



Joe Shirley, Jr.
Chairman, District I

Alton Joe Shepherd
Supervisor, District II

Doyel Shamley
Vice Chairman, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS AND
THE APACHE COUNTY LIBRARY DISTRICT
December 5, 2017
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 OF THE
APACHE COUNTY LIBRARY DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
December 5, 2017**

1. Discussion and possible approval of an Intellectual License Agreement with the City of Scottsdale, Arizona. The agreement allows two select library employees to participate in training for and use of the proprietary educational program, "Knowing and Growing" and its related materials. Cost is waived for the licenses.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
December 5, 2017**

1. Community Development: Following a public hearing, discussion and possible approval of amendment to the Apache County Zoning Ordinance Article 7, Section 730(A)(1), which would allow manufactured homes more than 15 years old to be permitted through the Conditional Use Permit process. The Planning & Zoning Commission unanimously recommended approval on November 2, 2017.
2. County Manager: 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 or the County Manager objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between November 7, 2017 to November 21, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of the minutes dated November 7, 2017

Personnel Items:

- *C. Recorder's Office: Request approval to change the Voter Outreach Project Coordinator (Range 36) position, to an Election Outreach Coordinator (Range 29) and fill the vacancy. This will result in a savings of eight thousand three hundred sixty-six dollars (\$8,366.00).

Community Development:

- *D. Request approval of a Conditional Use Permit allowing Sean Bowen to place a 1999 manufactured home on his 40-acre parcel. Property is located on 688 Stanford Road, in the Vernon/Concho area. A.P.N 107-49-116. The Planning & Zoning Commission unanimously recommended for approval, November 2, 2017, with no conditions.
- *E. Request approval of a Conditional Use Permit allowing Holly Williams to erect a 60' ham radio tower on her 40-acre parcel located near Concho, Arizona. A.P.N. 212-66-138. The Planning & Zoning Commission unanimously recommended approved on November 2, 2017, with the condition to be approved only for the location specified on the site plan submitted with the application to ensure that any future owners will not erect additional towers on other locations.

3. Community Development: James Puls of the Paradise Park Christian Church Association is requesting a reduction of the building permit fee of \$1,040.63 to construct a 50' x 40' parsonage for clergy members to stay in, as well as a space to hold church services until a church can be constructed. Property is located in Vernon, AZ, A.P.N 107-12-566.
4. Assessor's Office: Discussion and possible approval to create a Systems Administrator (Range 48) to be funded with savings from cancellation of professional services contract. This change will not affect the budget and will not cost the Assessor's budget additional funds.
5. Assessor's Office: Discussion and possible approval to fill the Valuation Coordinator II position (Range 29) to be funded with existing position(s) salary savings from budgeted funds for the remainder of the fiscal year. Filing this position will not affect the budget nor cost the County or Assessor additional funds.
6. Clerk of the Board: Discussion and possible recommendation approval of Liquor License Application #10013024 for Rhonda Tilton, Dollar General #17515, 5 County Road 823 South, Concho, Arizona.
7. Sheriff's Office: Discussion and possible approval to accept the DUI Impaired Driving Enforcement grant (20180AL-002) from the Governor's Office of Highway Safety (GOHS) in the amount of five thousand-two hundred dollars (\$5,200.00). No matching funds are required.
8. Sheriff's Office: Discussion and possible approval to enter into an Intergovernmental Agreement for origin and cause (arson) Fire Investigation Services between the Town of Eagar and Apache County Sheriff's Office.
9. Sheriff's Office: Discussion and possible approval to accept the Selective Traffic Enforcement Related Equipment (STEP) grant #2018-PTS-082 from the Governor's Office of Highway Safety (GOHS) in the amount of twenty-seven thousand dollars (\$27,000). No matching funds are required.
10. Sheriff's Office: Discussion and possible approval to enter into an Intergovernmental Agreement with Navajo County, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville, and the City of Winslow for the implementation, deployment, equipping governance and maintenance of the White Mountain Regional Special Response Team (SRT).
11. Sheriff's Office: Discussion and possible approval to accept the Selective Traffic Enforcement Program (STEP) grant. #2018-PTS-001, from the Governor's Office of Highway Safety (GOHS) in the amount of ten thousand dollars (\$10,000). No matching funds are required.

12. Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

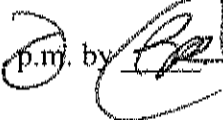
Eastern Arizona Counties meeting on December 13, 2017 at 3:00 p.m. at the County Supervisors Association, 1905 W. Washington Street in Phoenix.

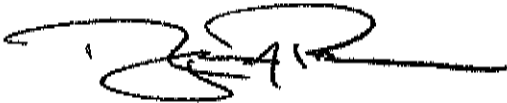
The Small Counties Forum meeting on December 13, 2017 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

The County Supervisors Association meeting on December 14, 2017 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix.

13. 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.

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 11/30/17 at 4:15 a.m./p.m. by 



Ryan Patterson
Interim Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Library District, SueAn Stradling-Collins

Date/Signature: November 13, 2017 SueAn Stradling-Collins

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

Discussion and possible approval of an Intellectual Property License Agreement with the City of Scottsdale, Arizona. The agreement allows two select library employees to participate in training for and use of the proprietary educational program "Knowing and Growing" and its related materials. Cost is waived for the licensee.

BOS Meeting Date Requested November 21, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature [Signature]

Finance Review:

Signature _____

Human Resources Review:

Signature _____

Other Review:

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials AP

SueAn Stradling-Collins

From: Joe Young
Sent: Monday, November 13, 2017 11:08 AM
To: Jaymie Lewis-Smith
Cc: SueAn Stradling-Collins; LeRoy N. Tanner; Dolly Patterson
Subject: RE: Need revised signature pages

I have reviewed the information and have no legal issues with the item.

From: Jaymie Lewis-Smith [<mailto:jlsmith@co.apache.az.us>]
Sent: Wednesday, November 1, 2017 3:10 PM
To: Joe Young <JYoung@apachelaw.net>
Cc: SueAn Stradling-Collins <scollins@co.apache.az.us>; LeRoy N. Tanner <ltanner@co.apache.az.us>; Dolly Patterson <dpatterson@co.apache.az.us>
Subject: FW: Need revised signature pages

Joe:

Here is the updated information for the IP agreements. I'm glad they agreed to a single document. Let me know if you need anything else.

From: Whelan, Mariko [<mailto:MWhelan@Scottsdaleaz.gov>]
Sent: Wednesday, November 01, 2017 1:27 PM
To: Jaymie Lewis-Smith
Cc: SueAn Stradling-Collins; LeRoy N. Tanner; Dolly Patterson
Subject: RE: Need revised signature pages

Hi Jaymie,

Our lawyer said we could do a single agreement instead of two separate agreements so attached is the new IP Agreement for Apache County Library District and covering both Round Valley and St. Johns with a single signature page.

Does this work for your library system and make things a bit easier? If not we can go back to two separate agreements.

Thanks,
Mari

Mariko Whelan

Early Learning Coordinator
Scottsdale Public Library
(480) 312-7164

From: Jaymie Lewis-Smith [<mailto:jlsmith@co.apache.az.us>]
Sent: Wednesday, November 01, 2017 11:53 AM
To: Whelan, Mariko
Cc: SueAn Stradling-Collins; LeRoy N. Tanner; Dolly Patterson
Subject: Need revised signature pages

Dear Mariko:

In order for the agreements to be ready for review by our board of supervisors, the signature pages need to be revised to the following:

Licensee's Contract Administrator

Name: SueAn Stradling-Collins
Title: Library Director, Apache County Library District
Address: Apache County Library District
30 South Second West
P.O. Box 2760
St. Johns, AZ 85936

I am unable to convert PDF files on our system. Otherwise, I would have made the revisions.

I've already sent the agreements to our attorney, and will forward the update information once I receive it from you. Thanks.

Pros and cons for approving intellectual property license agreement with the City of Scottsdale.

Agenda item as written:

Discussion and possible approval of an Intellectual Property License Agreement with the City of Scottsdale, Arizona. The agreement allows two select library employees to participate in training for and use of the proprietary education program "Knowing and Growing" and its related materials. Cost is waived for the licensee.

Pros

- Access for our largest libraries to reliable free training and materials that demonstrate how to integrate more math and science into reading for children
- District participants will be able to attend free training and support sponsored by the State Library
- Attendees will be able to train additional library staff at the two locations in the use of the program and materials
- No time required by library staff to search for effective, reliable, and user friendly training materials
- Reduced travel costs for library staff to attend training since Round Valley Library will host at least one training session

Cons

- Agreement limits use to two of the seven District libraries
- If not approved, we will miss out on an opportunity for quality programming

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (the "Agreement"), effective as of _____, 2017 (the "Effective Date"), is entered into by and between the City of Scottsdale, an Arizona municipal corporation (the "City"), and the Apache County Library District (the "Licensee"). From time to time, the City and Licensee will together be referred to herein as "Parties," and individually, each as a "Party."

RECITALS

WHEREAS, the City maintains and provides access to its proprietary Knowing and Growing education programs and curriculums as set forth on Exhibit A, attached and incorporated herein by reference (the "Materials"); and

WHEREAS, one or more employees of Licensee has completed the required full-day "train-the-trainer" training program ("Training") hosted by the City for each of the Knowing and Growing education programs set forth in Exhibit A; and

WHEREAS, the City desires to license the Materials to Licensee and Licensee desires to use the Materials on the terms and conditions described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations set forth in this Agreement, the Parties hereby agree as follows:

1. **LICENSE TO MATERIALS.** Subject to the terms and conditions of this Agreement and subject to successful completion of the Training for each program included in the Materials, the City hereby grants to Licensee a non-exclusive, revocable, non-transferable, limited license (without the right to grant sublicenses) to use the Materials for the purpose of performing education and education-related activities in the Territory for the Term (defined below) (the "License"). The Materials shall include all updates made by the City to the Materials, including without limitation, new versions of the Materials, but shall not include any derivative programs or curriculums created by the City. Such derivative programs and/or curriculums may be licensed separately to Licensee for a separate fee. The License is a limited license to use the Materials as set forth in this Section 1, and Licensee shall not create any derivative works from the licensed Materials. Notwithstanding the foregoing, Licensee agrees and acknowledges that any derivative works created by Licensee and derived from the licensed Materials shall be the sole property of the City and all ownership shall be vested in the City. Licensee's use of the Materials is limited to solely the use as described and authorized herein and Licensee shall have no right to use the Materials outside the limited scope of this Agreement.

For purposes of this Agreement, "Territory" shall be defined as the Round Valley Public Library and the St. Johns Public Library.

2. **FEES AND PAYMENTS.** Licensee was selected by the Arizona State Library, Archives and Public Records ("LAPR") to participate in the Training, and in consideration of and pursuant to the conditions of the Library Services and Technology Act grant awarded to the City by LAPR, the City has agreed to waive the standard fee the City would charge this Licensee for the entire term of this Agreement (see Section 4 below).

3. **OWNERSHIP OF MATERIALS.** Subject to the rights and licenses granted in this Agreement, the City owns and will solely and exclusively own all right, title, and interest in and to the Materials, and all Intellectual Property Rights therein and thereto.

