



Office of Arizona Attorney General
**Mark Brnovich Law Enforcement Equipment Funding
Program**

Notice of Funds Available

PURPOSE

The Office of Arizona Attorney General Mark Brnovich (AGO) has set aside approximately \$2.5 million in total funds of Arizona's portion of the Wells Fargo multistate settlement monies for purposes of funding requests by Arizona law enforcement agencies to procure police safety equipment that is not currently funded by other sources. The goal of the AGO is to award grants to every eligible law enforcement agency in Arizona that requests qualified funding for officer safety equipment. **Funding will be awarded in capped contract amounts to eligible agencies based on the current number of law enforcement personnel with AZPOST certification in each agency as of May 1, 2020.**

AVAILABLE FUNDS

Grant awards of up to [redacted] are available for law enforcement agencies with a AZPOST certified office workforce of [redacted] certified officers. The grant funds will be distributed through an executed Intergovernmental Agreement (see Attachment I) between the agency and the AGO. The Awarded funds are available for a period of twelve (12) months upon notice of award and are subject to available funds. All funds must be expended by the end of the contract period. Agencies will be required to provide proof of purchase of approved equipment purchased with AGO funds.

Available funds have been divided into ten (10) award category funding tiers, based upon current agency AZPOST certification (as of 05/01/2020).

In the event eligible submission requests in a particular funding category exceed the capped amount of funds available for that funding tier, the overall money distributed to each qualified requestor in that tier will be adjusted proportionally.

ELIGIBLE LAW ENFORCEMENT AGENCIES

Applications can be submitted by law enforcement agencies identified by the AGO that include local governmental police departments, County Sheriff offices, and Tribal law enforcement offices. Statewide agencies and county attorney offices are not eligible for grant awards. Agencies that serve a primary function as game or wildlife management are not eligible for funding. Agencies affiliated with community colleges, state universities, or private universities are not eligible for funding. Agencies with an AZPOST certified force of less than two (2) officers are not eligible for funding.

ALLOWABLE SAFETY EQUIPMENT

Examples of police safety equipment include, but are not limited to: personal protective equipment (PPE), body armor, body cameras and video storage, improvements and repairs to existing law enforcement patrol vehicles, replacement side arms, radios, GPS, cuffs and restraints devices, holsters, recording devices, shields, batons, helmets, and / or electrical incapacitation devices. The AGO is providing each law enforcement agency with the flexibility to determine what safety equipment is most appropriate for each agency, however, the AGO reserves the right to reject any funding request that is determined to be outside of the scope or purposes of law enforcement



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safety equipment. Funds from the AGO may be used to fund portions of requested qualified equipment. Agencies are encouraged to request full funding made available by the AGO.

REQUIREMENTS

Applications should provide a clear response to each question below and include a Cost Sheet (see Attachment II) with a narrative that provides a clear and concise explanation of the methods used to determine the actual anticipated costs for each line item in the budget. The AGO will provide funding to law enforcement agencies that intend to purchase pre-approved safety equipment or that can provide proof of planned purchase orders of pre-approved safety equipment. Previously purchased safety equipment is not eligible for reimbursement.

The AGO reserves the right to reject any initial funding request in whole or in part for any reason. Approved safety equipment purchases cannot be altered or modified without express prior written authorization from the AGO.

The application must be signed by the head of the agency or an authorized agency representative. **Completed applications must be received or postmarked by July 24, 2020.** Please email EquipmentFunding@azag.gov or mail to:

Office of the Attorney General - Procurement Section
2005 N. Central Avenue
Phoenix, AZ 85007
Attn: Cindy Palmer, Procurement Officer
(602) 542-8986



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Law Enforcement Agency Name	Cochise County Sheriff s Office		
Legal entity (government agency or body)	County Government Agency		
Mailing Address	205 N. Judd Drive	County	Cochise
City	Bisbee	Zip Code	85603
Chief / Sheriff	Mark Dannels	Phone	520-432-9505
Email	mdannels@cochise.az.gov	Secondary Email	
Grant Contact	Tom Alinen	Phone	520-366-7704
Email	talinen@cochise.az.gov		
Total number of current law enforcement personnel with ACT certification (as of 05/01/20):	89	Total Funding Amount Requested:	\$27,000.00



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Please list the description / type of equipment, quantity of each item, and dollar amount of items you intend to purchase with the AGO funds. Explain why the equipment is needed.

