Steps (if approved):**

If this agreement is approved, the Cochise County Sheriff's Office will coordinated building efforts with the Cochise County Facilities Department.

**Impact of NOT Approving/Alternatives:**

Not approving this agreement would result in a lost of funds to complete the regional dispatch center.

**To BOS Staff: Document Disposition/Follow-Up:**

If approved, a copy needs to be returned to the Arizona Department of Public Safety Attn: Anni F. Foster, Executive Officer, 2102 West Encanto Blvd. P.O. Box 6638, Phoenix, Arizona 85005-6638 for the processing of funds allocated in this agreement.

---

**Attachments**

DPS Contract 2016-063

Authorized DPS Expenditure Budget for SEACOM

---

**AGREEMENT  
BETWEEN THE ARIZONA DEPARTMENT OF PUBLIC SAFETY  
AND THE COCHISE COUNTY SHERIFF'S OFFICE REGARDING  
THE COCHISE COUNTY REGIONAL COMMUNICATIONS CENTER**

This Agreement ("Agreement") is entered into between the State of Arizona through its **Department of Public Safety**, hereinafter referred to as "**DPS**" and Cochise County through the **Cochise County Sheriff's Office ("CCSO")**.

The purpose of this Agreement is to enhance law enforcement services in Cochise County and surrounding areas by providing funding to assist in the building of a regional dispatch center, which is the third and final phase of the Cochise County regional communications project. This regional dispatch center will provide both data and radio services and ultimately allow for all public safety agencies within Cochise County, including **DPS** to be dispatched out of the same facility.

**DPS** is authorized and empowered to enter into this agreement pursuant to A.R.S. §41-1713(B)(3). Both parties are authorized and empowered to enter into this agreement pursuant to A.R.S. §11-952. **CCSO** is authorized and empowered pursuant to §11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

**I. PARTICIPATION**

Utilizing funds provided by **DPS**, **CCSO** agrees to complete the third and final phase of the regional communication plan which was initiated in March 2013 by the **CCSO** and the Sierra Vista Police Department (SVPD). This third and final phase consists of building a regional dispatch center.

In consideration of funds provided by **DPS**, **CCSO** shall provide space and equipment within the completed regional dispatch center for a **DPS** employee to perform dispatch services for **DPS**. In lieu of space and equipment for a **DPS** dispatcher, **CCSO** agrees to provide dispatch services to **DPS** for a period of five (5) years from the date that the center is operational. **DPS** shall have sole discretion in determining whether to have a **DPS** employee in the center or to utilize **CCSO** services.

During any period that a **DPS** dispatcher provides services in the regional operations center, **CCSO** and **DPS** agree that said employee will maintain all benefits, rights, and privileges available to said employee as a **DPS** employee. The assigned **DPS** employee shall abide by all of the applicable rules and regulations of **DPS** and those of the regional dispatch center. The employee is subject to the **DPS** disciplinary process. **CCSO** supervisors will have supervisory authority over the **DPS** employee but will not have the ability to discipline the **DPS** employee. Complaints regarding the actions of the **DPS** employee shall be forwarded to the **DPS** Operational Communications Center Manager.

## **II. FUNDING**

**DPS** agrees to provide **CCSO** a total amount of one million dollars (\$1,000,000) to build the regional dispatch center. This amount shall be transferred within thirty (30) days of execution of this Agreement. **DPS** is not obligated to fund the full cost of the regional communications center as these funds are intended solely as a supplement to a multi-phase project.

**CCSO** agrees to use the funding provided by **DPS** for purposes to include: architect fees, building contractor fees, engineering fees (electrical, mechanical, etc.), permits and inspection fees, construction costs for a free standing building, movement and installation of existing E911 equipment, moving and installation of existing radio equipment, moving and installation of existing servers, and for installation of new radio consoles and office furniture.

**CCSO** agrees to provide to **DPS** by the 15<sup>th</sup> day of each month after the execution of this agreement a report of the previous month's progress on the regional dispatch center. This report shall also include any expenditure of funds in relation to the fees outlined in this agreement.

In the event that any of the funds transferred under this agreement are not used for the purposes specified in this agreement, those unused funds shall be transferred back to **DPS**.

