



Cochise County Board of Supervisors

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

PATRICK G. CALL
Vice-Chairman
District 1

ANN ENGLISH
Supervisor
District 2

PEGGY JUDD
Supervisor
District 3

JAMES E. VLAHOVICH
County Administrator

EDWARD T. GILLIGAN
Deputy County Administrator

ARLETHE G. RIOS
Clerk of the Board

AGENDA FOR REGULAR BOARD MEETING

Tuesday, January 10, 2017 at 10:00 AM

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

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

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

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

CONSENT

Board of Supervisors

1. Approve the Minutes of the regular meeting of the Board of Supervisors of December 20, 2016.
2. Approve a letter to the Arizona Department of Gaming granting the Cochise County Fair Association to host live horse racing on February 19, 20, 26, and April 23, 2017.

County Sheriff

3. Approve agreement 16-AZDOHS-HSGP-160400-01 with the Arizona Department of Homeland Security for ballistic protective equipment effective October 1, 2016 through September 30, 2017 in the amount of \$15,900.

County Treasurer

4. Adopt Resolution 17-01 authorizing the County Treasurer to open accounts with qualified investors in accordance with A.R.S 35-323 and 323.01.

Court Administration

5. Approve the one year grant 2015-VA-GX-0032 from the Arizona Department of Public Safety in the amount of \$28,431 to create a one year half time volunteer recruiter position with full benefits.
6. Accept a grant from the Administrative Office of the Courts (AOC) in the amount of \$41,147 to fund a fully benefited part time position to provide data entry and case management reporting tolls to assist the dependency court effective July 1, 2016 through June 30, 2018.
7. Certify that the total court revenues collected in Fiscal Year 2015/2016 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Finance

8. Approve demands and budget amendments for operating transfers.

PUBLIC HEARINGS

Board of Supervisors

9. Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Eric T. Desfachelles for Copper Horse Vineyard, LLC, located at 3450 S. Copper Horse Drive, Portal, AZ 85632

ACTION

Board of Supervisors

10. Elect _____ as Chairman of the Board of Supervisors, effective January 11, 2017.
11. Elect _____ as Vice-Chairman to the Board of Supervisors, effective January 11, 2017.

Fleet Services

12. Approve the award of Invitation for Bids (IFB) No. 17-18-FMD-03 to Lawley Motors for the purchase of eight fleet vehicles for the Fleet Services Department in the amount of \$234,816 plus applicable tax.

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, Peggy Judd

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

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

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017

Minutes

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME 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 December 20, 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

No file(s) attached.

Board of Supervisors

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017

Letter of Support for Cochise County Fair Association to host Horse Races

Submitted By: Arlethe Rios, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Recommendation:

Document Signatures:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

Source of Mandate or Basis for Support?:

Information

Agenda Item Text:

Approve a letter to the Arizona Department of Gaming granting the Cochise County Fair Association to host live horse racing on February 19, 20, 26, and April 23, 2017.

Background:

Ms. Karen Strongin, General Manager of the Cochise County Fair Association, has requested that the Board give them permission, as required by the Arizona Department of Gaming to host live horse racing in 2017.

Department's Next Steps (if approved):

Send letter Arizona Department of Gaming.

Impact of NOT Approving/Alternatives:

The Fair Association will not be able to host live horse racing.

To BOS Staff: Document Disposition/Follow-Up:

Send letter to Arizona Department of Gaming with a copy to Karen Strongin.

We would appreciate your office forwarding the results of the Supervisors' action on this agenda item to be e-mailed directly to Greg Stiles atGstiles@azgaming.gov and Cc to.....sdenhameyes@gmail.com.

Thank you again for your help with this issue!

Please contact me if there us anything else you might need from us.

Sharon Denham/Chairperson

CCFA Race Committee

[520-368-1502](tel:520-368-1502)

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

Letter



Cochise County Board of Supervisors

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Supervisor
District 1

ARLETHE G. RIOS
Clerk of the Board

January 10, 2016

Arizona Department of Gaming
Horse Racing Division
1110 W. Washington Street, Suite 450
Phoenix, Arizona 85007

To Whom it may Concern:

Please note that the Cochise County Board of Supervisors voted unanimously to allow the Cochise County Fair Association to hold live horse racing at the Cochise County Fairgrounds on February 19, 20, 26, and April 23, 2017.

We fully support their efforts in keeping this rural tradition alive in Cochise County.

If you have any questions please feel free to contact our office at 520-432-9200.

Sincerely,

Ann English
Chairman
District 2

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017
Arizona Department of Homeland Security Equipment Grant 2016
Submitted By: Rich Morales, County Sheriff
Department: County Sheriff
Presentation: No A/V Presentation **Recommendation:** Approve
Document Signatures: BOS Signature Required **# of ORIGINALS Submitted for Signature:** 2
NAME of PRESENTER: Rich Morales **TITLE of PRESENTER:** Lieutenant
Docket Number (If applicable):
Mandated Function?: Not Mandated **Source of Mandate or Basis for Support?:**

Information

Agenda Item Text:

Approve agreement 16-AZDOHS-HSGP-160400-01 with the Arizona Department of Homeland Security for ballistic protective equipment effective October 1, 2016 through September 30, 2017 in the amount of \$15,900.

Background:

This AZ DHS grant will allow the Sheriff's Office to purchase necessary ballistic equipment for the SWAT team. Most ballistic equipment must be rotated out every 5 years. This grant will allow the Sheriff's Office SWAT team to purchase new ballistic and replace existing equipment that is expiring. There is no additional cost associated with this grant. The Sheriff's office has to replace a portion of our ballistic equipment each year. This allows us to manage the financial impact.

Department's Next Steps (if approved):

The signed contract will be submitted to the Arizona Department of Homeland Security. Once the contract is finalized, we will begin replacing our expiring ballistic equipment.