Description of equipment / type of equipment	Quantity	Total cost
Paraclete ARMISII Vest w/XIIIA Level IIIA panels, placards and pouches	3	\$6,975.00
Paraclete Operator Elite Helmet	3	\$1,689.00
Paraclete 10' x 12" Speed Plates	3	\$1,080.00
Paraclete ASPIS-X 20 x 30 Level III Shield w/light and view port	1	\$7,686.00
Fugitive TAC Aluminum Safety Glasses Transition Day-Night Pathfinder 3.0 Lens	20	\$3,500.00
Mechanix Specialty 0.5mm Covert Gloves (assorted sizes)	20	\$ 600.00
Streamlight 75810 Stinger DS LED Flasjlight	24	\$2,057.00
Streamlight 75810Lithuim ION Battery Stick	18	\$ 352.00
Walker's XCEL 100 Digital Electronic Ear Muffs with Voice Clarity	10	\$ 900.00
	Subtotal	\$24,839.00
	Tax (8.7%)	\$ 2,161.00
	Total	\$27,000.00

Please explain how each item of requested equipment will assist with or promote officer safety.



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The Cochise County Sheriff's Office provides SWAT (Special Weapons and Tactics) support to all incorporated and unincorporated areas in the county. This includes seven cities and the United States Army Base, Fort Huachuca.

The vest, helmet, and ceramic plate are the basic body armor protection for SWAT operators. Level IIIA body armor is designed to defeat pistol caliber threats up to 44 magnum. The Level III shield is capable of defeating everything IIIA defends along with an array of assault rifle calibers and the 308 Winchester cartridge that is often used in sniper rifles.

The glasses are impact rated with the frames being made of aluminum. They are transition type of glasses that darken and lighten automatically which is a benefit when moving from the outside into a building during clearing operations. The glasses provide eye protection for the deputies.

The Mechanix specialty gloves gives the tactical operator the hand protection they need when conducting SWAT operations. Often operators work in various debris fields of rock, dirt and glass.

The Streamlight Stinger Flashlights and batteries will be used by deputies for normal patrol duties or SWAT operators.

The Walker's XCEL 100 Digital Electronic Ear Muffs with Voice Clarity will be for weapon qualifications or tactical operations when explosives are used to breach doors.

The equipment requested in this program will enhance the safety of the deputies during tactical operations or street duties. With the current civil unrest in our nation, often our SWAT unit is being deployed as a safety measure for the frontline deputies working protests and marches.



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Describe personnel who will use each type of equipment you propose to purchase.



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The personnel who will be using this equipment are certified sworn deputies at the Cochise County Sheriff's Office.

What is the expected timeline to purchase each type of equipment?

This equipment can be purchase within four months of an authorized purchase order to a vendor.

Please verify that the AGO monies will not supplant funds, i.e., they will not be used to take the place of any existing state or federal funding for the purchase of the equipment.

The AGO monies for this equipment are not supplanting any existing state or federal funding for the purchase of this equipment.



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Are there specific department-related funding requests that are outside the scope of this grant, but are needed by your agency and you would like to see addressed in the future? If so, please describe and explain the need.

None currently.

Authorized Signature:

A handwritten signature in black ink, appearing to read "M. Dannels".

Printed Name: Mark Dannels

**Title: Sheriff,
Cochise County, Arizona**

Date: July 22, 2020



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**ARIZONA DEPARTMENT OF ADMINISTRATION PROCUREMENT OFFICE
STATUTORY TERMS AND CONDITIONS**

- 1. Applicable Law** In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.
- 2. Non-Availability of Funds** In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 3. Audit** In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- 4. Conflict of Interest** In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- 5. Non-Discrimination** In accordance with ARS § 41-1461, et seq, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.
- 6. E-Verify** In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.
- 7. Arbitration** In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

ACKNOWLEDGED BY:

_____ Sheriff Mark Dannels _____

and

_____ Commander Tom Alinen _____