

Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS, APACHE COUNTY PUBLIC
HEALTH SERVICES DISTRICT AND
THE APACHE COUNTY JAIL DISTRICT**

August 12, 2013

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING**

August 12, 2013

1. Discussion and possible approval of Intergovernmental Agreement #ADHS11-006947 Health Start Program, Amendment #2 to revise or remove terms and Conditions language, extend the contract through September 30, 2014 and revise the pricing.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING**

August 12, 2013

1. Discussion and possible approval of an Intergovernmental Agreement with the St. Johns School District for the professional services of their Psychologist (currently Dr. Jim Stafnik) to perform Psychological Education Evaluations on inmates who qualify for special education. The fee is \$425 per basic evaluation and the \$75.00 an hour for any consultations or attendance at meetings. The County currently has no one employed that has the qualifications to complete the evaluations.

2. Discussion and possible approval to purchase a 2013 Dodge 3500 4x4 diesel multi-prisoner transport vehicle utilizing Southwest Border funds and County procurement policy, at a not to exceed cost of \$94,178.00.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
August 12, 2013**

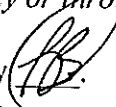
1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

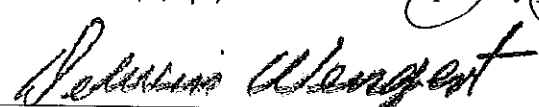
County Manager/Clerk of the Board:

- *A. Request approval of minutes dated July 31, 2013.
- *B. Request approval of demands dated August 5, 2013 to August 12, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
3. Malena Bazarro, Grants Manager: Discussion and possible approval of an amendment to Grant #WFHF09-006 between Apache County and Arizona State Forestry. The amendment adds \$24,550 to the existing agreement for hazardous fuels treatment to continue on the 26 Bar property in Eagar, Arizona.
4. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victims Compensations Grant, #CV-14-049 in the amount of \$59,366, awarded for FY14. This item was tabled from the previous Board meeting.
5. County Attorney's Office: Discussion and possible approval of Arizona Attorney General's Victim's Rights Program award in the amount of \$28,600 awarded for FY2014.
6. Notification of the Arizona Association of Counties Leadership Summit on August 20 -22, 2013 at the Wigwam Resort, 300 Wigwam Blvd in Litchfield Park, Arizona.
7. Notification of the Northern Arizona Council of Governments (NACOG) meeting on August 22, 2013 at the High Country Conference Center, 201 West Butler Avenue, Flagstaff, Arizona at 9:00 a.m.

8. Notification of a special Apache County Board of Supervisors meeting to be held on August 19, 2013 at 8:30 a.m.
9. County Attorney's Office: Following an executive session for legal advice pursuant to A.R.S. 38-431.03(A0(3) consideration and possible approval of an offer of judgment extended to County and other governmental entities and possible settlement before mediation and further litigation in case numbers TX2010-000067/TX2013-000241 relating to prior year tax valuations and between Transwestern Pipeline, LLC and Apache County, Arizona Department of Revenue and six other counties.

Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.

Posted: 8/7/13 at 3:00 a.m. p.m. by 


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chris Sexton, Health District Director**

Date/Signature: **08/05/2013**

Describe in detail what you want to say to the Board and what action you want the board to Take:

ACPHSD requests discussion and possible approval of IGA contract #ADHS11-006947 Health Start Program, Amendment #2 to revise or remove Terms and Conditions language, extend the contract through 9/30/14, and revise the pricing.

Date & Time Needed: _____

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



CONTRACT AMENDMENT

ARIZONA
DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: ADHS11-006947

Amendment No: 2

Sr. Procurement Specialist:
Tracy Chisler

Health Start Program

Effective October 1, 2013, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to Uniform Terms and Conditions, Page Twelve, Provision C, **Contract Administration and Operation**, Paragraph 11, **Provision Scrutinized Business** is hereby deleted in its entirety.
2. Pursuant to Uniform Terms and Conditions, Provision C, **Contract Administration and Operation**, Paragraph Twelve (12) is added to the Contract as follows:

12. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3. Pursuant to Special Terms and Conditions, Page Nineteen (19), Provision C, **Contract Extensions 5 Year Maximum**, the Contract is hereby extended through **September 30, 2014**.
4. Pursuant to Special Terms and Conditions, Page Twenty-Four (24), Provision V, **Health Insurance Portability and Accountability Act of 1996**, is deleted and replaced with the following:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2013 at Phoenix, Arizona