Impact of NOT Approving/Alternatives:

Currently the Sheriff's Office does not have a budget for replacement of SWAT equipment. If the grant is not approved most of the ballistic items will not be purchased.

To BOS Staff: Document Disposition/Follow-Up:

Send signed original to the Sheriff's Office. The original must be sent back to the Arizona Department of Homeland Security.

Attachments

AZ DHS grant 2016

SUBRECIPIENT AGREEMENT

16-AZDOHS-HSGP-160400-01

Between

The Arizona Department of Homeland Security

And

Cochise County Sheriff's Office

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Cochise County Sheriff's Office** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2016** and shall terminate on **September 30, 2017**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Tactical Operations**" and funded at **\$15,900** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2016-SS-00119-S01 and CFDA #97.067:

- a. Provide up to **\$15,900** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. **FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end. Failure to comply with any requirements imposed as a result of an audit will suspend the release of funds by AZDOHS to Subrecipient until Subrecipient is in compliance with all such requirements.
- b) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent years within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a Single Audit (formerly known as OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations).
- c) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. **APPLICABLE FEDERAL REGULATIONS**

The Subrecipient must comply with the Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

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

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the NOFO. The

Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The Subrecipient shall comply with of its own procurement rules/policies and must also comply with Federal procurement rules/policies (including but not limited to those outlined in section VII of this Agreement) and all Arizona State procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants.

Training and Exercise

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

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests as outlined in section X.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host Subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Emergency and Military Affairs (DEMA) Exercise Branch.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. § 23-214, Subsection A (that subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program”).
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS’s discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - 1. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

- a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The

Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

- b) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)

- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

- e) Financial Reimbursements

The Subrecipient shall provide AZDOHS request for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received by AZDOHS later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked as final.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. **ASSIGNMENT AND DELEGATION**

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. **AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.
2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article F - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

Article G - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article H - Hotel and Motel Fire Safety Act of 1990

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

Article I - Fly America Act of 1974

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

Article J - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article K - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article L - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article M - Drug-Free Workplace Regulations

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

Article N - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article O - Best Practices for Collection and Use of Personally Identifiable Information (PII)

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

Article P - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article Q - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article R - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article U - Civil Rights Act of 1964 - Title VI

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

Article V - Civil Rights Act of 1968

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

Article W - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article X - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Y - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

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

Article Z - Rehabilitation Act of 1973

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

Article AA - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AB - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AC - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article AD - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article AE - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Article AF - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 CFR Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AG - Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article AH - Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. §

35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. § 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association (“AAA”), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator’s fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party’s failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of

the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. **LICENSING**

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. **ADVERTISING AND PROMOTION OF AGREEMENT**

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

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

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

XXXI. **TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. **SPECIAL CONDITIONS**

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

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

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017

Authorizing the County Treasurer to Open Accounts with Qualified Investors Resolution

Submitted By: Pam Munsey, County Treasurer

Department: County Treasurer

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

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

NAME of PRESENTER: Catherine L. Traywick **TITLE of PRESENTER:** Treasurer

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** A.R.S. 35-323 and 323.01

Docket Number (If applicable):

Information

Agenda Item Text:

Adopt Resolution 17-01 authorizing the County Treasurer to open accounts with qualified investors in accordance with A.R.S 35-323 and 323.01.

Background:

In accordance with A.R.S. 35-323 and 323.01 County Treasurer shall establish and manage a list of qualified investors for the purpose of making investments and reinvestments of public monies and to open accounts with approved investors.

Department's Next Steps (if approved):

If approved, sign and record the Resolution; send copy to Catherine L. Traywick, Cochise County Treasurer.

Impact of NOT Approving/Alternatives:

Out dated investors list and out of compliance with A.R.S. 35-323 and 323.01.

To BOS Staff: Document Disposition/Follow-Up:

If approved, sign and record the Resolution; send copy to Catherine L. Traywick, Cochise County Treasurer.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

**Fiscal Impact & Funding Sources
(if known):**

County Treasurer to establish list of qualified investors in a manner that safely preserves public monies and to open accounts with approved investors.

Attachments

Resolution authorizing Treasurer to Open Accounts with Qualified Investors

RESOLUTION 17-__

**AUTHORIZING THE COUNTY TREASURER TO OPEN
ACCOUNTS WITH QUALIFIED INVESTORS**

WHEREAS, in accordance with the provisions of Title 35, Sections 323 and 323.01, A.R.S., the County Treasurer is compelled to invest and reinvest public monies in securities and deposits with a maximum maturity of five years; and

WHEREAS, in accordance with said sections of said title, the eligible investments include various, specifically enumerated investment options; and

WHEREAS, the County Treasurer wishes to establish and manage, as conditions change, a list of qualified investors so that she may execute her duties pursuant to said sections of said title in a manner that most safely preserves public monies, and to open accounts with the approved investors; and

NOW, THEREFORE, BE IT RESOLVED that the County Treasurer is hereby authorized to establish and manage a list of qualified investors for the purpose of making investments and reinvestments as she is required to do and in a manner that most safely preserves public monies, and to open accounts with the approved investors.

PASSED AND ADOPTED by the Board of Supervisors of Cochise County, Arizona, this ____ day of _____, 2017.

Chairman
Cochise County Board of Supervisors

ATTEST:

Arlethe G. Rios,
Clerk of the Board

APPROVED AS TO FORM:

Lauri J. Owen
Civil Deputy County Attorney

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 01/10/2017

VOCA Grant for CASA program

Submitted By: Shawneen Serrano, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Eric Silverberg**TITLE of PRESENTER:** Court Administrator**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:**

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

Information**Agenda Item Text:**

Approve the one year grant 2015-VA-GX-0032 from the Arizona Department of Public Safety in the amount of \$28,431 to create a one year half time volunteer recruiter position with full benefits.