4. **TERM AND TERMINATION; EFFECT OF TERMINATION.**

a. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for a period of one (1) year (the "Initial Term"), unless otherwise terminated as set forth below. Following the Initial Term, this Agreement will automatically renew for up to two (2) successive one (1) year periods (each a "Renewal Term") unless either Party provides written notice of its intent not to renew at least thirty (30) days' prior to the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

b. **Termination.**

i. The City may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to Licensee.

ii. In the event the other Party materially breaches any provision of this Agreement, and this breach is not cured within thirty (30) days of receiving written notice of such breach, the non-breaching Party may terminate this Agreement immediately upon providing written notice.

iii. This Agreement may be terminated upon mutual written consent of the Parties.

iv. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of either Party is, at any time while this Agreement is in effect, an employee of the other party in any capacity, or a consultant to the other party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received by Licensee, unless the notice specifies a later time.

v. This Section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to Licensee. The City agrees to use its best efforts to give notice of such termination to Licensee at least fourteen (14) days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by the City. No Person will be entitled to any compensation, damages or other remedy from the City if this Agreement is terminated pursuant to the terms of this Section.

c. Effect of Termination.

i. Licenses Terminate. Upon termination of this Agreement and except as otherwise provided in this Agreement, all rights and licenses granted under this Agreement will immediately terminate. Licensee will immediately cease all use of the Materials, and promptly deliver to the City all Materials and all Confidential Information of the City in Licensee's possession or under its control.

ii. Survival. Section 3 (Ownership), Section 4 (Effect of Termination), Section 6 (Non-Interference), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9 (Dispute Resolution), Section 10 (Confidentiality), and Section 11 (General Provisions) will survive termination of this Agreement, regardless of the reason for the termination, and will continue in full force and effect until such applicable time as provided in this Agreement or by applicable law.

5. **RESERVATION OF RIGHTS.** The Parties agree and acknowledge that, except as otherwise provided in this Agreement, this Agreement does not grant any rights in the other Party's intellectual property, trademarks, copyrights, or any other interest in the other's website or products, and each Party agrees not to take any action that would impair the value of, goodwill associated with, or interfere with the other's rights in such Party's intellectual property.

6. **NON-INTERFERENCE.** During the term of this Agreement, and for one (1) year following the expiration or termination of this Agreement, a Party will not, either directly or indirectly, through that Party's own efforts or through the efforts of another Person:

a. Interfere with the City's development, marketing, and/or licensing of the Materials, including without limitation interference by making, publishing, or communicating to any Person or in any public forum or social media any defamatory or disparaging comments, or statements concerning the City or any of its employees or officers; or

b. Interfere with the City's relationship with any Person, including any Person who at any time during the term of this Agreement was an employee, contractor, supplier, or customer of the City.

For purposes of this Agreement, "Person" shall mean any individual, corporation, limited liability company, trust, joint venture, association, partnership, governmental authority, or other entity.

7. **INDEMNIFICATION.** Licensee (the "Indemnifying Party") agrees to indemnify, hold harmless, and defend the City and its officers, directors, employees, agents, and representatives (collectively, the "Indemnified Party") for, from, and against any claim, demand, cause of action, loss, expense, or liability, including reasonable attorneys' fees (collectively, "Damages") arising out of or related to (a) any material breach by the Indemnifying Party of its covenants, representations, or warranties hereunder, (b) any claim that the services or products provided by the Indemnifying Party pursuant to this Agreement infringes a valid United States copyright, trademark, or other proprietary right of a third party, and (c) the negligence or willful misconduct of the Indemnifying Party. The Indemnifying Party will not settle any such claim in a manner that adversely affects the Indemnified Party's rights without the Indemnified Party's prior written consent, which will not be unreasonably delayed or refused. The Indemnified Party may join in defense with counsel of its own choice at its own expense.

8. **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR A PARTY'S FRAUD, WILLFUL ACTS, OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE (THE "EXCEPTIONS"), NEITHER PARTY WILL BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH

THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, USE, INCOME, OR GOODWILL. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND THE OTHER EXCEPTIONS STATED ABOVE, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF GROSS REVENUE RECEIVED FROM THE PURCHASE OF ACCESS TO THE CONTENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO LIABILITY.

9. **DISPUTE RESOLUTION.** If any controversy or claim arises relating to this Agreement, the Parties will first attempt in good faith to negotiate a solution to their differences. If negotiation does not result in a resolution within thirty (30) days of when one Party first notifies the other of the controversy or claim, then prior to initiating any legal proceeding, the Parties agree, understand, and acknowledge that (a) the Parties must first participate in mediation with an experienced third-party mediator mutually agreeable to the Parties; (b) the Party desiring to initiate such action or proceeding must put the other Party on written notice of the dispute and the nature of such dispute; and (c) the Parties agree to share equally in the costs of the mediation. If mediation does not result in a resolution of the dispute, either Party may elect to pursue other legal proceedings and the City may terminate this Agreement.

10. **CONFIDENTIALITY.** Each Party acknowledges that it will have access to certain confidential information of the other Party, including the terms and conditions of this Agreement. "Confidential Information" includes all information identified by a Party as confidential, including but not limited to, a Party's information regarding its business, employees, financial condition, products, services, operation, or other financial and business matters. Each Party's Confidential Information shall (i) remain the sole property of that Party and (ii) be used by the other Party only as described herein and may not be disclosed, provided or otherwise made available to any other third party except that such Confidential Information may be disclosed (a) to the other Party's employees or agents who have a need to know in the scope of their work during the time they are performing services under this Agreement and are under the other Party's security and control and/or have executed a confidentiality agreement with terms materially similar to the terms hereof or (b) to the extent required by the Arizona public records law. Confidential Information does not include (i) information that the recipient can establish was already known to the recipient at the time it was disclosed in connection with this Agreement, (ii) information that is developed independently by the recipient or received from another third party lawfully in possession of the information and having no duty to keep the information confidential, (iii) information that becomes publicly known other than by a breach of this Agreement, or (iv) information disclosed in accordance with a valid court order or other valid legal process. Each Party agrees to hold the Confidential Information of the other Party in strictest confidence and not to copy, reproduce, distribute, publish, or disclose such Confidential Information to any Person except as expressly permitted by this Agreement.

11. **GENERAL.**

a. Entire Agreement; Amendment and Waiver. All Exhibits attached to this Agreement are hereby incorporated by reference into, and made a part of, this Agreement. This Agreement, together with all Exhibits and the Recitals, constitutes the entire agreement between the Parties and supersedes all prior understandings and agreements, whether written or oral, that may relate to the subject matter of this Agreement. Any term of this Agreement may be amended, modified, or waived only with the written consent of the Parties or their respective permitted successors and assigns.

b. Severability. If any provision of this Agreement is deemed unlawful or otherwise unenforceable by any tribunal of competent jurisdiction, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Every provision or restriction set forth in this Agreement is independent and severable from the others, and no provision or restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other provision or restriction may be unenforceable in whole or in part. In accordance with the provisions of A.R.S. § 41-194.01, should the Attorney General give notice to the City that any provisions of this Agreement violates state law or the Arizona Constitution, or that it may violate a state statute or the Arizona Constitution, and the Attorney General submits the offending provision to the Arizona Supreme Court, the offending provision(s) shall be immediately severed and struck from the Agreement, and the City and Licensee shall, within ten (10) calendar days after such notice, negotiate in good faith to resolve any issues related to the severed provision(s). If the Parties are unable to negotiate a resolution to any issues related to the severed provision(s), the City may terminate this Agreement immediately.

c. Governing Law; Venue. This Agreement and all disputes arising under or related to it will be governed by the laws of the state of Arizona, without regard to choice of law principles that would allow the application of another state. Suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

d. Successor and Assigns; Notices. Neither Party will assign any of its rights, obligations or privileges (by operation of law or otherwise) hereunder without the prior written consent, which will not be unreasonably withheld, of the other Party. All notices required or permitted to be given by this Agreement will be made in writing and will be deemed given

Intellectual Property License Agreement

(a) when delivered personally at the address on the signature page or to such other address as may be designated in writing from time to time; (b) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) via email using the email address on the signature page or to such other email address as may be designated in writing from time to time. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

e. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Any xerographic, PDF, or similar electronic copy of this Agreement, with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were an executed counterpart of this Agreement. Signatures may be given by facsimile or other electronic transmission, and such signatures will be fully binding on the Party sending the same.

f. Section Headings. The titles of sections and subsections contained in this Agreement are for convenience only. They form no part of this Agreement and they are not to be used in the construction or interpretation of this Agreement.

g. Construction and Interpretation. To the extent any terms and conditions of the main body of this Agreement conflict with the terms and conditions of any Exhibit, the terms and conditions of this Agreement will control, except where the Parties expressly agree to override a provision of this Agreement. Any and all uses of the word "including" in this Agreement mean "including, without limitation."

h. Boycott of Israel. Licensee certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.

i. Arizona Legal Workers Act. Under the provisions of A.R.S. § 41-4401, Licensee warrants to the City that Licensee and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that Licensee and all its subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

i. A breach of this warranty by Licensee or any of its subcontractors will be considered a material breach of this Agreement and may subject Licensee or subcontractor to penalties up to and including termination of this Agreement or any subcontract. Licensee will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. Licensee's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

ii. The City retains the legal right to inspect the papers of any employee of Licensee or any subcontractor who works on this Agreement to ensure that Licensee or any subcontractor is complying with the warranty given above.

iii. The City may conduct random verification of the employment records of Licensee and any of its subcontractors to ensure compliance with this warranty. Licensee agrees to indemnify, defend and hold the City harmless for, from, and against all losses and liabilities arising from any and all violations of these statutes.

j. Contract Administrators. Licensee shall designate a contract administrator ("Licensee's Contract Administrator") on the signature page of this Agreement, who will be responsible for administering this Agreement for Licensee and be the contact between Licensee and the City. If there are any changes to this information, Licensee shall furnish to the City Contract Administrator the contact information, including phone numbers, email addresses and emergency contact information, for Licensee's Contract Administrator. The Community Services Director, who at the time of execution of this Agreement is William Murphy (or if designated by the Community Services Director, the Scottsdale Public Library Director), shall be the City contract administrator ("City Contract Administrator"), who will be responsible for administering the terms of this Agreement for the City, and will be the contact between the City and Licensee.

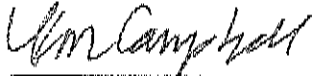
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“City”

CITY OF SCOTTSDALE, an Arizona
municipal corporation

William B. Murphy, Acting Library Director
Community Services Director

APPROVED AS TO FORM:



Bruce Washburn, City Attorney

By: Kimberly Campbell, Assistant City Attorney

REVIEWED BY:

Katherine Callaway
Risk Management Director

Notice Address

Scottsdale Public Library
3839 N. Drinkwater Blvd.
Scottsdale, AZ 85251

Attn: Library Director

Email: earlylearningspl@scottsdaleaz.gov

Copy to:

City of Scottsdale
City Attorney's Office
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

"Licensee"

APACHE COUNTY LIBRARY DISTRICT

By: _____

Print Name: _____

Title: _____

Notice Address

Apache County Library District
30 South Second West
P.O. Box 2760
St. Johns, AZ 85936
Attn: Library Director

Email: _____

Licensee's Contract Administrator

Name: SueAn Stradling-Collins
Title: Library Director, Apache County Library District
Address: Apache County Library District
30 South Second West
P.O. Box 2760
St. Johns, AZ 85936

Email: _____

Telephone: _____

Exhibit A
To
Intellectual Property License Agreement

Fun with Math & Science Curriculum: ©2014 City of Scottsdale

Fun with Math & Science is a parent/child program that explores math and science concepts in an interactive, playful way. The program is aligned with the Arizona Early Learning standards for math and science, as well as Arizona's School Readiness Framework. This 6-week course explores concepts and introduces strategies to parents that they can use with their child to help build and strengthen their mathematical and scientific thinking skills. The curriculum consists of six, forty-five minute sessions:

- Session 1: Exploration and Our 5 Senses
- Session 2: Counting and Comparing
- Session 3: Geometry and Identifying Attributes
- Session 4: Sorting and Classifying through Investigation
- Session 5: Patterning, Sequencing and Making Observations
- Session 6: Measurement, Hypothesizing and Experimenting

Each program utilizes books, songs, parent tips and an opportunity for parents to interact with their child in fun and playful ways in order to discover and practice the science and math concepts being introduced that week.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 11/20/17 

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

PUBLIC HEARING, consideration and possible approval of an amendment to the Apache County Zoning Ordinance Article 7, Section 730(A)(1), which would allow manufactured homes more than 15 years old to be permitted through the Conditional Use Permit process. The Planning & Zoning Commission unanimously recommended approval on November 2, 2017.

BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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



MEMORANDUM

TO: BOARD OF SUPERVISORS

FROM: DEVIN BROWN

SUBJECT: EXPLANATION FOR PROPOSED AMENDMENT TO THE ZONING RULE ALLOWING ONLY MANUFACTURED HOMES NEWER THE 15 YEARS OLD

DATE: 11/27/17

In Apache County, abandoned and dilapidated trailers are a common sight, and the majority of complaints that come into the P&Z Department are about these junky properties. So in the 2004 Comprehensive Plan, one of the goals was to improve the appearance of the county by adopting an ordinance that limited manufactured homes in some way. The ordinance that was eventually passed in 2009 was Section 730 of the Zoning Ordinance which says, "All newly installed manufactured homes shall be 15 years old or newer."

Since that time, if someone wanted to install a trailer older than 15 years, they would ask for a variance through the Board of Adjustment and Appeals (BOAA). That variance process worked fine to ensure an older trailer was in keeping with the intent of the 15-year limitation, but it was the wrong process to use. Variances through the BOAA can only be granted if the applicant's hardship relates directly to the land. But the question of whether to allow an older trailer deals with the trailer itself or the applicant, and not the underlying land. So instead we need to be using the Conditional Use Permit process that goes through the P&Z Commission and the Board of Supervisors. This proposed amendment adds the language needed to process these applications through the Conditional Use Permit process. This is a procedural change, not a substantive change.

In practice, things will continue working as they have for years, we'll just be using a different process to make it happen. The proposed amendment would keep the flexibility of allowing applicants to install older manufactured homes after a public process, but would also continue to ensure that those homes will be in keeping with the intent of the 15-year rule of preserving the character of the community and protecting property values.

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
DISTRICT II
P.O. Box 994, Ganado, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



DELVIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

ORDINANCE NO.

**AN ORDINANCE OF APACHE COUNTY BOARD OF SUPERVISORS
AMENDING ARTICLE 7, SECTION 730 OF THE ZONING ORDINANCE TO
ALLOW MANUFACTURED HOMES OLDER THAN 15 YEARS TO BE
INSTALLED AFTER APPROVAL THROUGH THE CONDITIONAL USE
PERMIT PROCESS**

WHEREAS, A.R.S. §11-811 and §11-813 allows for adoption or amendment of a zoning ordinance; and

WHEREAS, the Planning and Zoning Commission has recommended that Zoning Ordinance Article 7, Section 730 Manufactured Homes be amended to provide more flexibility in housing options for the citizens while still preserving the character of the community; and

WHEREAS, following a properly noticed public hearing held this date, the Apache County Board of Supervisors finds that the recommended amendment to the Zoning Ordinance is appropriate and should be approved,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF
APACHE COUNTY, ARIZONA AS FOLLOWS:**

Section 730. Manufactured homes

- A. As of June 01, 2009 all newly installed manufactured homes in Apache County shall meet the following minimum requirements:
1. All newly installed manufactured homes shall be 15 years old or newer, and mobile homes shall be prohibited in all zones.
 - i. Exception – A manufactured home more than 15 years old may be permitted through a Conditional Use Permit process in the zones that allow manufactured homes.

...

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona this _____ day of December, 2017.

By _____
Chairman, Apache County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Deputy County Attorney

Affidavit of Publication

State of Arizona)

) ss.

County of Apache)

**WHITE MOUNTAIN INDEPENDENT
928-537-5721 PHONE 928-537-1780 FAX
P.O. BOX 1570, SHOW LOW, AZ 85902
367 N. MAIN ST. SUITE 2, EAGAR, AZ 85925**

The Apache County Zoning Ordinance prohibits manufactured homes more than 15 years old to be placed in the county. This rule is to protect property values and preserve the character of the community.

On Tuesday, December 5, 2017, the Apache County Board of Supervisors will discuss and possibly approve changing this rule to allow manufactured homes over 15 years old to be permitted through the Conditional Use Permit process. The Conditional Use Permit process gives neighbors and members of the public a chance to voice their opinion about specific uses of property that are not currently allowed under the zoning rules. Below is the current rule with the proposed changes underlined.

Section 730. Manufactured homes
A. As of June 01, 2009, all newly installed manufactured homes in Apache County shall meet the following minimum requirements:

1. All newly installed manufactured homes shall be 15 years old or newer, and mobile homes shall be prohibited in all zones.

1. EXCEPTION -- A MANUFACTURED HOME MORE THAN 15 YEARS OLD MAY BE PERMITTED THROUGH A CONDITIONAL USE PERMIT PROCESS IN THE ZONES THAT ALLOW MANUFACTURED HOMES.

The Board of Supervisors will hold a public hearing to discuss and possibly approve this proposed change on Tuesday, December 5, 2017 at 9:30 a.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona.

Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning 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 may be arranged. One or more members of the Commission may participate telephonically or through video communication.

These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@co.apache.az.us.

If you plan to attend the public meeting, please call (928) 337-7503 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent, November 17, 2017
WMI 0882, F. 1x, 11/17/17e

I, Dina Correia being first duly sworn, depose and say: I am the agent of the White Mountain Publishing LLC, publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s)

November 17, 2017

White Mountain Independent

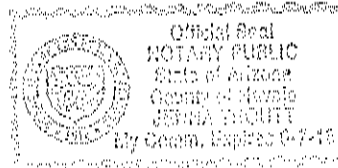
Dina Correia

Sworn to me this

20th day of November A.D.

Jennelent

Notary Public



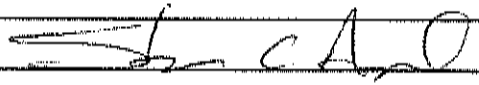
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature:



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

Request approval of demands as distributed to the Apache County Board of Supervisors between November 7, 2017 to November 21, 2017. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested Dec 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

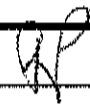
Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060061	11/21/2017	Accounts Payable	24 HOUR GAS-N-GO	20.88
Open	NBAZ - Warrant Clearing Account	Check	1060062	11/21/2017	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1060063	11/21/2017	Accounts Payable	ALSCO INC	324.96
Open	NBAZ - Warrant Clearing Account	Check	1060064	11/21/2017	Accounts Payable	AMAZON COM INC	75.97
Open	NBAZ - Warrant Clearing Account	Check	1060065	11/21/2017	Accounts Payable	AMERICAN NATIONAL RED CROSS	81.00
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Open	NBAZ - Warrant Clearing Account	Check	1060071	11/21/2017	Accounts Payable	AVAYA COMMUNICATIONS	1,603.62
Open	NBAZ - Warrant Clearing Account	Check	1060072	11/21/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	291.03
Open	NBAZ - Warrant Clearing Account	Check	1060073	11/21/2017	Accounts Payable	AZ DEPT OF CORRECTIONS	135.00
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Open	NBAZ - Warrant Clearing Account	Check	1060075	11/21/2017	Accounts Payable	AZ SUPREME COURT	30.00
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Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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Open	NBAZ - Warrant Clearing Account	Check	1060175	11/21/2017	Accounts Payable	ROHRER MANUFACTURING INC	59.15
Open	NBAZ - Warrant Clearing Account	Check	1060176	11/21/2017	Accounts Payable	ROMERO, ANGELA C	10.00
Open	NBAZ - Warrant Clearing Account	Check	1060177	11/21/2017	Accounts Payable	RUSH TRUCK CENTER	493.03
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Open	NBAZ - Warrant Clearing Account	Check	1060181	11/21/2017	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	869.59
Open	NBAZ - Warrant Clearing Account	Check	1060182	11/21/2017	Accounts Payable	SHAMLEY, JOHN DOYEL	108.22
Open	NBAZ - Warrant Clearing Account	Check	1060183	11/21/2017	Accounts Payable	SHAMLEY, JOHN DOYEL	100.72
Open	NBAZ - Warrant Clearing Account	Check	1060184	11/21/2017	Accounts Payable	SHAMROCK FOODS COMPANY	231.93
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Open	NBAZ - Warrant Clearing Account	Check	1060191	11/21/2017	Accounts Payable	ST JOHNS UNITED DRUG	9.00
Open	NBAZ - Warrant Clearing Account	Check	1060192	11/21/2017	Accounts Payable	THE LIBRARY STORE INC	126.00
Open	NBAZ - Warrant Clearing Account	Check	1060193	11/21/2017	Accounts Payable	THE POUR STATION	67.50
Open	NBAZ - Warrant Clearing Account	Check	1060194	11/21/2017	Accounts Payable	THOMSON REUTERS WEST	4,402.94
Open	NBAZ - Warrant Clearing Account	Check	1060195	11/21/2017	Accounts Payable	TJP COMMUNICATIONS	225.00
Open	NBAZ - Warrant Clearing Account	Check	1060196	11/21/2017	Accounts Payable	TOWN OF SPRINGERVILLE	72.27
Open	NBAZ - Warrant Clearing Account	Check	1060197	11/21/2017	Accounts Payable	TSO, KENDRA A	69.70
Open	NBAZ - Warrant Clearing Account	Check	1060198	11/21/2017	Accounts Payable	UNIFIRST CORPORATION	360.25
Open	NBAZ - Warrant Clearing Account	Check	1060199	11/21/2017	Accounts Payable	UNITED PARCEL SERVICE	544.00
Open	NBAZ - Warrant Clearing Account	Check	1060200	11/21/2017	Accounts Payable	VALLEY AUTO PARTS	3,313.42
Open	NBAZ - Warrant Clearing Account	Check	1060201	11/21/2017	Accounts Payable	VERIZON WIRELESS	810.56

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1060202	11/21/2017	Accounts Payable	WESTERN DRUG COMPANY	30.00
Open	NBAZ - Warrant Clearing Account	Check	1060203	11/21/2017	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	231.87
Open	NBAZ - Warrant Clearing Account	Check	1060204	11/21/2017	Accounts Payable	WILKINS, TAMMI JO	842.00
Open	NBAZ - Warrant Clearing Account	Check	1060205	11/21/2017	Accounts Payable	WILLIAMS, ROBERT BARRY	500.41
Open	NBAZ - Warrant Clearing Account	Check	1060206	11/21/2017	Accounts Payable	WILLIAMS PLUMBING AND GALLUP PUMPING SERVICE	235.00
Open	NBAZ - Warrant Clearing Account	Check	1060207	11/21/2017	Accounts Payable	WRIGHT EXPRESS FSC	240.98
Open	NBAZ - Warrant Clearing Account	Check	1060208	11/21/2017	Accounts Payable	XEROX CORP	36.04
Open	NBAZ - Warrant Clearing Account	Check	1060209	11/21/2017	Accounts Payable	ZHELEV, IVAN D	10.00
Open	NBAZ - Warrant Clearing Account	Check	1060210	11/22/2017	Accounts Payable	TALASEK, ROBERT	519.38

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

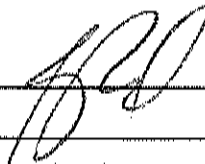
date/time stamp

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

County Manager _____

Date/Signature: _____

11/27/17



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

Request approval of the minutes dated November 7, 2017

BOS Meeting Date Requested Dec 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

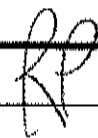
Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials



OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

November 7, 2017
St. Johns, Arizona

Present were: Chairman Joe Shirley, Jr, and Vice Chairman Doyel Shamley. Supervisor Alton Joe Shepherd was in route to the meeting. Also present was Interim County Manager/Clerk of the Board Ryan Patterson and Chief Deputy Attorney Joe Young. County Attorney Michael Whiting participated via the telephone.

Chairman Shirley called to order the Board of Supervisors meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ben Dugdale led the Pledge of Allegiance.

Brannan Eagar gave the invocation.

Chairman Shirley called for the Health District items.