Signature / Date

Authorized Signatory's Name and Title:

Procurement Officer

Contractor's Name:

Apache County Public Health Services District



CONTRACT AMENDMENT

ARIZONA
DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: ADHS11-006947

Amendment No: 2

Sr. Procurement Specialist:
Tracy Chisler

- If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.
5. The Contract Item Pricing shall be revised in ProcureAZ to align with available funding upon execution of this Amendment Two (2). The pricing increased by **\$18,000.00** and will be updated in the ProcureAZ item tab to reflect the following line item changes:
 - a. Health Start increased by \$20,500.00 to reflect the new subtotal of **\$115,500.00**.
 - b. FASD decreased by \$2,500.00 to reflect the new subtotal of **\$0.00**.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Jail District

Date/Signature: 8-13 [Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

The Jail District is requesting approval of an I.G.A. with the St. Johns School District for the professional services of their Physiologist (currently Dr. Jim Staffnick) to perform Physiological Education Evaluations on Inmates that qualify for special education. We are required by law to provide Special Ed services to Inmates that meet the state qualifications. The fee is 425.00 per basic evaluation and then 75.00 an hour for any consultations or attendance at meetings. The county currently has no one in their employ that has the qualifications to complete the Psycho-Ed Ed Evaluations.

BOS Meeting Date Requested 8-12

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: This IGA is being written by Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

INTERGOVERNMENTAL AGREEMENT
PROVISION OF PSYCHOLOGICAL SERVICES FOR INMATES
IN
APACHE COUNTY DETENTION

This Agreement is entered into on the ____th day of _____, 2013 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County Jail District by and through the Apache County Board of Supervisors (“County”)
2. St. Johns Unified School District #1 (“District”).

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statutes as follows:

<u>AGENCY</u>	<u>STATUTES</u>
County	A.R.S. §15-1470 and A.R.S. § 11-201
District	A.R.S. §15-1470

The purpose of this Agreement is to ensure that inmates are adequately cared for in relation to their mental well-being and to provide psychiatric services to inmates at the Apache County Jail who qualify for special education.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Provision of Psychological Services in Apache County Detention.
- II. The Apache County Jail District is required to provide a psycho-ed evaluation and certain other services to all inmates between the ages of 18 and 21 that have not graduated from high school and whom at any time, were deemed suitable for special education (“Qualifying Inmates”).
- III. The District and the County agree that Jim Staffnik, a certified psychologist employed with District, will provide necessary services to Qualifying Inmates on the following terms and conditions:
 - A. Mr. Staffnik shall provide basic psycho-ed evaluations when requested by County, which shall include testing of intellectual functioning and academic skills, along with a written report. County shall pay District \$425 for such evaluations.
 - B. Mr. Staffnik may also need to provide additional consultations and attend certain meetings. County shall pay District \$75 per hour for such services.

- IV. Any property relating to this Agreement shall remain property of the current owner, and upon termination of this agreement, any funds and property shall remain with the party in possession of same.
- V. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.
- VI. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- VII. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator, however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.
- VIII. The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.
- IX. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

Larry Heap
St. Johns Unified School District
P.O. Box 3030
St. Johns, Arizona 85936

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

St. Johns Unified School District #1

By: _____
Tom White, Chairman
Apache County Board of Supervisors

By: _____
Larry Heap, Superintendent
District



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: July 31, 2013

Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:
The Apache County Sheriff's Office requests authorization to purchase a "Multi-Prisoner Transport Vehicle" with Southwest Border Fund and county procurement policy
2013 Dodge 3500 4x4 (Diesel)

Date & Time Needed: August 5, 2013

Review Routing: / /Legal/ /Finance/ /Purchasing/ /Human Resource/ /Other: _____

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

Reviews completed, item approved for Agenda. Supervisors/Board Clerk's Initials _____

BOARD ACTION TAKEN
//Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____

BRAUN NW inc.