Background:

The Court Appointed Special Advocate (CASA) program became a component of the Court Administrator's Office in 2016. At that time, a renewed focus was placed on a securing resources to address a chronic volunteer shortage which prevented the program from serving all of the children eligible for CASA services. Currently, the program has 30 volunteers, but due to the significant increase in dependency cases over the past few years, only 14% of eligible children are appointed a CASA volunteer. Over the next year, we hope to increase this number to greater than 40 volunteers. If we achieve the 40 volunteer threshold, the AOC will provide additional staffing for the program which will help in the retention and recruitment of more volunteers.

The grant requires a match of \$7,108. The grantor has accepted a match of current grant funds from the AOC. No general funds or other County funds are required to fund this project/position.

Department's Next Steps (if approved):

Judicial HR Director to begin position recruitment.

Impact of NOT Approving/Alternatives:

Program is mandated by statute. We would do what we can to secure and train more volunteers. We believe this will jump start the process.

To BOS Staff: Document Disposition/Follow-Up:

Once approved please notify:
Eric Silverberg - Court Administrator
Tracey Romero - Judicial HR Director

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

VOCA Grant for CASA program

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant:

Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Court Administration

Regular Board of Supervisors Meeting**Meeting Date:** 01/10/2017

Two year grant from the Administrative Office of the Courts (AOC)

Submitted By: Shawneen Serrano, Court Administration**Department:** Court Administration**Presentation:** No A/V Presentation**Recommendation:** Approve**Document Signatures:** BOS Signature NOT Required**# of ORIGINALS Submitted for Signature:** 0**NAME of PRESENTER:** Eric Silverberg**TITLE of PRESENTER:** Court Administrator**Mandated Function?:** Federal or State Mandate**Source of Mandate or Basis for Support?:**

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

Information**Agenda Item Text:**

Accept a grant from the Administrative Office of the Courts (AOC) in the amount of \$41,147 to fund a fully benefited part time position to provide data entry and case management reporting tolls to assist the dependency court effective July 1, 2016 through June 30, 2018.

Background:

Over the past few years, the number of dependency cases has increased markedly in Cochise County and statewide. This led to major changes in the child abuse prevention agency including a reorganization and a new name-Department of Child Safety. Other changes included increased staffing and funding for the agency and the Attorney Generals' Office which has led directly to more case filings. During the last legislative session, the Legislature appropriated around \$3 million dollars over two years to help courts respond to this case surge.

A careful review of our current staffing and workload and a recent decision by the Clerk of the Superior Court to transfer significant case management database maintenance responsibilities to the Court Administrator's office motivated us to request grant funding to create a short term position to facilitate this unanticipated transition. We also expect this position will enhance our case management and statistical reporting capabilities.

Funding for this position comes solely from the grant. No County general funds are needed.

Department's Next Steps (if approved):

Recruitment has begun. Position will be filled after BOS acceptance of funding.

Impact of NOT Approving/Alternatives:

Dependency court is mandated by statute. We would experience significant challenges in achieving accurate and current database entry.

To BOS Staff: Document Disposition/Follow-Up:

Once approved, please notify:

Eric Silverberg - Court Administrator

Tracey Romero - Judicial HR Director

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

DCPI Grant Form

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:

Date Prepared:

Point of Contact:

Phone Number:

Department:

PRIMARY GRANT

Primary Grantor:

CFDA:
www.CFDA.gov

Grant Title:

Grant Term From:

To:

Total Award Amount:

New Grant: Yes No

Grant No:

Amendment: Yes No

Amendment No:

GL Account No:

If new, Finance will assign a fund number.

Strategic Plan:

District:

Mandated by Law

Yes

No

Number of Positions Funded:

Asset(s) Acquired:

Grantor's reimbursement mileage rate:

Health or pension reimbursement:

Other reimbursement:

Briefly describe the purpose of the grant:

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

PRIMARY FUNDING SOURCE

Funding Year: Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Funds:

Has this amount been budgeted? Yes No

Method of collecting funds: Lump Sum Quarterly Draw Reimbursement

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

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

(b) Amount of overhead allowed by grant:

County Subsidy (a) - (b) =

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

Name of Grant: Funder:

If yes please complete an additional grant approval form.

Is County match required? Yes No

County match source:

County match dollar amount or percentage:

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

Court Administration

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017

Certification of Fill The Gap (FTG) FY 15.16 funds

Submitted By: Shawneen Serrano, Court Administration

Department: Court Administration

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

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

NAME of PRESENTER: Eric Silverberg **TITLE of PRESENTER:** Court Administrator

Mandated Function?: Federal or State Mandate **Source of Mandate or Basis for Support?:** ARS 41-2421

Docket Number (If applicable):

Information

Agenda Item Text:

Certify that the total court revenues collected in Fiscal Year 2015/2016 exceeded total court revenues collected in Fiscal Year 1997/1998 and authorize distribution of the 5% set-aside revenues, pursuant to ARS 41-2421.

Background:

In 1999, the Arizona Legislature enacted A.R.S. 41-2421, a law enhancing collections in the courts, setting forth the allocation of those revenues to criminal justice entities (commonly referred to as the Fill the Gap initiative FTG). Pursuant to A.R.S. 41-2421, a base year of revenue thresholds was established as Fiscal Year 1997-98. Thereafter, 5% of revenues collected by the courts were to be "set-aside" until the determination that a subsequent year's revenues exceeded that of the base year. If so, those set aside dollars are to be disbursed to the below-outlined criminal justice agencies. Board of Supervisor certification of each year's revenues exceeding the base year is required so that these funds may be disbursed per the funding formula. Total court revenues for FY 2015/2016 were \$7,136,065. Since the requirement that the FY 2015/2016 number be higher than the FY1997-1998 base revenue threshold of \$2,100,102 has been met, the 5% "set-aside" funds may be disbursed.