Chris Sexton, Health Director, requested renewal of the contract with Jourdan Brown, RN to provide clinical services as a subcontractor. This has been budgeted in FY 2017/2018 budget. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Mr. Shamley moved to adjourn the Public Health Services District meeting, seconded by Mr. Shirley. Motion passed.

Chairman Shirley called for the Library District item.

Leroy Tanner, on behalf of the Library requested approval to close District libraries on Friday, November 24, 2017 and Saturday November 25, 2017 due to low demand for library services on this holiday weekend. **Mr. Shamley moved approval, second by Mr. Shirley.** Motion passed. .

Mr. Shamley moved to adjourn the Library District meeting, seconded by Mr. Shirley. Motion passed.

Chairman Shirley called for the regular agenda items.

Mr. Patterson presented the Consent Agenda Items A-D. **Mr. Shamley moved approval Seconded by Mr. Shirley.** A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 17, 2017 to November 7, 2017.

Payee	Amount
AMERICAN FAMILY LIFE ASSURANCE	1,019.06
APACHE COUNTY HSA	3,596.67
APACHE COUNTY MEDICAL	162,824.30
APACHE COUNTY TAX WITHHOLDING	155,872.71
ASRS LEGACY EORP	1,089.96
AZ STATE RETIREMENT SYSTEM	101,980.74
COLONIAL LIFE AND ACCIDENT INS	1,230.54
CORRECTIONS OFFICER RET PLAN	7,426.99
CORRECTIONS OFFICER RETIREMENT PLAN 520	5,698.23

EORP LEGACY 1,288.26 NATIONWIDE 19,005.00 NATIONWIDE RETIREMENT SOL
EODCRS 1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY
SHERIFF RET 44,109.23 SECURITY BENEFIT GROUP 1,580.00 SUPPORT PAYMENT
CLEARINGHOUSE 1,962.25 4IMPRINT 1,979.02 ALLEGRA 2,248.72 AMAZON CAPITAL
SERVICES INC (IT DEPT) 1,076.48 AMAZON COM INC 1,215.99 ARCHER
MANUFACTURING 2,280.00 ARIZONA STATE FORESTRY DIVISION 13,825.72 AZ
COUNTIES WORKERS COMPENSATION PLAN 60,648.33 BENDER, JUDITH A
8,350.00 BRADCO 5,452.50 CDW GOVERNMENT LLC 11,109.93 DATABANK IMX LLC
10,251.84 DELL COMPUTER CORPORATION 1,433.58 DIAMOND DRUGS INC 3,566.93
DOUBLE RADIUS 1,461.78 ELECTRONIC CENTER INC 2,172.00 EMERY K LA BARGE
ATTORNEY AT LAW 1,017.50 EMPIRE MACHINERY 3,782.24 FOUR CORNERS
WELDING & GAS SUPPLY 5,308.57 FRONTIER 1,298.21 GROWMAIL 1,038.92
HATCH CONSTRUCTION 2,288.04 HIGH COUNTRY SIGNS LLC 1,036.25
HILLYARD/FLAGSTAFF 2,358.46 HUGHES SUPPLY INC (LAKESIDE) 2,821.00 INTAB
INC 1,099.79 INTERIOR COMPLEMENTS 1,130.53 KATHLEEN M MCGUIRE PSY D LLC
2,137.50 LESLIE, LATISHA D 1,860.00 MCCOOK BOILER AND PUMP COMPANY
6,294.00 NAVAJO TRIBAL UTILITY AUTHORITY 13,739.49 NAVAJO TRIBAL UTILITY
AUTHORITY 1,085.55 NAVOPACHE ELECTRIC COOPERATIVE 12,152.64 PACIFIC
PONDEROSA CO INC 12,685.47 PTS OF AMERICA LLC 4,935.00 QUILL CORP
5,745.28 REIDHEAD SAND AND ROCK 1,296.12 SECURUS TECHNOLOGIES INC
2,033.85 SHELL OIL 1,454.47 STRADLING, CHERYL 1,080.86 THE UNIVERSITY OF
ARIZONA 6,250.00 TIMBER MESA FIRE AND MEDICAL DISTRICT 1,351.87
TJP COMMUNICATIONS 2,505.25 UNITED RENTALS 2,468.73 VALLEY AUTO PARTS
3,903.90 VERIZON WIRELESS 2,223.03 WHITE MOUNTAIN REGIONAL MEDICAL
CENTER 1,506.54 WOODLAND BUILDING CENTER 1,646.42 AZ DEPT OF REVENUE
2,599.53 BLUE HILLS ENVIRONMENTAL 30,257.76 ADHS AZ HEALTH CARE COST
22,400.00 AMAZON COM INC 2,584.12 AMIGO CHEVROLET 6,649.59 AZ STATE
RETIREMENT SYSTEM 2,435.00 AZ SUPREME COURT 2,590.00 BAUMAN HOME AND
AUTO INC 1,445.74 BRADCO 29,203.11 CATERPILLAR FINANCIAL SERVICES
CORPORATION 25,393.01 CELLULAR ONE NE AZ 1,468.22 CHEVRON USA INC
1,722.71 CMI INC 17,146.25 EMPIRE MACHINERY 17,487.56 FILEONQ INC 3,920.60
FRONTIER 4,522.93 GALL'S INC 2,454.75 GMCO CORPORATION 7,467.32 GOLIGHTLY
TIRE 1,362.73 HOME DEPOT 2,643.00 INGRAM LIBRARY SERVICES 2,898.33
MAJESTIC MUSIC LLC 1,304.20 MOUNTAIN COMFORT HEATING AND COOLING
7,279.46 NAVOPACHE ELECTRIC COOPERATIVE 3,804.55 OKANOGAN TRAIL
CONSTRUCTION 43,268.00 PERFECT PRINTZ LLC 1,370.22 QUILL CORP
5,392.16 RUSH TRUCK CENTER 6,173.16 SOUTHWEST ROCK PRODUCTS LLC
14,431.87 SW ECOLOGY LLC 5,160.31 SWEETLANDS COMPLETE AUTO 1,666.72
TRUCK WORKS HOLDINGS LLC 14,512.89 US IMAGING INC 1,277.55
CROWNE PLAZA SAN MARCOS RESORT 1,028.46 AMERICAN FAMILY LIFE
ASSURANCE 1,000.94 APACHE COUNTY HSA 3,282.09 APACHE COUNTY MEDICAL
161,339.30 APACHE COUNTY TAX WITHHOLDING 145,974.80 ASRS LEGACY EORP
1,089.96 AZ STATE RETIREMENT SYSTEM 101,283.91 COLONIAL LIFE AND
ACCIDENT INS 1,230.54 CORRECTIONS OFFICER RET PLAN 7,354.94
CORRECTIONS OFFICER RETIREMENT PLAN 520 5,224.00 EORP LEGACY
1,288.26 NATIONWIDE 1,105.00 NATIONWIDE RETIREMENT SOL EODCRS

1,030.62 PUBLIC SAFETY PERSONNEL 401 7,699.10 PUBLIC SAFETY SHERIFF RET
40,587.69 SECURITY BENEFIT GROUP 1,580.00 SUPPORT PAYMENT
CLEARINGHOUSE 1,879.57 AAA ARIZONA INC 1,584.00 AGUERO, ROBIN R
1,215.80 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,212.41 APACHE COUNTY
FAIR 15,000.00 AZ DEPT OF ECONOMIC SECURITY 9,900.00 AZLGEBT 4,000.00
BILLS DISCOUNT AUTO PARTS (NAPA) 1,008.44 BOB BARKER COMPANY INC
2,261.03 BRADCO 2,875.02 CHANGEPOINT INTEGRATED HEALTH 1,100.00
CHRISTENSEN, BRENT L 1,492.50 CREATIVE MULTIMEDIA INC (CMI) 17,146.25
DIAZ, CECILIA 1,043.70 EW PARKER ENTERPRISES 74,000.00 GMCO CORPORATION
11,200.98 JCG TECHNOLOGIES INC 3,072.54 ORACLE ENGINEERING GROUP INC
4,830.00 PFIZER INC 3,314.76 PIMENTEL CONTRACT CLEANING 2,912.00
PRO PETROLEUM 17,027.33 PUBLIC AGENCY TRAINING COUNCIL INC 1,140.00
QUILL CORP 2,547.14 RB LASTING IMPRESSION 1,220.15 RDO EQUIPMENT CO
1,066.10 REDW LLC 1,147.50 ROBERTS TIRE SALES INC 2,486.30 SANOFI PASTEUR
INC 2,113.63 SECURUS TECHNOLOGIES INC 2,606.89 SEQIRUS USA INC
4,159.06 TJP COMMUNICATIONS 3,814.16 TRAK ENGINEERING INC 1,313.79
TRINITY SERVICES GROUP INC 15,648.05 VALLEY AUTO PARTS 2,474.06
VERIZON WIRELESS 6,778.03 X DIAMOND RANCH 4,975.00 GOVCONNECTION INC
1,008.48 APACHE COUNTY TAX WITHHOLDING 5,729.57 Demands are payments
made, or to be made, by the County. Specific details of the demands may be requested through
the County public record request process. B. Request approval of minutes dated October 3,
2017, October 10, 2017 and October 17, 2017. Treasurer's Office: C. Request approval of a
"Certificate of Removal" and Abatement of Taxes" pursuant to ARS 42-18351 (1). Total taxes to
be abated: three hundred-eleven dollars and 76 cents (\$311.76); total interest to be abated eighty-
eight dollars and 07 cents (\$88.07); total fees to be abated: zero, for a total of three hundred
ninety-nine dollars and 83 cents (\$399.83). The list of parcels to be abated is available on the
county website or in the County Managers Office. Community Development: D. Request
approval of a Conditional Use Permit allowing Verizon Wireless to place a 125' rusticated
monopole wireless communications tower within a 30' x 30' compound on a 120-acre parcel
near highway 180/191. Property is located on private land south of Springerville, Arizona on
Picnic Creek Road, parcel 104-26-003C. The Planning and Zoning Commission unanimously
approved the Conditional Use Permit on October 5, 2017. Motion passed.

Michael Latham, Presiding Superior Court Judge and on behalf of Doyel Shamley, District III
Supervisor, requested approval for the purchase of property located at 351 N. Butler Street,
Eagar, Arizona, parcel 104-11-026A in the amount of seventy-three thousand dollars
(\$73,000). The property is the future site of the proposed Legacy Teen Center in Round
Valley. Judge Latham stated this property is close to the Round Valley High School, so it will be
within walking distance and is hoping to continue to build these types center through
out Apache County. **Mr. Shamley moved approval, seconded by Mr. Shirley.** Motion passed.

Supervisor Shepherd arrived at the meeting.

Barry Williams, Apache County Schools Business Consortium: Discussion and possible
approval to enter into a three-year agreement for professional services with Infinity
Communications and Consulting and the agreement is for Category One E-rate consulting

services and all costs are paid by the Apache County Schools Business Consortium. **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Malena Bazarro, Economic Development, District III, provided an update and power point presentation on Community Development Block Grant projects and Hazardous Fuels Reduction projects in Apache County. No action as needed or taken.

Ferrin Crosby, County Engineer, requested approval to purchase parcel 104-26-002E located south of the Round Valley Road Yard. The property will be used to store road material, probation equipment and firewood. This property will replace the current state land lease. Purchase price is eighty-one thousand, five hundred ten dollars. (\$81,510.00). **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of the Affidavit of Non-Collusion and Navajo Nation Debarment & Suspension form for the Apache County IGA with Navajo Nation Division of Transportation regarding the N-203 & Kin Dah Lichi'i Olta' School road project, a partnership between the Navajo Division of Transportation (NDOT) and Apache County District II for school bus route improvement (the IGA was approved by the Board of Supervisors on October 10, 2017). **Mr. Shamley moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval of a proposed reorganization of District III and Engineering Department as follows: Eliminate the District III Road Manager position (range 62) and replace with a Field Operations Manager (range 50); Engineering Department will eliminate the County Surveyor position (range 68) and create a Senior Project Engineer (range 62). There will be no salary increases and will result in a net savings of twenty-four thousand three hundred ninety-seven dollars (\$24,397). **Mr. Shepherd moved approval, seconded by Mr. Shamley.** Vote was unanimous.