150 North Star Drive / PO Box 1204 / Chehalis, WA 98532 / 360.748.0195 / 800.245.6303 / fax 360.748.0256

PROPOSAL

JULY 30, 2013

**APACHE COUNTY SHERIFF
ATTN: MICHAEL CIRIVELLO
370 S WASHINGTON
P.O. BOX 518
ST. JOHNS, AZ 85936
MCIRIVELLO@CO.APACHE.AZ.US**

RE: 2014 NORTH STAR 143-5 MINI PRISONER TRANSPORT

BRAUN NORTHWEST IS PLEASED TO OFFER THE FOLLOWING PROPOSAL:

ONE (1) 2014 NORTH STAR 143-5 PRISONER TRANSPORT VEHICLE ON A 2013 DODGE 3500 4X4 DIESEL CHASSIS MATCHING MODULE #1585-5 "AS BUILT" SPECIFICATIONS DATED 2-27-2013 AND DRAWINGS DATED 4-8-2013 WITH THE FOLLOWING MODIFICATION:

- **CHASSIS TO BE A 2013 DODGE 3500 4X4 DIESEL.**

TOTAL F.O.B. CHEHALIS, WA \$24,178.00

Sales tax not included

SEE OPTIONS PAGE ATTACHED

F.O.B.: CHEHALIS, WASHINGTON

DELIVERY: APPROXIMATELY TWO HUNDRED TWENTY (220) DAYS

TERMS: NINETY PERCENT (90%) PAYMENT DUE UPON RECEIPT OF VEHICLE. BALANCE DUE IN THIRTY (30) DAYS.

Braun Northwest, Inc. is a Washington dealer (0991-A) with insurance information available upon request.

**Respectfully Submitted by
BRAUN NORTHWEST, INC**


Tami McCallum, Sales Manager

Date: 7/30/13

**We agree to accept the above proposal:
APACHE COUNTY SHERIFF**

Signature Date

Printed Name Title

TM/scl
cc: JM/RG



EMERGENCY VEHICLES

www.braunnw.com

**OPTIONS
FOR
Apache County Sheriff
St Johns, Arizona**

Please indicate if you want the following options by initialing in the space provided and checking the appropriate "yes" or "no" box, then sign where indicated below. After completion, please return this original form to our office along with the original proposal.

Thank you!

- 1. BNW to utilize vehicle for a 90-day, 9,000 miles demonstration period.
FOB to be St. Johns, Arizona

DEDUCT <\$3,000.00>
 Do you want this option? Yes No _____ initials

(NOTE: THIS PRICING DOES NOT INCLUDE SALES TAX)

APPROVED BY: *(Please initial above choice (s) & sign below)*

 (Signature) (Date) (Printed Name) (Title)

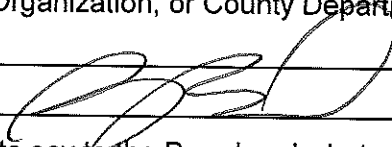
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

COUNTY MANAGER'S OFFICE

Date/Signature: _____



Describe in detail what you want to say to the Board and what action you want the Board to take:

CALL TO THE PUBLIC

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

July 31, 2013
St. Johns, Arizona

Present were: Chairman Tom M. White, Vice Chairman Barry Weller and Supervisor Joe Shirley, Jr. County Manager/Clerk of the Board Delwin Wengert was not available. Participating via the telephone was Attorney Joe Young.

Chairman White called to order the Apache County Board of Supervisors Special meeting a 9:05 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Ferrin Crosby, County Engineer, on behalf of the County Manager, requested approval of resolution declaring a State of Emergency regarding the summer rain accumulation and ensuing mud, and approval of a resolution that directs the administration to work with other state and federal agencies to assist Apache County citizens due to damaged or impassable roads throughout the entire county, and authorizes the Chairman of the Board to issue any proclamations concerning the current emergency as provided in A.R.S. 26-31. Mr. Crosby stated that this Declaration will be in effect for the duration of the monsoon rainstorms and residual mud issues through September 17, 2013. **Mr. Shirley moved approval, seconded by Mr. Weller.** A discussion was held regarding the damage and the possibility of the Governor's to assist with State financial assistance. Vote was unanimous.