Department's Next Steps (if approved):

The 5% set-aside number is \$356,803. Per the funding formula the funds will be distributed as follow:

- 57.37% to Superior Court \$204,697.88
- 21.61% to County Attorney \$ 77,105.13
- 20.53% to Indigent Defense \$ 73,251.66
- 00.49% to the State \$ 1,748.33

Impact of NOT Approving/Alternatives:

Without the Board's official certification, these funds cannot be properly allocated.

To BOS Staff: Document Disposition/Follow-Up:

Notify Superior Court Administrator, Eric Silverberg when funds are certified.

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: 01/10/2017

Demands

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME 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: 01/10/2017

New Liquor License Copper Horse Vineyard, LLC. Farm Winery Series 13

Submitted By: Rebecca Reynolds, Board of Supervisors

Department: Board of Supervisors

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

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

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

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

Docket Number (If applicable):

Information

Agenda Item Text:

Approve a new liquor license application for a series #13 Farm Winery license submitted by Mr. Eric T. Desfachelles for Copper Horse Vineyard, LLC, located at 3450 S. Copper Horse Drive, Portal, AZ 85632

Background:

Mr. Eric T. Desfachelles has applied for a series #13 Farm Winery liquor license for Copper Horse Vineyard, LLC, located at 3450 S. Copper Horse Drive, Portal, AZ 85632. The Sheriff's Office has no recommendation and the Treasurer's Office advised that the property taxes for the parcel in question are current. The Planning and Zoning Department has recommended approval of the application. There have been no formal protests to this liquor license.

The Environmental Health Division has no concerns with the issuance of the liquor license. The establishment will require licensure with Cochise County Environmental Health and they will notify the applicant with requirements to obtain the proper permits before operating the business.

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

Department's Next Steps (if approved):

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

Impact of NOT Approving/Alternatives:

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

To BOS Staff: Document Disposition/Follow-Up:

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

Budget Information

Information about available funds

Budgeted:

Funds Available:

Amount Available:

Unbudgeted:

Funds NOT Available:

Amendment:

Account Code(s) for Available Funds

1:

Fund Transfers

Attachments

[Application](#)

[Department Forms](#)

[Affidavit of Posting](#)



16 NOV 14 11:47 AM 2011

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

Parcel # 402-83-0104

Application for Liquor License
Type or Print with Black Ink

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

RECEIVED
COCHISE COUNTY
BOARD OF SUPERVISORS
2016 NOV 21 A 7:40

SECTION 1 This application is for a:

- Interim Permit (Complete Section 5)
New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
Person Transfer (Complete Section 2, 3, 4, 12, 13, 14, 16)
Location Transfer (Bars and Liquor Stores Only)
Probate/ Will Assignment/ Divorce Decree
Government (Complete Sections 2, 3, 4, 10, 13, 16)
Seasonal

SECTION 2 Type of Ownership:

- J.T.W.R.O.S. (Complete Section 6)
Individual (Complete Section 6)
Partnership (Complete Section 6)
Corporation (Complete Section 7)
Limited Liability Co (Complete Section 7)
Club (Complete Section 8)
Government (Complete Section 10)
Trust (Complete Section 6)
Tribe (Complete Section 6)
Other (Explain)

SECTION 3 Type of license

1. Type of license: Farm Winery (Series 13) LICENSE # 13023048

SECTION 4 Applicants

- 1. Individual Owner/Agent's Name: DESFACHELLES ERIC T.
2. Owner Name: Copper Horse Vineyard LLC
3. Business Name: Copper Horse Vineyard
4. Business Location Address: 3450 S. Copper Horse Dr.
5. Mailing Address: 3450 S. Copper Horse Dr.
6. Business Phone: (206) 707-2959
7. Email Address: edesfac@gmail.com
8. Is the Business located within the incorporated limits of the above city or town?
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$ 0

Department Use Only

Fees: Application 100, Interim Permit, Site Inspection, Finger Prints 22, Total of All Fees \$ 122-
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes
Accepted by: MS Date: 11/15/2016 License # 13023048

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____

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

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

I, _____ (Print Full Name)		declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.	
X _____ (Signature of CURRENT Individual Owner/Agent)	State of _____	County of _____	The foregoing instrument was acknowledged before me this _____
My commission expires on: _____ Date	_____	of _____	_____ / _____ Day Month Year
		_____ Signature of NOTARY PUBLIC	

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? Yes No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> <input type="checkbox"/>								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD.

- Corporation Complete Questions 1, 2, 3, 4, 5, 6, and 7
 L.L.C. Complete Questions 1, 2, 3, 4, 5, 6, and 7

1. Name of Corporation/ L.L.C.: Copper Horse Vineyard LLC

2. Date Incorporated/Organized: 10/20/2011 State where Incorporated/Organized: AZ

3. AZ Corporation or AZ L.L.C File No: L17150915 Date authorized to do Business in AZ: 11/03/2011

4. Is Corp/LLC. Non Profit? Yes No

5. List Directors, Officers, Members in Corporation/LLC:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
DESFACHELLES	Eric	T.	Member	3450 S Copper Horse Dr, Portal, AZ			85632

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
DESFACHELLES	Eric	T.	100%	3450 S Copper Horse Dr, Portal, AZ			85632

(Attach additional sheet if necessary)

7. If the corporation/ LLC are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND \$22 PROCESSING FEE FOR EACH CARD

1. Name of Club: _____
2. Is Club non-profit? Yes No
3. List all controlling members (minimum of four (4) requested)

Last	First	Middle	Mailing Address	City	State	Zip Code

(Attach additional sheet if necessary)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Liquor License

1. Current Licensee's Name: _____
(Exactly as it appear on the license) Last First Middle
2. Assignee's Name: _____
 Last First Middle
3. License Type: _____ License Number: _____

ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE.