Doyel Shamley, District III Supervisor introduced representatives from Concord Blue Energy. Scott Knoll and Tim Miller provided an update regarding woody-biomass facility and construction in Apache County. No action was needed or taken.

Mr. Patterson provided notification of meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

The Arizona Counties Association (AACo) Annual Conference November 14-17, 2017 at the Crowne Plaza Resort, 1 North San Marcos Place, Chandler, Arizona.

Eastern Arizona Counties meeting on November 15, 2017 at 3:00 p.m. at the County Supervisors Association, 1905 W. Washington Street in Phoenix.

The Small Counties Forum meeting on November 15, 2017 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

The County Supervisors Association meeting on November 16, 2017 at 10:00 a.m. at the

County Supervisors Association building, 1905 W. Washington Street in Phoenix.

No action was needed or taken.

There was no one wanting to address the Board during call to the public.

Mr. Shepherd moved to adjourn to the work session, seconded by Mr. Shamley. Vote was unanimous.

A work session was held on the following issues: 2017 Salary Study, personnel and policy issues, lobbyist services, county manager duties and recruitment process, sponsorship of County legislative bills, Emergency Management services, Apache County goals and strategic planning, update on Veteran Affairs, update on firewood cutting and splitting equipment, and Apache County economic development. The work session was held immediately following the Board meeting in the County Manager's Conference Room, 2nd Floor, 75 W. Cleveland Street, in St. Johns, Arizona. No action was taken.

Mr. Shepherd moved to adjourn, seconded by Mr. Shamley. Vote was unanimous.

Approved this 5th day of December 2017.

Joe Shirley, Jr.
Chairman of the Board

Ryan Patterson
Interim Clerk of the Board

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

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

Apache County Recorder's Office

Date/Signature: 11/22/2017 

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

I would like to change the "Voter outreach project coordinator - 36" position to an "Election outreach coordinator - 29". This will offer a savings of ~~between \$500 to \$~~ 8,366, depending on the candidate, to the Recorder's Office.

BOS Meeting Date Requested 12/5/2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature 

Other Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature:

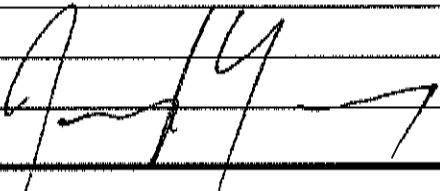
Describe in detail what you want to say to the Board and what action you want the Board to take:

CONSENT AGENDA: Consideration and possible approval of a Conditional Use Permit allowing Sean Bowen to place a 1999 manufactured home on his 40-acre parcel. Property is located on 688 Stanford Road, in the Vernon/Concho area. A.P.N 107-49-116. The Planning & Zoning unanimously recommended for approval November 2, 2017, with no conditions.

BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
CUP to place a 1999 manufactured home
2017-23

APPLICANT/PROPERTY OWNER
Sean Bowen

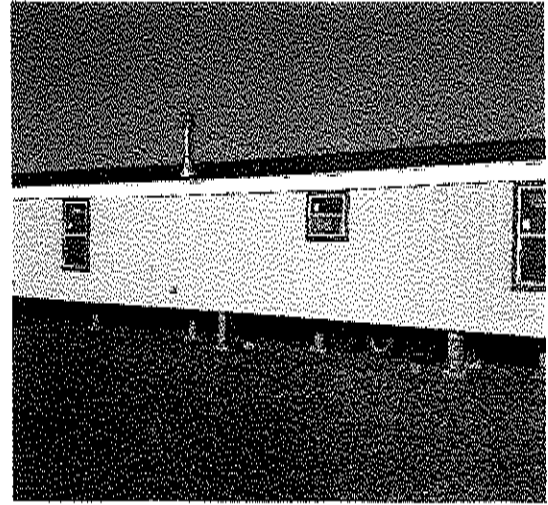
PUBLIC HEARING DATE
December 5, 2017

PROPERTY ADDRESS/LOCATION
688 Stanford Dr., Concho, AZ

BRIEF SUMMARY OF REQUEST

Applicant is wanting to place a 1999 manufactured home on his 40-acre parcel for his mother-in-law to live in. In 2011, a CUP was approved to allow 4 dwellings on this 40-acre parcel. Currently there is only one dwelling, so this manufactured home would be the second dwelling. The property is *not* in a subdivision.

The manufactured home looks decent because it was recently remodeled by a dealer in Show Low and is still sitting on the dealer's lot. Applicant is the first owner since the remodeling.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	House, accessory building	40 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN	PROPERTY INFORMATION
The Comprehensive Plan contains a goal of improving the appearance of the county. Part of that goal was to create an ordinance to prohibit RV's and manufactured homes in certain areas. The ordinance eventually adopted was the 15-year rule.	In the near future, Mr. Bowen plans to section off 10 acres around the manufactured home to give to his mother-in-law, who will be living in the home.
COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE	
Manufactured homes older than 15 years are not allowed under the Zoning Ordinance unless approved through a Conditional Use Permit. In granting a Conditional Use Permit, the Commission and BOS must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.	

Recommendation - Approve

The P&Z Commission unanimously recommended approval of this CUP because the exterior of the manufactured home complies with the purpose of the 15-year limitation, which is to ensure the manufactured home does not negatively affect surrounding property owners.



APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337 7633

CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name SEAN BOWEN
Mailing Address HC 30 Box 1 G, CANCHO AZ 85924
Contact Person SEAN BOWEN
Phone 918 612 8373 Fax
Email TWOSOR123@

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
Proof of Ownership.
Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
Seventeen copies of all plans and drawings.
Map to property.
A non-refundable filing fee.
All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 10749116
Township T11N Range 24E Section 5
Subdivision TAMARON
Unit # 11 Lot #
Address/Location 688 STANFORD DR., CANCHO AZ, 85924
Existing Zoning Agricultural
Existing Land Use Residential
Lot Size 40, 88

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant [Signature] Date

Signature of Property Owner (if not the applicant) Date

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

We have an older Remodeled manufactured home we want to add to our property for Mother in law.

Temporary Use: Yes No [X]

OFFICE USE ONLY
Received By SPARCE Date 5/31/17
Receipt # 154506 Fee 300.00
Permit # 2017-28
Related Cases
Appeal Filed By Date
Receipt # Fee

COMMISSION ACTION
Approved with Conditions (see attachments) Denied
Resolution # Date
Chairman [Signature] Date
BOARD ACTION
Approved with Conditions (see attachments) Denied
Ordinance # Date
Supervisor Date
April 19, 2016

STAFF REPORT CONTACT INFORMATION

Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER

CUP to place a 1999 manufactured home
2017-23

APPLICANT/PROPERTY OWNER

Sean Bowen

PUBLIC HEARING DATE

November 2, 2017

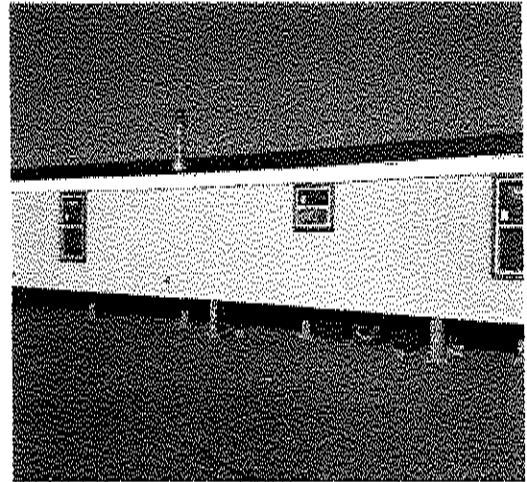
PROPERTY ADDRESS/LOCATION

688 Stanford Dr., Concho, AZ

BRIEF SUMMARY OF REQUEST

Applicant is wanting to place a 1999 manufactured home on his 40 acre parcel for his mother-in-law to live in. In 2011, a CUP was approved to allow 4 dwellings on this 40 acre parcel. Currently there is only one dwelling, so this manufactured home would be the second dwelling. The property is *not* in a subdivision.

The manufactured home looks decent because it was recently remodeled by a dealer in Show Low and is still sitting on the dealer's lot. Applicant is the first owner since the remodeling.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	House, accessory building	40 Acres

STAFF RECOMMENDATION

APPROVE

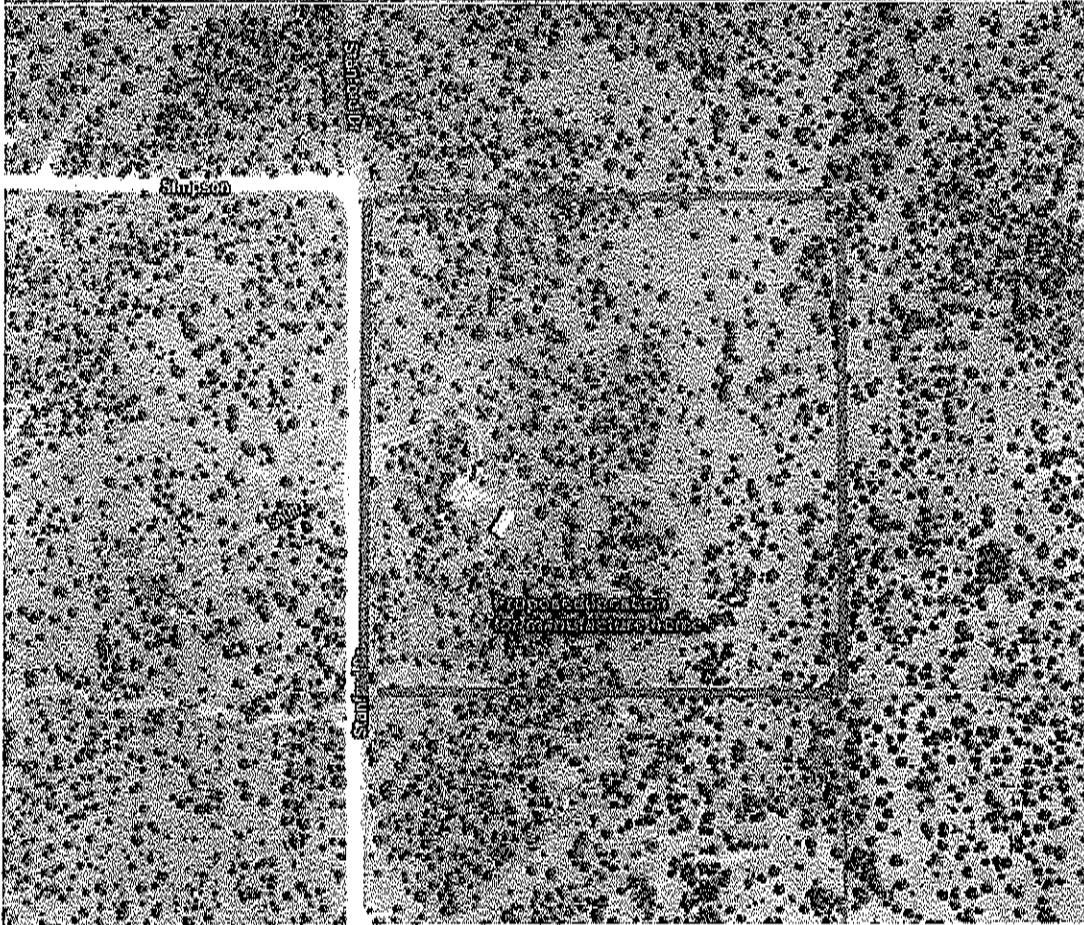
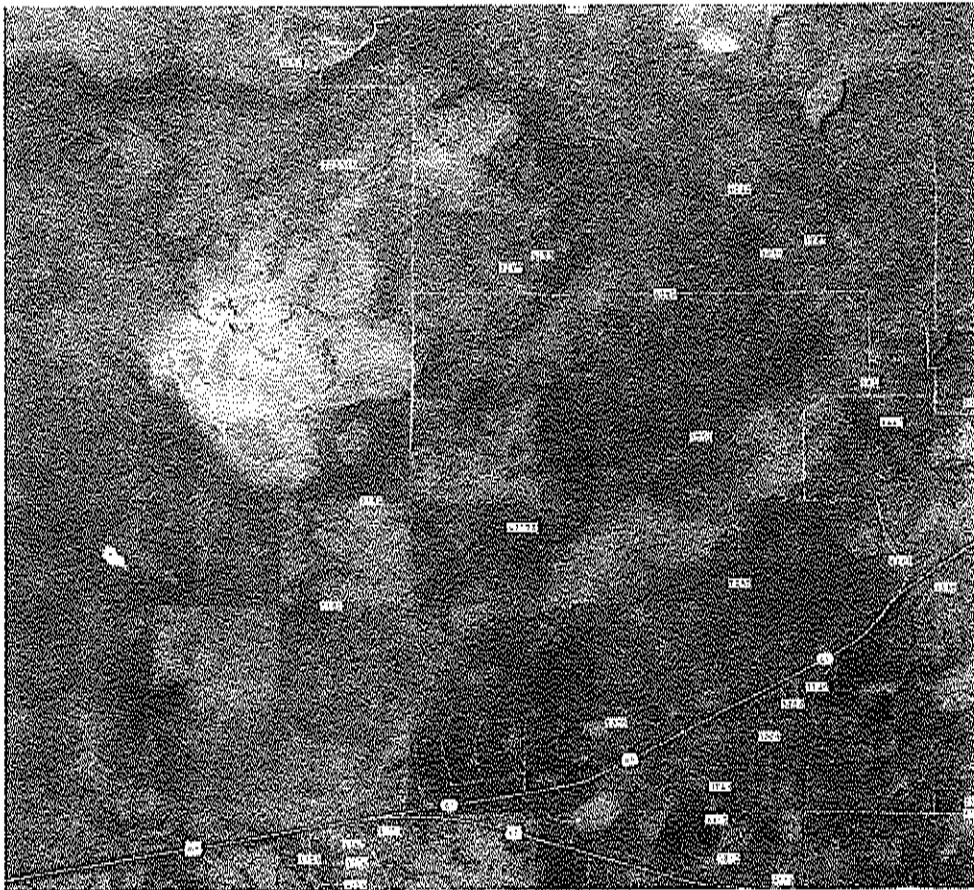
APPROVE WITH CONDITIONS