**RESOLUTION 2013 -13
DECLARATION OF A STATE OF EMERGENCY**

WHEREAS, it is the desire and duty of the Apache County Board of Supervisors to protect the health, safety and welfare of the citizens of Apache County;

WHEREAS, that due to the current rain accumulations, many citizens of Apache County are stranded in their homes denying them access to food and medical assistance, endangering their lives and wellbeing, threatening to damage their homes and property and endangering their livestock;

WHEREAS, many current roadways in Apache County are impassable due to the mud and water runoff and otherwise damaging the roadways that will strand many citizens of Apache County in their homes denying them access to food and medical assistance, endangering lives and wellbeing;

WHEREAS, the Apache County Board of Supervisors, pursuant to Arizona Revised Statutes Section 26-301 et seq. declares a State of Emergency to exist on private, state, federal and tribal lands;

BE IT FURTHER RESOLVED, that Apache County will provide mutual aid to the affected areas in Apache County pursuant to its ordinances, emergency plans and intergovernmental

agreements which shall include personnel, equipment and other available resources;

BE IT FURTHER RESOLVED, pursuant to Arizona Revised Statutes Section 26-311, the chairman of the Apache County Board of Supervisors is authorized to issue any proclamation necessary and permissible concerning the current rain and mud emergency declared by the resolution;

Approved this 31st day of July, 2013.

ATTEST:

/s/ Tom M. White, Jr.
Chairman of the Board

/s/ Delwin Wengert
Clerk of the Board

Ferrin Crosby, County Engineer, on behalf of the County Manager requested consideration of the three names recommended by the Citizens Panel pursuant to A.R.S. 41-1202, selection of one of the recommended individuals as an appointee to fill the State Senator position recently vacated by the resignation of Senator Jack Jackson Junior. Mr. Crosby stated that the three recommended names to be considered, from which the appointment will be made, are: Carlyle W. Begay, Stephen B. Etsitty, and Albert Hale.

Mr. Shirley stated that he received a call from Mr. Etsitty that he was withdrawing himself from the appointment. Mr. White asked Mr. Begay and Mr. Hale to address the Board and state why they are interested in the appointment. Mr. Begay provided an overview of his background in education and experience an. Mr. Albert Hale also addressed the Board and expressed is interest in the position and provided his background and experience in public service. **Mr. Weller moved to approve the appointment of Mr. Carlyle W. Begay to the vacant senate seat to replace Mr. Jack Jackson, Jr. Mr. White stated that both candidates are well qualified and respect Mr. Hale a great deal but in the past several weeks he received numerous calls and visits from constituents making recommendations and seconded the motion.** Mr. Shirley stated that experience and seniority is very important and he will abstain from voting because he believes Mr. Hale would be the appropriate replacement to go into the vacant senator's position. Motion passed 2-0 with Mr. Shirley abstaining from the vote.

Mr. Shirley moved to adjourn the meeting, seconded by Mr. Weller. Vote was unanimous.

Approved this 12th day of August, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

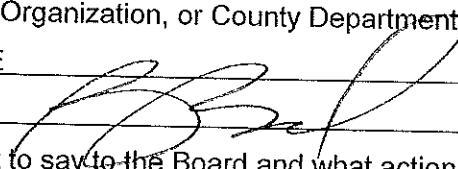
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

COUNTY MANAGER'S OFFICE

Date/Signature:



Describe in detail what you want to say to the Board and what action you want the Board to take:

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other:

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to:

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager



Date/Signature: 8/5/2013

Describe in detail what you want to say to the Board and what action you want the board to Take:

Review and approval of amendment to grant number WFHF 09-006 between Apache County and Arizona State Forestry. The amendment adds \$24,550 to the existing agreement for hazardous fuels treatment to continue on the 26 Bar property in Eagar.

Date & Time Needed: 8/12/2013

=====PRE-AGENDA ITEM REVIEW=====

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials: _____

=====BOARD ACTION TAKEN=====

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



GRANT AMENDMENT

ARIZONA STATE FORESTRY
DIVISION
1110 W. Washington, Ste 100
Phoenix, Arizona 85007
(602) 771-1400

Grant No: WFHF 09-006

Apache County

Amendment No: 1

It is mutually agreed that the referenced grant agreement is amended as follows:

1. Pursuant to Page 2, paragraph 1, "Total compensation under this agreement shall not exceed" \$524,550 "and shall not exceed (90) ninety percent of the total eligible costs of the project"...
2. The attached Project Budget and Budget Narrative shall apply to the additional \$24,550 of funding.

All Other provisions shall remain in their entirety

Grantee hereby acknowledges receipt and acceptance of above amendment. Amendment only becomes effective once signed by both Grantee and Arizona State Forestry Division.