SECTION 10 Government (for cities, towns, or counties only)

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

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

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
 Address: _____
 (Exactly as it appears on license)
2. New Business: Name: _____
 Address: _____
1. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ Entity: _____
Last First Middle (Individual, Agent, Etc.)

2. Ownership Name: _____
(Exactly as it appears on license)

3. Business Name: _____
(Exactly as it appears on license)

4. Business Location Address: _____
Street City State Zip

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____
Street City State Zip

7. Have all creditors, lien holders, interest holders, etc. been notified? Yes No

8. Does the applicant intend to operate the business while this application is pending? Yes No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) _____ hereby authorize the department to process this Application to transfer the privilege of the license to the applicant provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

NOTARY

X _____
(Signature of CURRENT Individual Owner/Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____
Date

_____ of _____
Day Month Year

Signature of NOTARY PUBLIC

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants.

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

The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) Series 12
- b) Hotel/motel license (§ 4-205.01) Series 11
- c) Microbrewery Series 3
- d) Craft Distillery Series 18

- e) Government license (§ 4-205.03) Series 5
- f) Fenced playing area of a golf course (§ 4-207 (B)(5))
- g) Wholesaler Series 4
- h) Farm Winery Series 13

1. Distance to nearest School: _____ Name of School: _____
 (If less than one (1) mile note footage) Address: _____

2. Distance to nearest Church: _____ Name of Church: _____
 (If less than one (1) mile note footage) Address: _____

SECTION 14 Business Financials

1. I am the: Lessee Sub-lessee Owner Purchaser Management Company

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

3. Monthly Rent/ Lease Rate: \$ 0

4. What is the remaining length of the lease? Yrs. _____ Months _____

5. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? \$ 0
 Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Grow grapes, make wine at a off-premise custom crush location, and store Tax-Paid Wine on-premise.
Sell and ship wine to Arizona-licensed wholesalers, Arizona licensed retailers, and on-line Direct To Customer.

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? Yes No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? Yes No

10. Is the premises currently license with a liquor license? Yes No

If yes, give license number and licensee's name:

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

- 1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? Yes No
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02. (H) (2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this Restaurant Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas **Patio:** Contiguous
- Walk-up windows Drive-through windows Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? Yes No
If yes, what is your estimated completion date? _____

Month/Day/Year

- 2. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.
- 3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
- 4. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.
- 5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

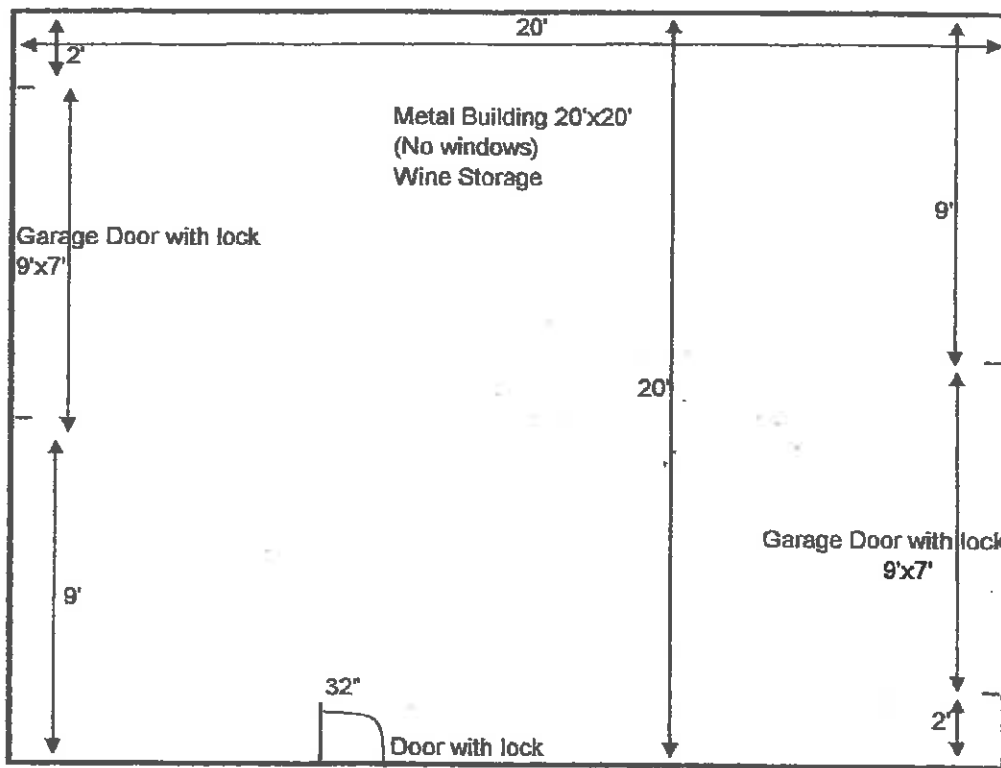
ED.
(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



SECTION 17 SIGNATURE BLOCK

NOTARY

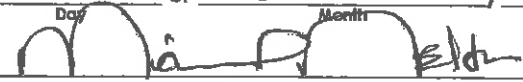
I, (Print Full Name) Eric T. Desfachelles, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

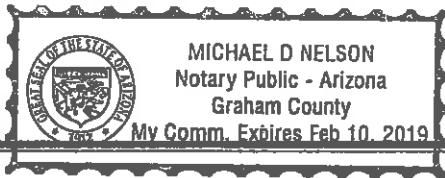
x 
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of GRAHAM
The foregoing instrument was acknowledged before me this

My commission expires on: FEB 10, 2019
Date

20th of Oct., 2016
Day Month Year


Signature of NOTARY PUBLIC



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

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

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

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

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

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Eric T. Desfachelles Address: 3450 S. Copper Horse Drive
Business Name: Copper Horse Vineyard, LLC City/Zip: Portal/85632
Liquor License #: 13023048 Parcel #: 402-83-010H
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE ENVIRONMENTAL HEALTH DEPARTMENT


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

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

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

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

- The Health Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Health Department is currently working with the property owner on health-related issues with the subject property.