## **III. RECORDKEEPING**

All records regarding the agreement, including the **DPS** trooper's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, *Inspection and audit of contract provisions*.

## **IV. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective upon the date the final signature is obtained and shall remain in effect until June 30, 2017. Thereafter, the duration of this agreement shall commence on the first day of the new fiscal year, July 1<sup>st</sup>, and shall be effective through the end of the fiscal year, June 30<sup>th</sup>, and shall automatically renew annually on each subsequent July 1<sup>st</sup> for a period of time not to exceed five (5) years from July 1, 2017, or five (5) years from the date the regional dispatch center becomes operational, whichever is longer.

This agreement may be renewed upon expiration of the term through a written amendment.

## **V. IMMIGRATION**

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

## **VI. NONDISCRIMINATION**

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

## **VII. 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, agents, employees, or volunteers.

#### **VIII. FEES**

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the agreement.

#### **IX. ARBITRATION**

In the event of a dispute under this agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

#### **X. LIMITATIONS**

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

#### **XI. AVAILABILITY OF FUNDS**

Every payment obligation of **DPS** 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 the agreement, the agreement may be terminated by **DPS** at the end of the period for which funds are available. No liability shall accrue to **DPS** in the event this provision is exercised, and **DPS** shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### **XII. CANCELLATION**

All parties are hereby put on notice that this agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

#### **XIII. TERMINATION**

Either party may terminate this agreement upon thirty (30) days written notice to the other. **DPS** may terminate the Agreement upon thirty (30) days written notice to **CCSO** if **CCSO** fails to provide monthly updates on the progress of the project as provided in Section II. Upon either party's termination, **CCSO** shall repay any remaining amounts that have not been obligated up through the time upon which the termination becomes effective. Within thirty days of termination a final report on the status of the project and a detailed accounting of the funds expended shall be provided to **DPS** or **CCSO** shall return the entire amount of funds provided pursuant to this agreement to **DPS**.

**XIV. RENEWAL OF AGREEMENT**

If permitted by law, this Agreement may be renewed for additional terms upon mutual agreement of both parties and by both parties signing an Addendum to this Agreement. **DPS** shall schedule a review of this Agreement no less than sixty (60) calendar days prior to the expiration date. Upon agreement, **DPS** shall prepare an Addendum for an additional period for both parties' signatures. If either agency intends NOT to renew, written notice shall be given to the other party at least sixty (60) calendar days prior to the renewal date.

**XV. FULL AGREEMENT/AMENDMENT**

This agreement is the complete and exclusive statement of the understanding between the parties, and it supersedes all proposals, oral or written and all other documents or communications between the parties relative to the subject matter herein covered unless such documents or communications are specifically included by reference. Any changes to this agreement shall be in writing, signed by both parties and shall reference this agreement.

**XVI. NOTICE**

Any notice required to be given under the Agreement will be provided by mail to:

Colonel Frank L. Milstead  
Arizona Department of Public Safety  
P. O. Box 6638, Mail Drop 1000  
Phoenix, Arizona 85005-6638

Sheriff Mark Dannels  
Cochise County Sheriff's Office  
205 North Judd Drive  
Bisbee, Arizona 85603