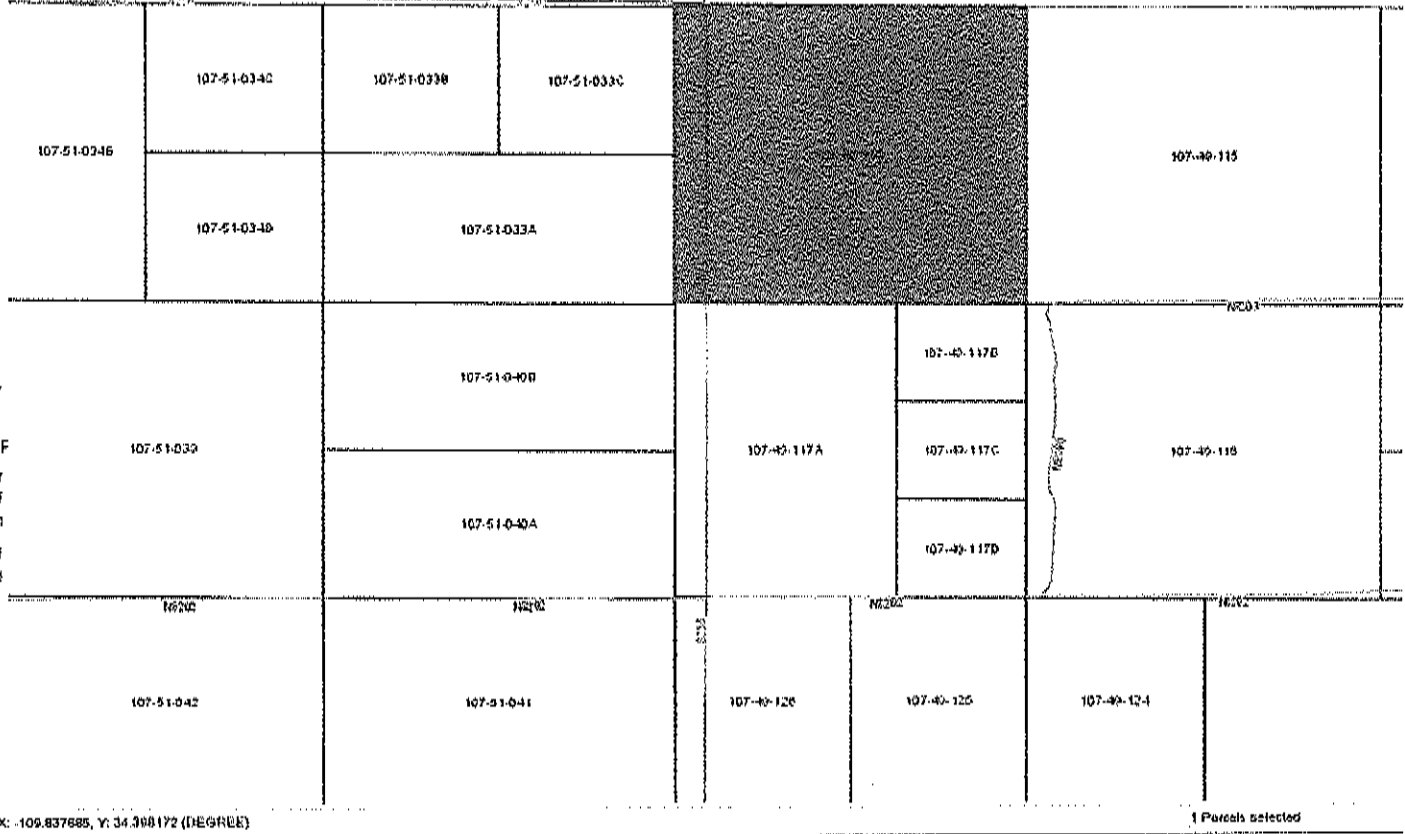
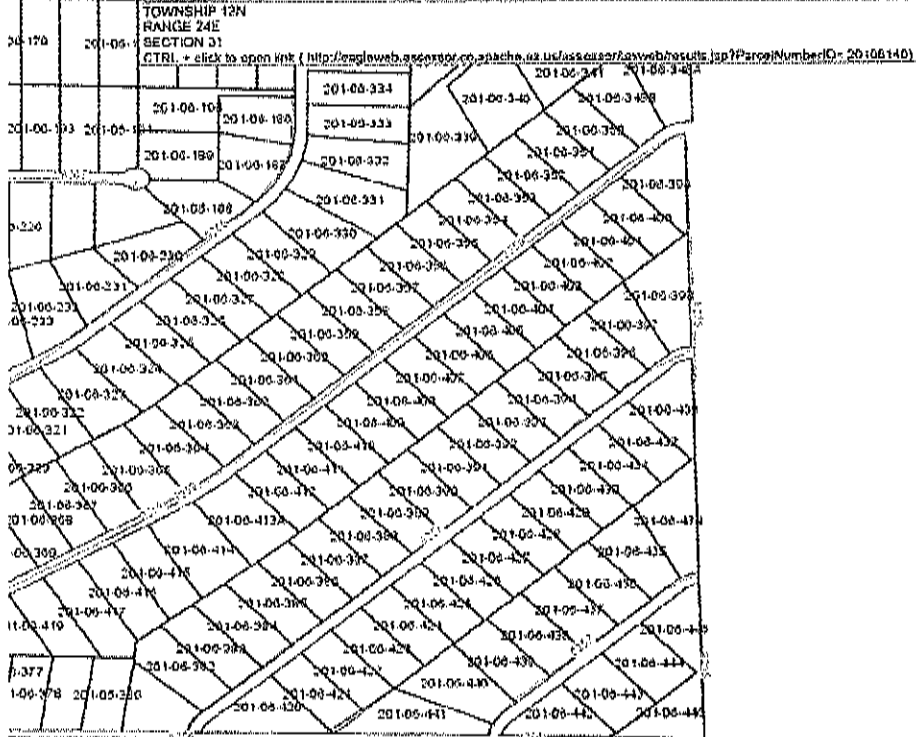
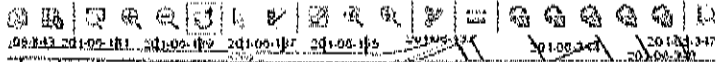
DENY

COMPATIBILITY with the COMPREHENSIVE PLAN	PROPERTY INFORMATION
The Comprehensive Plan contains a goal of improving the appearance of the county. Part of that goal was to create an ordinance to prohibit RV's and manufactured homes in certain areas. The ordinance eventually adopted was the 15 year rule.	In the near future, Mr. Bowen plans to section off 10 acres around the manufactured home to give to his mother-in-law, who will be living in the home.
COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE	
Manufactured homes older than 15 years are not allowed under the Zoning Ordinance unless approved through a CUP (if the amended ordinance is approved). In granting a CUP, the Commission and BOS must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.	

Recommendation - Approve

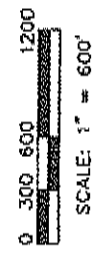
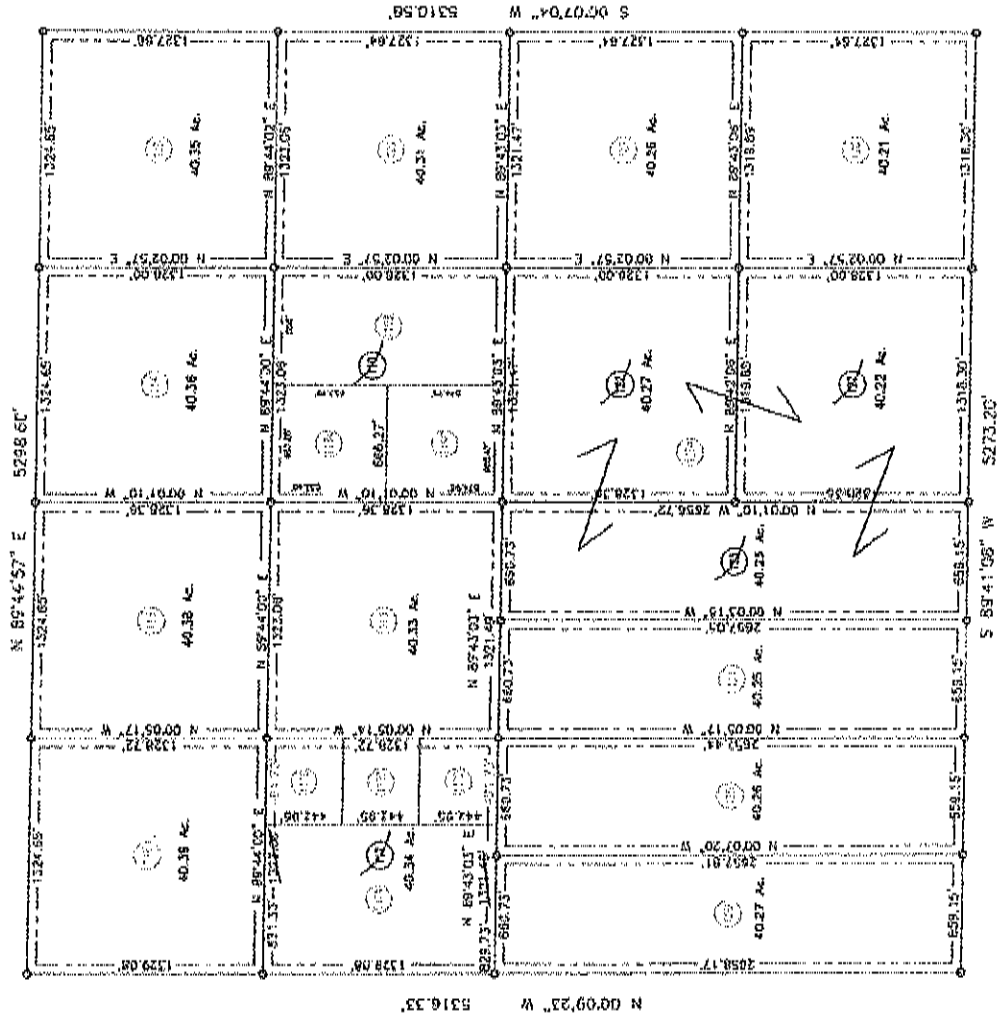
Approve because the manufactured home looks good enough to comply with the purpose of the 15 year limitation, which is to ensure the manufactured home does not negatively affect surrounding property owners.