Name: Carl Hooper Title: Environmental Health Specialist
Signature:  Date: 12/6/2016
Contact phone: 520-432-9442 Email: chooper@cochise.az.gov

Return completed form with any attachments by: 12/7/16

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

For internal use only:

- Restaurant/Hotel-Motel
- Club/Government
- Transfer of Premises

APPLICANT INFORMATION

Applicant Name: Eric T. Desfachelles Address: 3450 S. Copper Horse Drive
Business Name: Copper Horse Vineyard, LLC City/Zip: Portal/85632
Liquor License #: 13023048 Parcel #: 402-83-010H
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

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

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

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

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

Based on the above information, the Planning and Zoning Department's recommendation to the Board of Supervisors is:	Approval <input checked="" type="checkbox"/>	Disapproval <input type="checkbox"/>
---	---	---

OTHER PERTINENT INFORMATION FOR THE BOARD'S CONSIDERATION:

Proper Zoning? Y N Zoning: RU-4
Use permitted by P&Z? Y N Permit#: AG EXEMPT
Date Permit Issued: N/A Use Permitted: STORAGE OF WINE ONLY
If use not permitted, is it LNC? Y N Year LNC Established: N/A

- The Planning Department will notify the applicant that if any construction is proposed, a Non-Residential Permit must first be submitted and approved by this Department, or if there is a lapse of 12 months of non-operation of the business, a Non-Residential Permit will be required to re-establish the use from this Department.
- The Planning Department will notify the applicant that he/she will be required to obtain the proper permits before operating the business.
- The Planning Department is currently working with the property owner on several zoning-related issues with the subject property.
- The applicant stated he will only be storing the wine onsite, it will be produced offsite.

Name: Dora V Flores Title: Zoning Administrator
Signature: Dora V Flores Date: 12/8/16
Contact phone: 520-432-9300 Email: dflores@cochise.az.gov

Return completed form with any attachments by: 12/7/16

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Eric T. Desfachelles Address: 3450 S. Copper Horse Drive
Business Name: Copper Horse Vineyard, LLC City/Zip: Portal/85632
Liquor License #: 13023048 Parcel #: 402-83-010H
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE SHERIFF'S OFFICE

Please advise if:

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

If so, please attach pertinent documentation.

Comments: There have not been a significant number of incidents at the named location within five years.

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

Approval

Disapproval

No Recommendation

Name: Mark P. Genz

Title: Commander

Signature: s/Mark P. Genz

Date: 12/5/16

Contact phone: 432-9506

Email: mgenz@cochise.az.gov

Return completed form with any attachments by: 12/7/16

COCHISE COUNTY BOARD OF SUPERVISORS



Telephone (520) 432-9200

Fax (520) 432-5016

APPLICANT INFORMATION

Applicant Name: Eric T. Desfachelles Address: 3450 S. Copper Horse Drive
Business Name: Copper Horse Vineyard, LLC City/Zip: Portal/85632
Liquor License #: 13023048 Parcel #: 402-83-010H
Ownership Type: Limited Liability Corporation Liquor License Special Event Liquor License
Partner(s): _____

TO BE COMPLETED BY THE TREASURER'S OFFICE

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

xxx Yes No

If not, please attach pertinent documentation.

Comments:

Name: KATHLEEN WILSON Title: TAX SPECIALIST 1
Signature: KATHLEEN WILSON Date: 12/1/2016
Contact phone: 520-432-8404 Email: KWILSON@COCHISE.AZ.GOV

Return completed form with any attachments by: 12/7/16



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

AFFIDAVIT OF POSTING

Date of Posting: 12/1/16 Date of Posting Removal: 12/22/16

Applicant's Name: Desfachelles Eric T.
Last First Middle

Business Address: 3450 S. Copper Horse Dr. Portal 85632
Street City Zip

License #: 13023048

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

Charles R. Cooper Inspector 520-432-9300
Print Name of City/County Official Title Phone Number

Chas R Cooper 12-22-16
Signature Date Signed

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

s Copper

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: January 20, 2016

John, Barry, Mike & Jennifer
1000 E. 2nd St., Suite 100, Phoenix, AZ 85001
Tel: 602-955-1234

THE STATE OF ARIZONA has received an application for a license to sell alcoholic beverages from the above named applicant. The application was filed with the Department of Liquor Administration on January 20, 2016. The application is subject to the provisions of the Arizona Alcoholic Beverage Code, Title 45, A.R.S., and the rules and regulations of the Department of Liquor Administration. The Department of Liquor Administration is currently reviewing the application and will advise the applicant of the results of its review. The applicant is hereby notified that the application is subject to the provisions of the Arizona Alcoholic Beverage Code, Title 45, A.R.S., and the rules and regulations of the Department of Liquor Administration. The applicant is hereby notified that the application is subject to the provisions of the Arizona Alcoholic Beverage Code, Title 45, A.R.S., and the rules and regulations of the Department of Liquor Administration. The applicant is hereby notified that the application is subject to the provisions of the Arizona Alcoholic Beverage Code, Title 45, A.R.S., and the rules and regulations of the Department of Liquor Administration.