The above referenced Grant Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona

Grantee: **Organization Name**

Grantor: **Arizona State Forestry Division**

Signature / Date

Signature / Date

Authorized Signatory's Name and Title

Scott Hunt, State Forester

Arizona State Forestry – Project Budget Worksheet

Project: WFHF 09-006 Amendment

Total Project Budget (by expense type)				
Budget Detail (Provide additional detail in Block #8)	Grant Share (\$ Amount Requested)	Match (contributor breakdown in block #6)		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$0	\$0	\$900	\$ 900
Project Labor:	\$250	\$0	\$0	\$ 250
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$0	\$0	\$100	\$ 100
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$0	\$0	\$0	\$ 0
Contractual:	\$24,300	\$0	\$2,700	\$27,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$24,550	\$ 0	\$3,700	\$28,250

Budget Narrative

Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

Apache County would like to ammend the WFHF 2009 project to include the following scope of work on the Hopi 26 Bar Ranch:

Hazardous fuels treatment area is inclusive of the acreage West of 26 Bar Ranch in Eaga,r Arizona. This property was treated in 2012 for 10 acres. The site requires slash mitigation as comprehensive treatment. An estimated area of 8-10 acres is projected for slash mitigation. This will include burning of slash on 10 acres of area previously thinned. Cutting and piling will take place on another 8 acres of wooded land to the West. This new treatment is adjacent to State Trust Land to the South and private property to the North and farther West. There is an easment along the irriation channel to the South. This portion extends approximately 100 feet above the Big Ditch (irrigation channel) and wraps the entire spur of the mountain where it eventually joins Arizona State Trust Land. This easment totals 15 acres. This easment will require treatment so as to affect treatment on State Trust Land later in 2013. This will create a seamless treatment area from the Hopi 26-Bar Ranch, through the AZ State Trust Lands parcel, to the newly proposed private property hazardous fuels reduction from the Big Lake Highway to South Fork (WFHF 2013), tying into our current treatments in South Fork proper (WFHF 2009). The Hopi Natural Resources staff agreed to the additional work and to come down for an on-site meeting to address the property above the Big Ditch. The tribal GIS staff will use Tremble equipment to give comprehensive maps of the area in this amendment to satisfy reporting requirements.

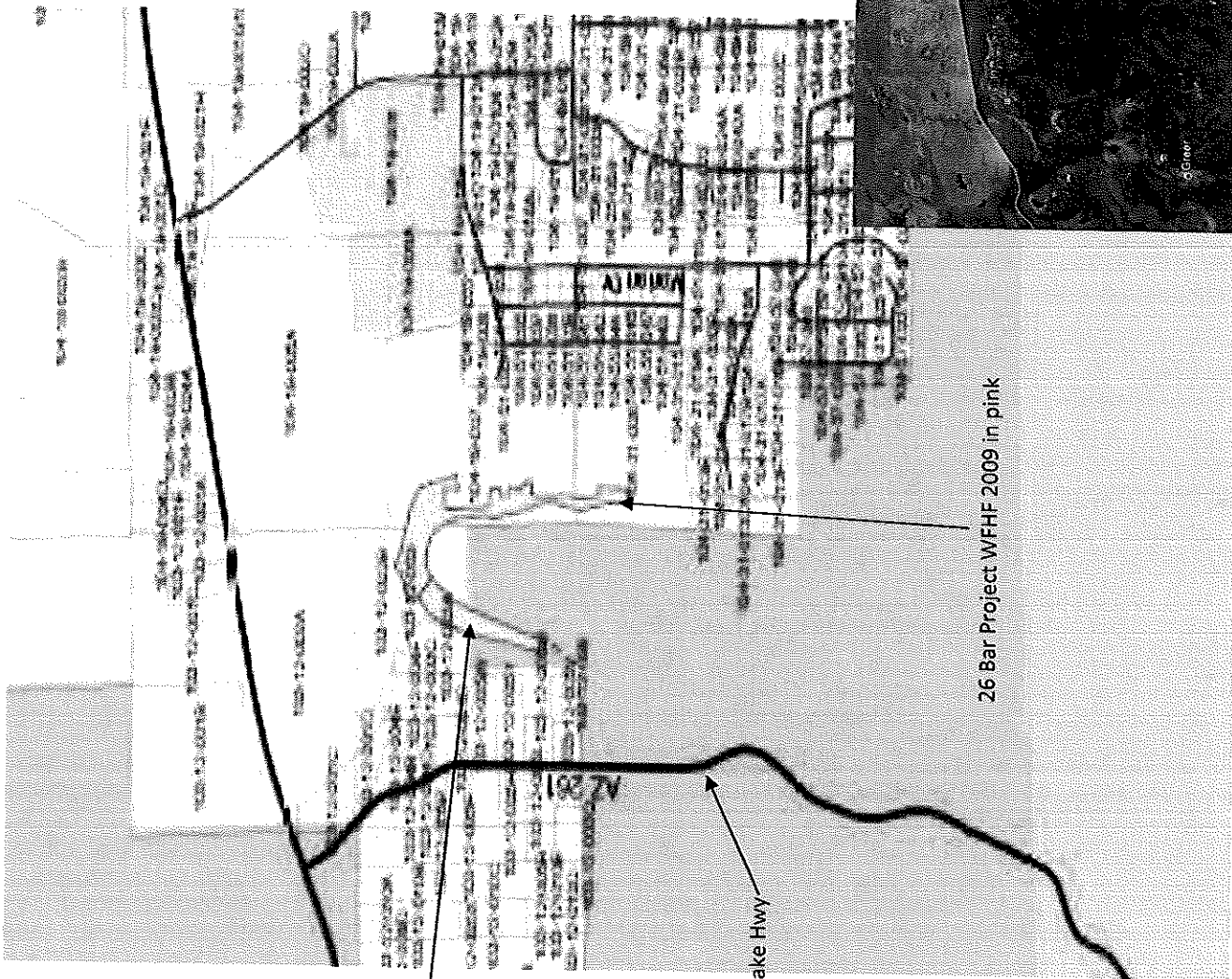
Malena Bazaruto, Apache County Grants Manager, will oversee this amended project. Administration fees will not be part of this project. All travel and administration will be reported as in-kind not to exceed \$1,000.