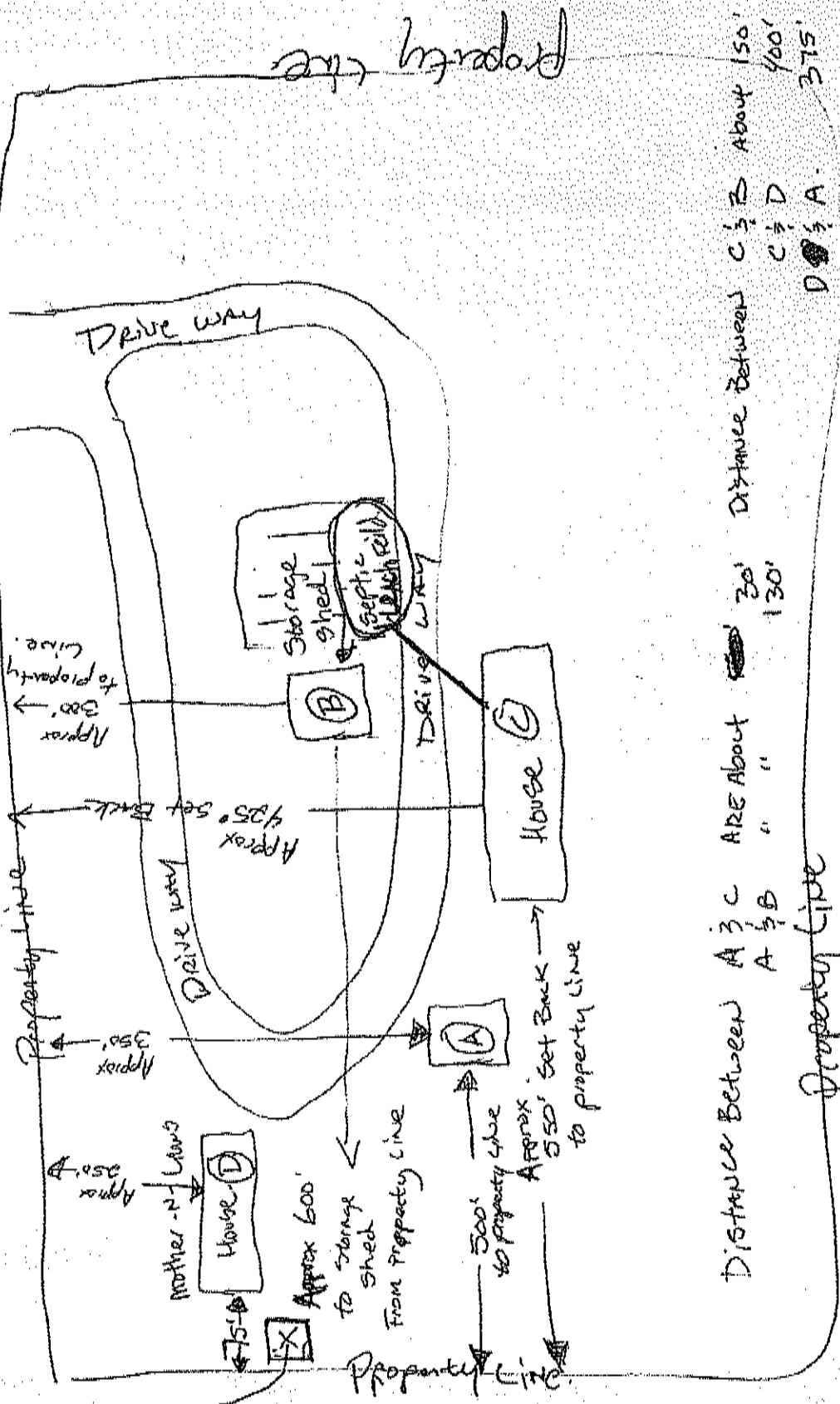


TOWNSHIP 011N RANGE 024E
 SECTION 5
 TAMARRON RANCH
 UNIT XI

107-49



2013 Rodger Dahozy
 Apache County Assessor



Property Line

Drive Way

Approx 300' to property line.

Approx 425' Set Back

Property Line

Approx 350'

Mother-in-Law's
House D

New septic AREA.

Approx 600' to storage shed from property line

500' to property line

Approx 550' Set Back to property line

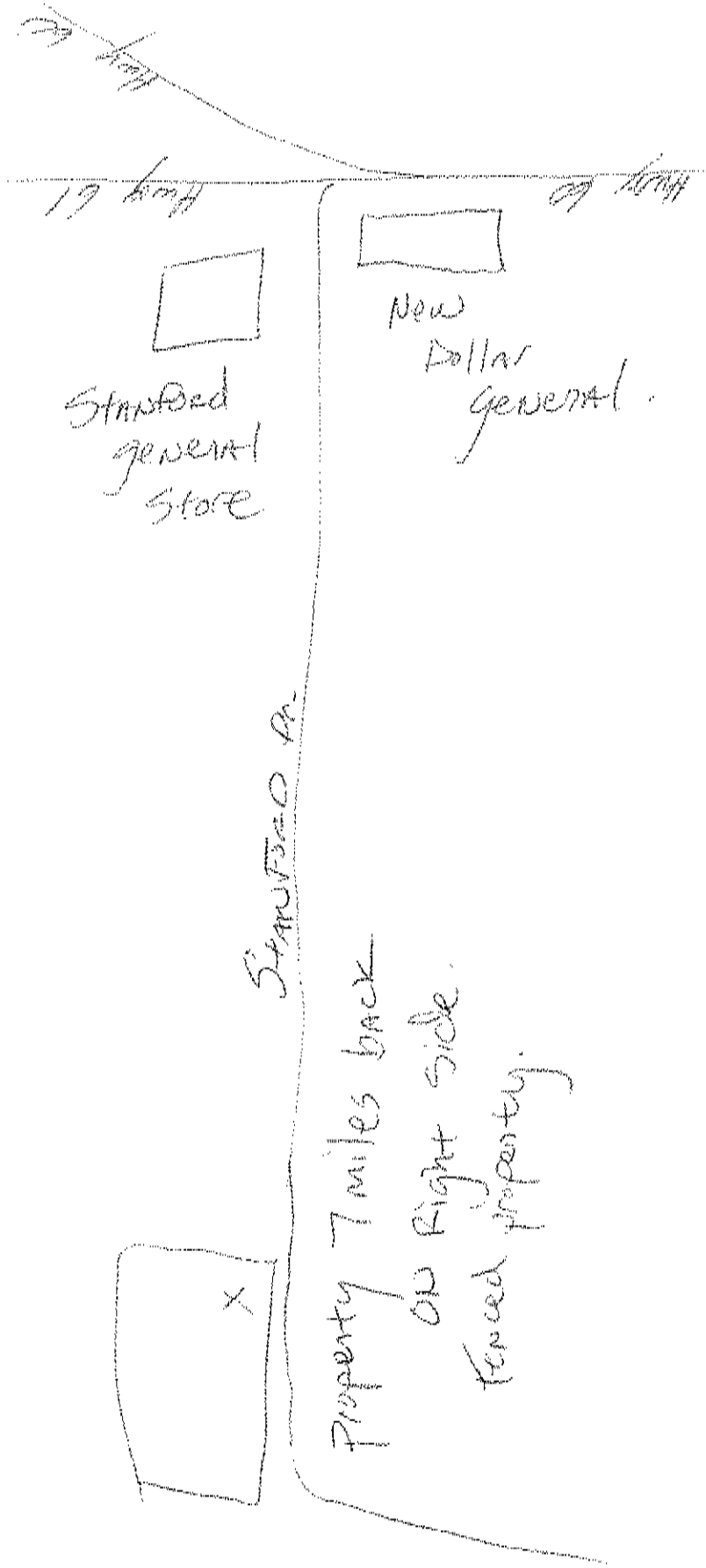
Property Line

Distance Between A & C ARE ABOUT 30' Distance Between C & B About 150'
 A & B " " 130' C & D 400'
 D & A 375'

Property Line

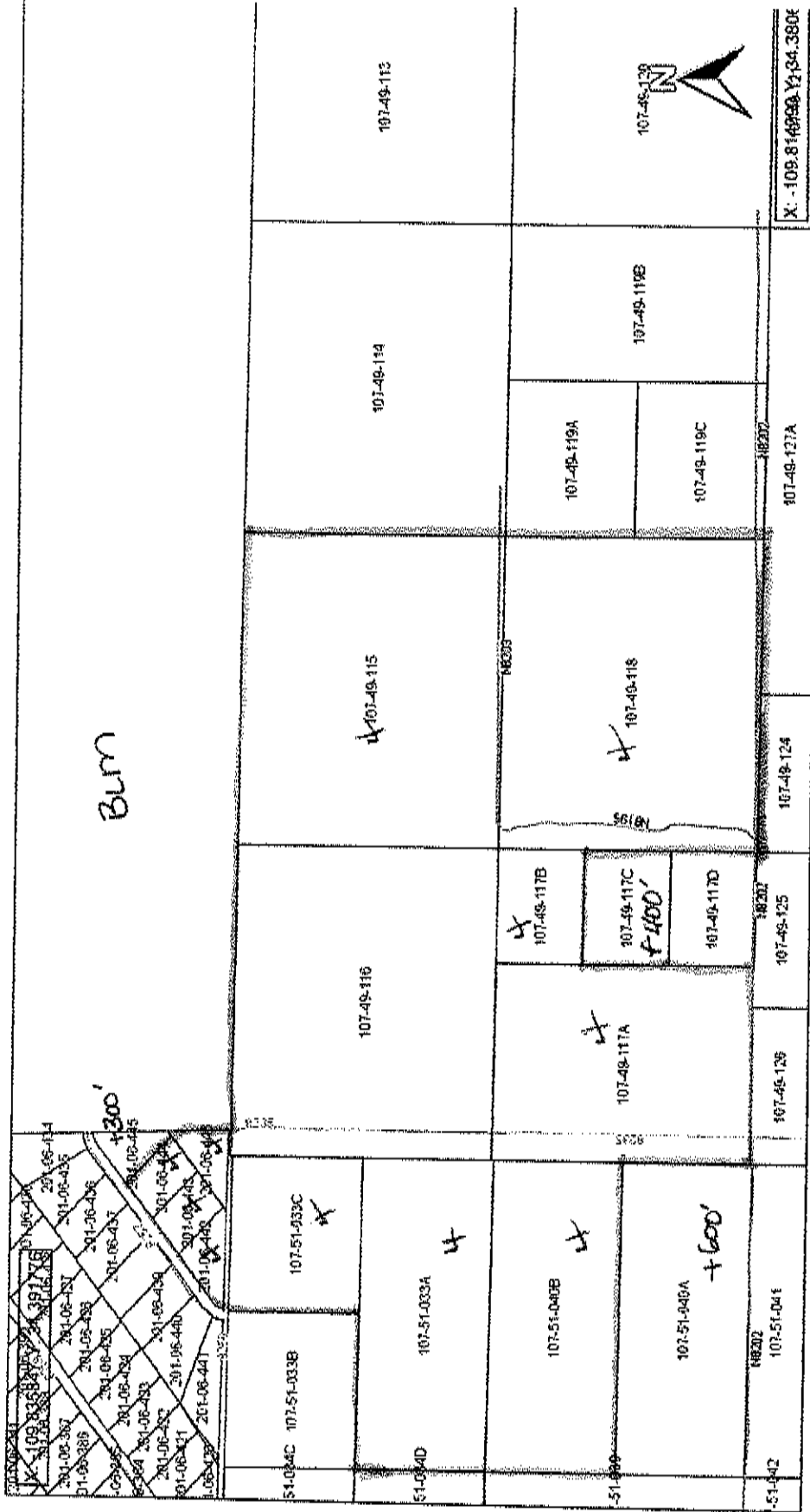
- A. Set Back ARE 350' From Stanford Dr to Shed and 500' to South Property Line.
- B. Set Back ARE 300' From Stanford Dr to Shed and 600' to South Fence.
- C. Set Back ARE 425' From Stanford Dr. to House and 550' to South Fence.
- D. Set Back ARE 250' From Stanford Dr. to Mother-in-Laws 75' to South Fence.