**XVII. VALIDITY**

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

**STATE OF ARIZONA**

BY:   
Colonel Frank L. Milstead, Director  
Arizona Department of Public Safety

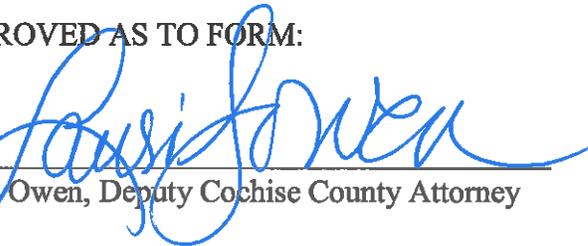
DATE: 8-16-16

**COCHISE COUNTY SHERIFF'S OFFICE**

BY:   
Sheriff Mark Dannels

DATE: 8/18/16

**APPROVED AS TO FORM:**

BY:   
Lauri Owen, Deputy Cochise County Attorney

DATE: 8/17/2016

**COCHISE COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ATTEST: Clerk of the Board

DATE: \_\_\_\_\_

SEACOM		
Southeast Arizona Regional Communications Center		9/6/2016
<b>General Room Configuration</b>	<b>Square Footage</b>	
Dispatch Operations	2,354	
Supervisor #1	206	
Supervisor #2	209	
Computer/CAD/Radio/Network Room	447	
Break Room	232	
Women RR	90	
Men RR	55	
Files	121	
Director	232	
IT Tech	154	
Quiet Room	77	
ADA RR	64	
Janitor	61	
Electrical	72	
Radio	176	
Lockers	92	
Storage	104	
Halls	519	
	<b>5,265</b>	
<b>Construction</b>	<b>Costs</b>	<b>DPS EXPENDITURES</b>
Site Preparation/Work	\$ 125,000.00	\$ 125,000.00
Structural Repairs	\$ 85,000.00	\$ 85,000.00
Roof Renovation	\$ 125,000.00	\$ 125,000.00
Mechanical Upgrades/Renovations	\$ 189,000.00	\$ 189,000.00
Electrical Upgrades/Renovations	\$ 200,000.00	\$ 200,000.00
Interior Renovations	\$ 320,000.00	\$ 320,000.00
Security Fence	\$ 10,000.00	
Exterior Renovations	\$ 12,000.00	\$ 12,000.00
Utility Pad (Diesel Generator)	\$ 5,000.00	
Floor Carpet and Tile	\$ 60,000.00	\$ 60,000.00
Access Flooring	\$ 60,000.00	\$ 60,000.00
Lockers	\$ 12,000.00	
Break Room Appliances	\$ 5,000.00	
Millwork and Fixtures	\$ 30,000.00	\$ 30,000.00
Professional Fees & Testing	\$ 70,000.00	\$ 70,000.00
<b>Total Construction</b>	<b>\$ 1,308,000.00</b>	<b>\$ 1,276,000.00</b>
<b>Equipment</b>	<b>Cost</b>	<b>ADDITIONAL DPS EXPENDITURES</b>
ACJIS Connectivity	\$ 5,000.00	
Dispatch Consoles Furniture (8)	\$ 130,000.00	
Dispatch Radio Consoles (4 Radio Consoles)	\$ 120,000.00	
Dispatch Radio Consoles (Move 4 Radio Consoles SVPD)	\$ 20,000.00	\$ 20,000.00
Building Access Controls	\$ 20,000.00	
Century Link Services (E911/Phones)	\$ 10,000.00	\$ 10,000.00
Computer Cabling	\$ 10,000.00	
Computers (CAD/Records)	\$ 20,000.00	
Computer Network Routers/Switches	\$ 100,000.00	
Computer Servers	\$ 50,000.00	
Consolidating Spillman CAD	\$ 75,000.00	
Copy Machines (3)	\$ 12,000.00	
Digital Recorder (E911/Radio/Phones)	\$ -	<b>\$219,000 Purchased Already</b>
E911 Equipment (Moving Equipment)	\$ 15,000.00	\$ 15,000.00
FM 200 Fire Suppression	\$ 130,000.00	
Fuel Tank for Generator	\$ 5,000.00	
Furniture	\$ 50,000.00	
Janitor Equipment	\$ 2,000.00	
Microwave Equipment	\$ 40,000.00	
PRI IP Phone	\$ 60,000.00	
Radio Equipment (Control Stations)	\$ 70,000.00	
Radio Tower 100 Foot	\$ 120,000.00	
Satellite Dish (News/Weather)	\$ 1,000.00	
Security Cameras	\$ 20,000.00	
Signage	\$ 2,000.00	
TV Map/News/Weather Monitors	\$ 10,000.00	
UPS System and Batteries *	\$ 80,000.00	
Diesel Generator *	\$ 100,000.00	
Generator Entrance Panel *	\$ 40,000.00	
<b>Total Equipment</b>	<b>\$ 1,317,000.00</b>	<b>\$ 45,000.00</b>
<b>Total Construction &amp; Equipment</b>	<b>\$ 2,625,000.00</b>	
<b>Contingency (From City of Sierra Vista)</b>	<b>\$ 250,000.00</b>	<b>Total DPS Possible Contract Expenditures</b>
<b>Total Project Budget</b>	<b>\$ 2,875,000.00</b>	<b>\$ 1,321,000.00</b>