Budget Narrative - Continued

Use this additional space to provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).

There was confusion in the past as to completeness of treatment. Moving forward, Apache County has determined that complete treatment includes removal of slash in some aspect. The Hopi Tribe has removed slash in the form of piling and burning. Due to this lack of clarification, \$250 per acre will be allocated as project labor to finish piling and burning on the originally cut 10 acres.

The 8 proposed acres ready for treatment will be reimbursed at 90% of \$1,000 per acre. The additional 15 acres South of the Big Ditch will be reimbursed at 90% of \$1,200 per acre. This cost per acre is larger to account for steepness of slope in that area. This cost is also limited to cutting and slash piling. If hauling or chipping is used, those methods will be inclusive of the per acre rate. If burning is the chosen method of slash mitigation, the tribe will submit a Memorandum of Understanding at the time of their reimbursement request. The MOU will state that project is complete pending slash mitigation. There will not be additional funds to support burning of slash.



Blue area WFHF
2009 Amendment
Project

Big Lake Hwy

26 Bar Project WFHF 2009 in pink



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

APACHE COUNTY ATTORNEY'S OFFICE, Allan Perkins

Date/Signature: _____

7-10-13

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Attorney requests approval of Arizona Criminal Justice Commission Victim's Compensation Grant #VC-14-049 in the amount of \$59,366, awarded for FY14.

BOS Meeting Date Requested

8/5/13

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Compensation Program
GRANT AGREEMENT

ACJC Grant Number VC-14-049
Catalog of Federal Domestic Assistance (CFDA) Number 16.576 (VOCA)
Program Includes State Monies

This Grant Agreement is made this 19th day of June, 2013, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

1. This Agreement will commence on July 1, 2013 and terminate on June 30, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that further the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Apache County Attorney's Office
 PO Box 637
 St. Johns, AZ 85936
 Attn: **The Honorable Michael Whitting**

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$3,744
Fringe Benefits (for salaries/overtime)	\$792
Overtime	\$0
Professional & Outside/Consultant & Contractual Services	\$0
Travel In-State	\$1,080
Travel Out-of-State	\$1,080
Compensation Benefits	\$52,166
Operating Expenses:	
Supplies	\$504
Registration/Training	\$0
Other	\$0
Equipment	
Capital	\$0
Noncapital	\$0
TOTAL	\$59,366
Positions Funded:	
N/A	
Equipment Type: N/A	

6. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0 in Federal Funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$59,366 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant.
7. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the

COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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

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

indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

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

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

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

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

19. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
20. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
21. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
22. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
23. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
24. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>
25. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
26. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
27. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

-
28. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
 29. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
 30. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
 31. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 32. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
 33. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
 34. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 35. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's 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 negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is

- applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
36. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
37. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
38. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
39. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
40. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
41. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
42. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
43. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>
44. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

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

"This was supported by Award No. 2011-VC-GX-0028 and 2012-VC-GX-0046 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

50. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."
Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>
51. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations"

(the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

Link: http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm

52. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.
53. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
54. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
Link: <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
55. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.
56. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
57. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the

satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

58. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
59. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

60. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
61. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
62. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
63. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
64. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.
65. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,

loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

66. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

67. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.

68. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.

69. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

70. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

71. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

72. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
Victim Compensation Program
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
2. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
3. The GRANTEE understands that \$7,200 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
4. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
5. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
6. The GRANTEE shall remit all interest earned on Federal VOCA grant funds and all unexpended allocated funds to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. The GRANTEE agrees to expend all encumbered funds within 10 days of expiration of this award.
7. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines (<http://www.ojp.usdoj.gov/ovc/voca/vcguide.htm>).
8. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
9. The GRANTEE agrees to seek and order all available restitution owed to the program.
10. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
11. The GRANTEE agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 42 U.S.C. 10601 et. seq. The GRANTEE agrees that upon receipt for a request for such information pursuant to A.R.S. § 39-121, it shall inform the party seeking the information that the information is immune from legal process pursuant to federal law, specifically 42 U.S.C. 10604d.

Authorized Official Initials: _____

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

FOR GRANTEE:

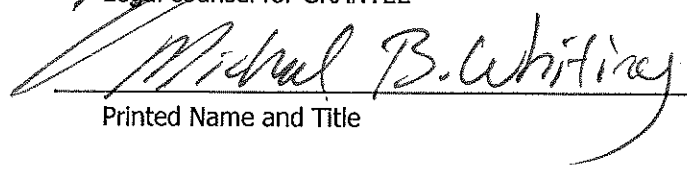
Board of Supervisors Chair Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal Counsel for GRANTEE Date

7-10-13


Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Exhibit "A" Page 2

2. **Business Automobile Liability**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Administrative Funds Guidelines
Exhibit "B"**

The use of administrative monies from the Crime Victim Compensation fund is limited to costs incurred in administering the Crime Victim Compensation Program in each county. Administrative expenses are limited to a set amount approved annually by the Commission. Eligible costs may include:

- Percentage of salary for personnel involved in the administration of the Crime Victim Compensation Program as it correlates to the percentage of time spent in the function of administering Crime Victim Compensation claims and completing Crime Victim Compensation reports.
- Percentage of costs for overhead including office space and utilities that is directly connected to the administration of the Crime Victim Compensation Program.
- The percentage of cost for automated data processing equipment that is directly related to percentage of use the equipment is utilized for the administration of the Crime Victim Compensation Program.
- The percentage of office supplies and postage that are directly associated with the administration of the Crime Victim Compensation Program.
- Travel expenses connected to the Crime Victim Compensation Program limited to:
 - Reimbursement of mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Board members to attend Compensation Board meetings and Crime Victim Compensation Program training. Reimbursement will be in accordance with each county's travel regulations.
 - Reimbursement to staff for mileage, authorized per diem and lodging for in-state travel for Crime Victim Compensation Program training and administration of Crime Victim Compensation claims. Reimbursement will be in accordance with each county's travel regulations.
 - Reimbursement of travel costs, authorized per diem and lodging for out-of-state travel for two people, either staff or a Crime Victim Compensation Board member, to attend the Crime Victim Compensation National or regional training Conference each year. Reimbursement will be in accordance with each county's travel regulations.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

APACHE COUNTY ATTORNEY'S OFFICE, Allan Perkins

Date/Signature: 8/6/13 [Signature]

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Attorney requests approval of Arizona Attorney General Victim's Rights Program Award in the amount of \$28,600, awarded for FY2014.