THE STATE OF ARIZONA
DEPARTMENT OF LIQUOR ADMINISTRATION
PHOENIX, ARIZONA



12/01/2016

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: Thursday, December 1, 2016

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE

Cochise County Board of Supervisors

PLACE 1415 Melody Lane, Bly, G, Bisbee DATE/TIME Tuesday, January 10, 2017 @ 10AM

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 590-432-9200

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE

STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND

NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE

STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: 590-432-9720 STATE LIQUOR DEPT: (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Regular Board of Supervisors Meeting

Meeting Date: 01/10/2017

Elect Chairman of the Board of Supervisors

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Elect _____ as Chairman of the Board of Supervisors, effective January 11, 2017.

Background:

The current Chairman was elected by the Board to serve as Chairman, effective November 1, 2015. The Board wishes to share the responsibility for Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify Finance for new signature plate on County warrants; notify departments, other counties, CSA, AACO and NACo of change in Chairmanship.

Impact of NOT Approving/Alternatives:

Current Chairman will remain in place until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See 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

Meeting Date: 01/10/2017

Elect Vice-Chairman of the Board of Supervisors

Submitted By: Kim Lemons, Board of Supervisors

Department: Board of Supervisors

Presentation: No A/V Presentation

Document Signatures:

Recommendation:

of ORIGINALS

Submitted for Signature:

NAME n/a

TITLE n/a

of PRESENTER:

of PRESENTER:

Mandated Function?:

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

Information

Agenda Item Text:

Elect _____ as Vice-Chairman to the Board of Supervisors, effective January 11, 2017.

Background:

The current Vice-Chairman was elected by the Board to serve as Vice-Chair, November 1, 2015. The Board wishes to share the responsibility for Vice-Chairmanship and therefore rotates assignment to that seat periodically.

Department's Next Steps (if approved):

Notify departments, other counties, CSA, AACO and NACo of change in Vice-Chairmanship.

Impact of NOT Approving/Alternatives:

Current Vice-Chair will remain until another is elected.

To BOS Staff: Document Disposition/Follow-Up:

See 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

**Action 12.
Fleet & Heavy Fleet**

Meeting Date: 01/10/2017

Approve Bid Award for Fleet Vehicles

Submitted By: Terry Hudson, Procurement

Department: Procurement

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

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

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

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. 17-18-FMD-03 to Lawley Motors for the purchase of eight fleet vehicles for the Fleet Services Department in the amount of \$234,816 plus applicable tax.

Background:

IFB 17-18-FMD-03 was released on December 1, 2016 three responses were received prior to the bid closing date and time of December 15, 2016 at 4:00 p.m. A bid tabulation is attached which references Lawley Motors as the lowest responsive and responsible bidder. Courtesy Chevrolet had lower bid prices for line items 5 and 6 although when the 3% local vendor preference policy and County tax evaluation method is calculated Lawley Motors became the lowest bidder on all eight vehicles.

Department's Next Steps (if approved):

Issue purchase order and inspect vehicles upon delivery.

Impact of NOT Approving/Alternatives:

The impact of not approving would result in having to retain current vehicles that have reached their designated replacement mileage resulting in a significant increase in maintenance and repair costs.

To BOS Staff: Document Disposition/Follow-Up:

No action required.

Budget Information

Information about available funds

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

Account Code(s) for Available Funds

1:

Fund Transfers

**Fiscal Impact & Funding Sources
(if known):**

The Fleet Services Department has budgeted sufficiently for this purchase in the FY 16-17 budget in fund line 109-1760-9-454.100

Attachments

Bid Tabulation

Offer and Acceptance

COCHISE COUNTY PROCUREMENT DEPARTMENT						
IFB NO: 17-18-FMD-03 Fleet Vehicles Opening Date: 12/15/2016 Buyer: Maria Morales			Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Evaluated Discount Price Lawley Motors Sierra Vista, AZ	Midway Chevrolet Phoenix, AZ
	Vehicle Description	Qty				
Bid Item 1: Mfg: Chevrolet, Model Year: 2017, Silverado 1500 2WD Crew Cab 143.5" Work Truck, Model code CC15543		1				
Bid Price			\$26,813.18	\$26,777.00	\$26,777.00	No Bid
Local 3% Vendor Preference Discount					\$803.31	
Unit Price			\$26,813.18	\$26,777.00	\$25,973.69	
Extended Unit Price			\$26,813.18	\$26,777.00	\$25,973.69	
Tax			\$3,084.66	\$2,155.55	\$1,961.01	
Total Purchase Price			\$29,897.84	\$28,932.55	\$27,934.70	
Bid Item 2: Mfg: Chevrolet, Model Year 2017, Silverado 1500 Double Cab 4WD 143.5 Work Truck, w/Cross Bed Toolbox Model Code CK15753		2				
Bid Price			\$26,504.75	\$25,977.00	\$25,977.00	No Bid
Local 3% Vendor Preference Discount					\$779.31	
Unit Price			\$26,504.75	\$25,977.00	\$25,197.69	
Extended Unit Price			\$53,009.50	\$51,954.00	\$50,395.38	
Tax			\$5,258.96	\$4,182.30	\$3,804.85	
Total Purchase Price			\$58,268.46	\$56,136.30	\$54,200.23	