BOS Meeting Date Requested 8/12/2013

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: _____

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda. Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

/ /Approved / /Disapproved / /Deleted / /Continued to: _____

Signature Clerk of Board _____



TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL

OFFICE OF
VICTIM SERVICES

July 24, 2013

Marcor B. Platt
Chief of Staff
Apache County Attorney's Office
P.O. Box 637
St. Johns, AZ 85936

RECEIVED
JUL 29 2013
Apache County Attorney's Office

Re: FY 2014 Victims' Rights Program Award

Dear Mr. Platt:

I am pleased to inform you that, pursuant to Arizona Revised Statutes § 41-191.06 and § 41-191.08, the Attorney General's Office has made an award of **\$28,600** from the Victims' Rights Fund to the **Apache County Attorney's Office** for the period, July 1, 2013 through June 30, 2014.

As you are aware, the purpose of the Victims' Rights Program (VRP) is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes Title 13, Chapter 40, *Crime Victims' Rights* and A.R.S. Title 8, Chapter 3, Article 7, *Victims' Rights for Juvenile Offenses*. In particular, VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws. I trust that this award to your agency will satisfy this purpose, and that your efforts to include victims as an integral part of the justice process will continue to be both successful and effective. Prior to preparation of the Funding Agreement for your award, a budget-proposal form will be mailed to you for your completion and return.

Thank you for the fine work you do every day on behalf of crime victims. Should you have any questions or wish to discuss the budget for your award, please contact Jacob Schmitt, State Victims' Rights Administrator at (602) 542-8451, or by email at Jacob.Schmitt@azag.gov.

Sincerely,

Tom Horne
Attorney General

Create an event Find events

Email Share Tweet

Questions? Contact the organizer

2013 AACo County Leadership Summit: Connect, Lead, Inspire

Arizona Association of Counties
 Tuesday, August 20, 2013 at 10:00 AM - Thursday, August 22, 2013 at 1:00 PM (PDT)
 Litchfield Park, AZ



Ticket Information

TICKET TYPE	SALES END	PRICE	FEE	QUANTITY
Advance Registration	Aug 20, 2013	\$295.00	\$0.00	0
Spouse Registration	Aug 20, 2013	\$160.00	\$0.00	0



Order Now

Show other payment options

Who's Going

Connect to see which of your Facebook friends are going.

Connect with Facebook

SHARE THIS EVENT Email Share Tweet Like Be the first of your friends to like this.

Event Details

This summer, be part of the state of Arizona's largest gathering of county leaders and county staff at the 2013 AACo County Leadership Summit in Maricopa County.

Opportunities to CONNECT with county federal, state, county and tribal leaders and experts from around Arizona ...

More than a dozen sessions that help you LEAD your office to solutions for the toughest problems you face ...

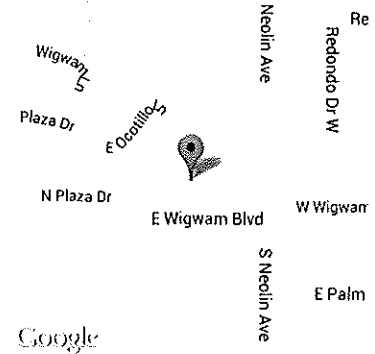
Speakers who INSPIRE with timely messages and fresh perspectives, new ideas and seasoned wisdom.

The Arizona Association of Counties Leadership Summit is a meeting like no other. It is where county leaders and staff come together to share ideas that build strong counties. This year, county leaders will gather in Litchfield Park at the Wigwam Resort.

Conference Program

Save This Event

When & Where



The Wigwam Arizona
 300 Wigwam Blvd
 Litchfield Park, AZ 85340

Tuesday, August 20, 2013 at 10:00 AM - Thursday, August 22, 2013 at 1:00 PM (PDT)

Add to my calendar

Organizer

Arizona Association of Counties

The Arizona Association of Counties (AACo) is the only state organization that represents all of the county officials and the governments they serve in the State of Arizona. Founded in 1968, AACo provides essential services to the state's counties. AACo advances issues with the state and federal government, improves the public understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money.

Contact the Organizer

View organizer profile

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3) consideration and possible approval of an offer of judgment extended to County and other governmental entities as possible settlement before mediation and further litigation in case numbers TX2010-000067/TX2013-000241 relating to prior year tax valuations and between Transwestern Pipeline, LLC and Apache County, Arizona Department of Revenue, and six other counties.