COCHISE COUNTY PROCUREMENT DEPARTMENT						
IFB NO: 17-18-FMD-03 Fleet Vehicles Opening Date: 12/15/2016 Buyer: Maria Morales			Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Evaluated Discount Price Lawley Motors Sierra Vista, AZ	Midway Chevrolet Phoenix, AZ
Bid Item 3: Mfg: Chevrolet, Model Year 2017, Silverado 2500HD 2WD Double Cab 158.1" Work Truck Model Code CC25953		1				
Bid Price			\$26,278.56	\$26,777.00	\$26,777.00	No Bid
Local 3% Vendor Preference Discount					\$803.31	
Unit Price			\$26,278.56	\$26,777.00	\$25,973.69	
Extended Unit Price			\$26,278.56	\$26,777.00	\$25,973.69	
Tax			\$3,040.29	\$2,155.55	\$1,961.01	
Total Purchase Price			\$32,359.14	\$28,932.55	\$27,934.70	
Bid Item 4: Mfg: Chevrolet, Model Year: 2017, Silverado 1500 4WD Crew Cab 143.5" Work Truck, Model code CK15543		1	\$30,150.13	\$29,977.00	\$29,977.00	No Bid
Bid Price						
Local 3% Vendor Preference Discount					\$899.31	
Unit Price			\$30,150.13	\$29,977.00	\$29,077.69	
Extended Price			\$30,150.13	\$29,977.00	\$29,077.69	
Tax			\$3,361.63	\$2,413.15	\$2,195.37	
Total Purchase Price			\$33,511.76	\$32,390.15	\$31,273.06	

COCHISE COUNTY PROCUREMENT DEPARTMENT					
IFB NO: 17-18-FMD-03 Fleet Vehicles Opening Date: 12/15/2016 Buyer: Maria Morales					
		Courtesy Chevrolet, Phoenix, AZ	Lawley Motors Sierra Vista, AZ	Lawley Motors Sierra Vista, AZ	Midway Chevrolet Phoenix, AZ
				Evaluated Discount Price	
Bid Item 5: Mfg: Chevrolet, Model Year 2017, Tahoe 4WD 4dr Commercial Model CodeCK15706	1				
Bid Price		\$33,402.98	\$34,577.00	\$34,577.00	No Bid
Local 3% Vendor Preference Discount				\$1,037.31	
Unit Price		\$33,402.98	\$34,577.00	\$33,539.69	
Extended Price		\$33,402.98	\$34,577.00	\$33,539.69	
Tax		\$3,631.62	\$2,783.45	\$2,532.25	
Total Purchase Price		\$37,034.60	\$37,360.45	\$36,071.94	
Bid Item 6: Mfg: Chevrolet, Model Year 2017, Tahoe 2WD 4dr Commercial Model Code CC15706	2				
Bid Price		\$31,200.98	\$32,377.00	\$32,377.00	No Bid
Local 3% Vendor Preference Discount				\$971.31	
Unit Price		\$31,200.98	\$32,377.00	\$31,405.69	
Extended Price		\$62,401.96	\$64,754.00	\$62,811.38	
Tax		\$6,038.53	\$5,212.70	\$4,742.26	
Total Purchase Price		\$68,440.49	\$69,966.70	\$67,553.64	

Courtesy Chevrolet tax rates are 8.6% for the first \$10,000 and 8.3% for remaining balance

Lawley Motors tax rate 8.05%

Lawley Motors evaluated tax rate is 7.55% (8.05% - .5% Cochise County business privelage tax for evaluation purposes only)

SECTION SIX - OFFER TO THE COUNTY OF COCHISE:

The undersigned hereby offers and agrees, if this offer is accepted within **ninety (90) calendar days** from the bid opening date, to furnish all of the items at the prices set forth in this solicitation, delivered at the designated location(s) by the method of delivery and within the time specified herein and subject to the terms and conditions of this invitation for bid. In the event of solicitation award pursuant to this request, performance by the vendor of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

Complete this form and return it with your submittal.

Lawley Motors W. Sean Lawley
Company Name Representative Name (Print)

2900 E. Fry Blvd. Managing Member
Street or Mailing Address Title (Print)

Sierra Vista AZ 85635 520-452-6928
City, State and Zip Code Phone Number

02-025391 M shelly.lingo@lawleycars.com
State of Arizona Transaction (Sales) Privilege Tax E-mail
License Number (if applicable)

92-0154693 [Signature]
Federal Employer Identification Number Signature of Person Authorized to Sign Offer

NO BID _____ Reason: _____

SECTION SIX - ACCEPTANCE OF OFFER

This offer is hereby accepted pending final approval by the County Board of Supervisors.

The Contractor is cautioned not to provide any material under this acceptance of offer until Contractor receives a formal Purchase Order, Notice to Proceed, or is otherwise directed to do so in writing by the County's Authorized Representative.

The Contractor is now bound to provide the materials, equipment or services requested in solicitation IFB 17-18-FMD-03, including all terms, conditions, specifications, statement of work, amendments, etc. and the Contractor's Offer as accepted by the County.

The County and Bidder agree as follows:

Article I. Acceptance of Offer Documents: The Acceptance of Offer Documents consist of the purchase order, the Cochise County standard terms and conditions, the solicitation, including all instructions, terms and conditions, technical specifications, scope, any attachments, and addenda thereto; and the bid/offer submitted by the bidder/offeror in response to the solicitation.

Article II. Bidder Performance: The Bidder shall provide all of the material, equipment, and services required by the original solicitation, with the options and modifications or clarifications, if any, expressly stated below:

Article III. Date of Commencement and Completion: The Bidder shall commence performance of this Acceptance of Offer on the date that this Acceptance of Offer is signed and approved by Cochise County unless a different date is stated below:

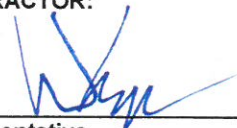
- Upon receipt of purchase order

Article IV. Payment: The County shall pay the Contractor in the amounts and at the times or events stated below:

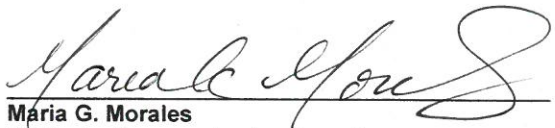
- Upon delivery and acceptance of all items requested.

This Acceptance of Offer is entered into on this 10 day of January 2017 ^(AM)

Contractor shall sign this form and return it with your submittal, do not date.

CONTRACTOR:


Representative

COUNTY:


Maria G. Morales
As Senior Buyer and not personally