Map to Property



06/05/2017

Scale: 1 : 1



The materials available at this web site are for informational purposes only and do not constitute a legal document.

To All parties involved-

We are notifying you to let you know that we are getting an older home on our property at 688 Stanford Dr. Concho AZ we are letting you know that we are holding a meeting at our home on July 10, 2017 to discuss any concerns you may have about us getting a home of an older age on the property we will ^{have} picture of the home for you to view, the home has been remodeled and brought up to date if you have any? please contact Sam or Heather Bower at 818 612-8373 or 928 242-2019. Thank you for your time.

Sam, Meeting starts at 7:00 pm

If you can't make it and you have concerns just call us at the numbers above
Thank you

JENETTE EILEEN SCOTT
C/O JENETTE KELLY
29276 ELDORADO WAY
MENISEE, CA 92587

KOEPKE LINDA D JOHNSON
THOMAS M RICHARD A AND
CHARLES D
6863 BUTTONWOOD LN
GOLETA, CA 93117

EDITH M SARTAIN
1628 EAST DENA
MESA, AZ 85204

JACKIE L COLE
PERSONAL REPRESENTATIVE THOMAS
KAY E ESTATE
CMR 489
APO, AE 09751-1382

ANTHONY R ROBLEDO
22665 S 1094TH WAY
QUEEN CREEK, AZ 85242

EUGENE V JR ZUFFRANIERI
JENNIFER L ZUFFRANIERI
BENEFICIARY
10930 E. EDGEGROVE ST
MESA, AZ 85207

RURI GILLOGLY
P.O. BOX 3852
SHOW LOW, AZ 85902

EARL & ANITA VEZINA CPWROS
HC 30 BOX 9I
CONCHO, AZ 85924

RONALD I ATKINSON
HC 30, BOX 4-1
CONCHO, AZ 85924

JOYCE ANN ROBINSON
HC 30 BOX 6D
CONCHO, AZ 85924

JUAN DIEGO & MARIA FELICITAS
BELTRAN JT
C/O JOSE SR & LORETTA ARZAGA
PO BOX 932
GILBERT, AZ 85299

Shanna Pearce

From: Heather Bowen <hbowen30@gmail.com>
Sent: Thursday, July 13, 2017 8:08 AM
To: Shanna Pearce
Subject: RE: citizens review

we had Earl & Anita Vezina parcel # 107-49-117A, Ronald Atkinson parcel # 107-49-117B, and Eugene & Jennifer Zuffranieri parcel # 107-51-033A

On Jul 13, 2017 7:52 AM, "Shanna Pearce" <spearce@co.apache.az.us> wrote:

Thank you,

Which neighbors contacted you? Names and parcel #'s.

Shanna

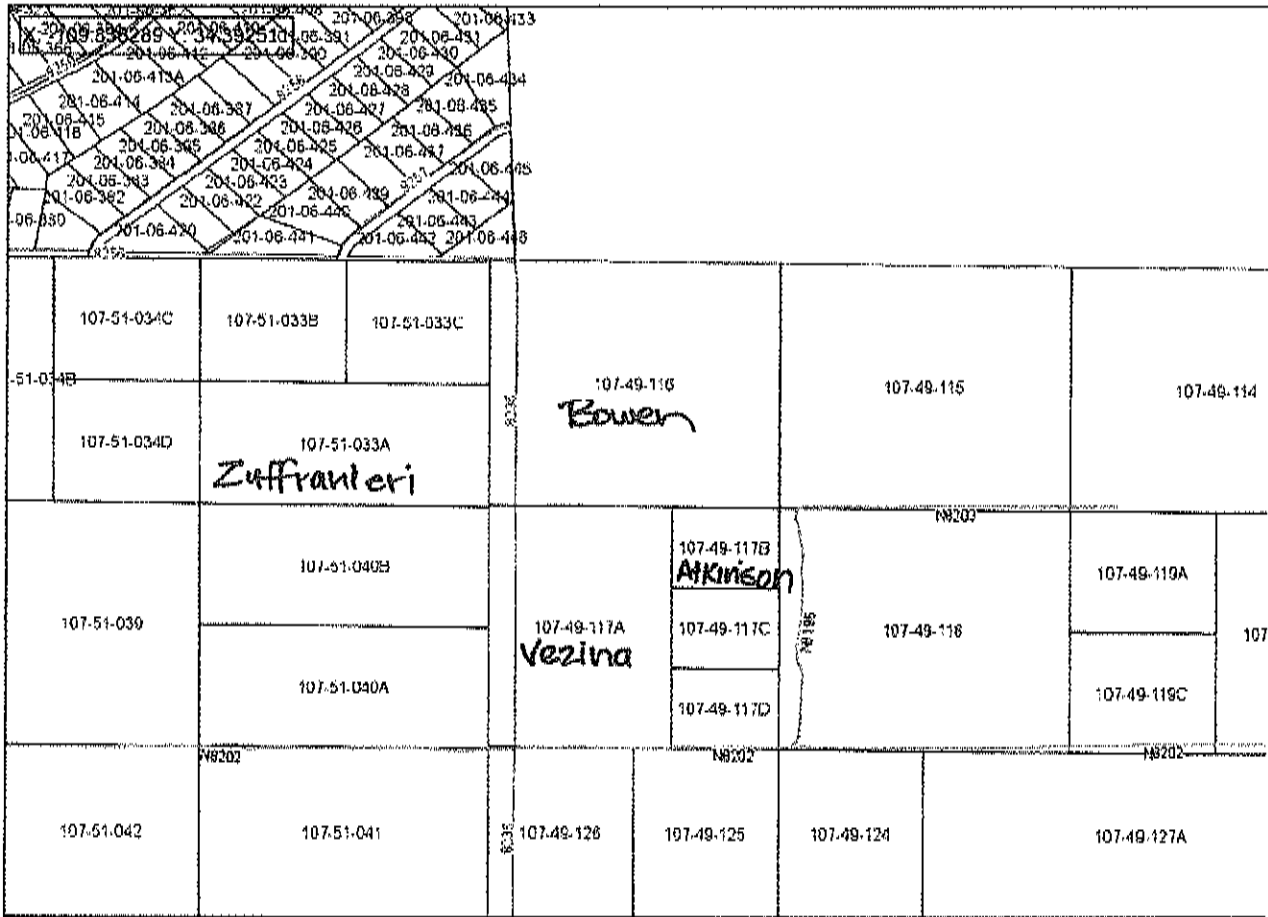
From: Heather Bowen [mailto:hbowen30@gmail.com]
Sent: Wednesday, July 12, 2017 6:05 PM
To: Shanna Pearce <spearce@co.apache.az.us>
Subject: RE: citizens review

Hi Shanna

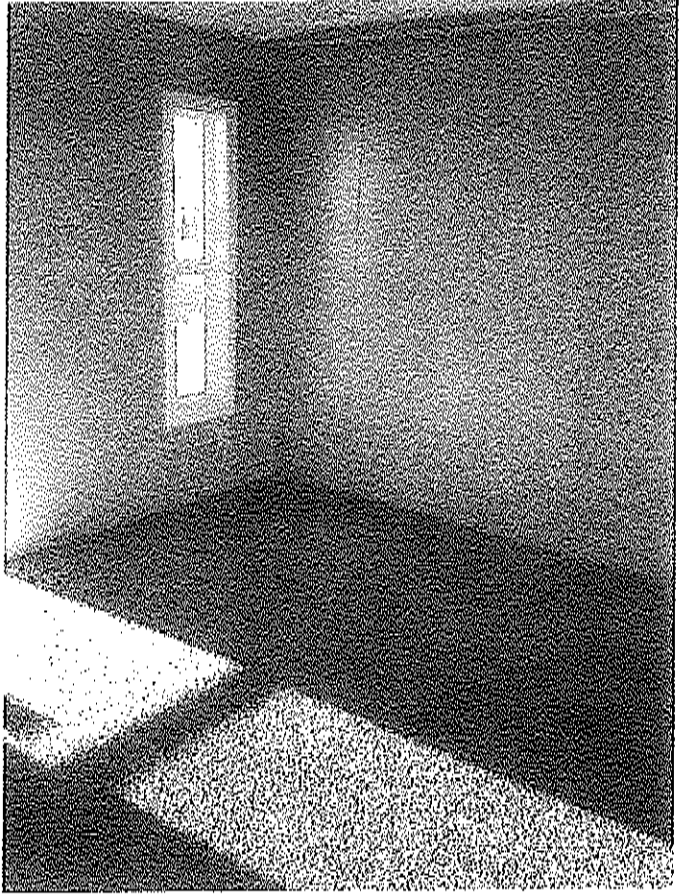
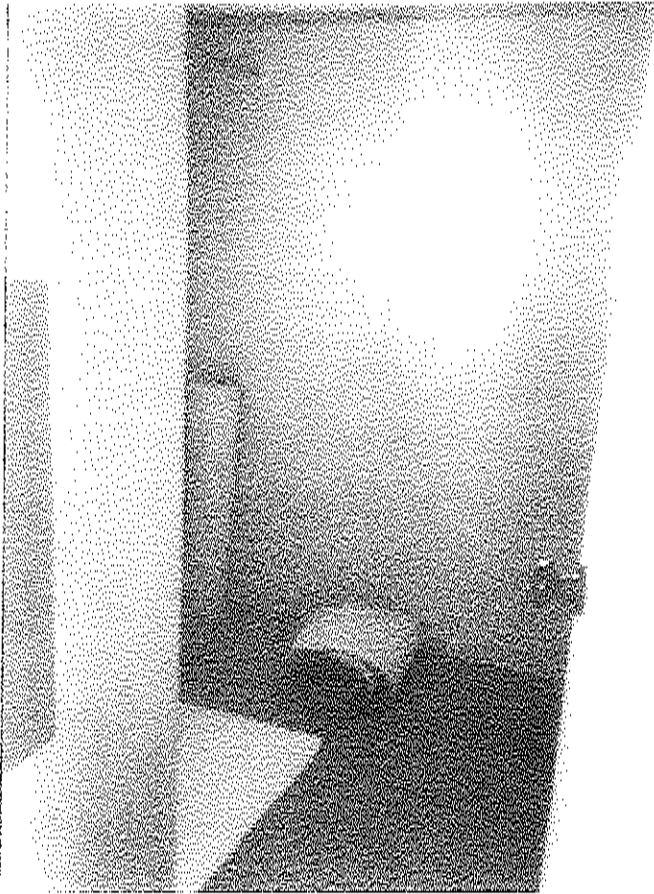
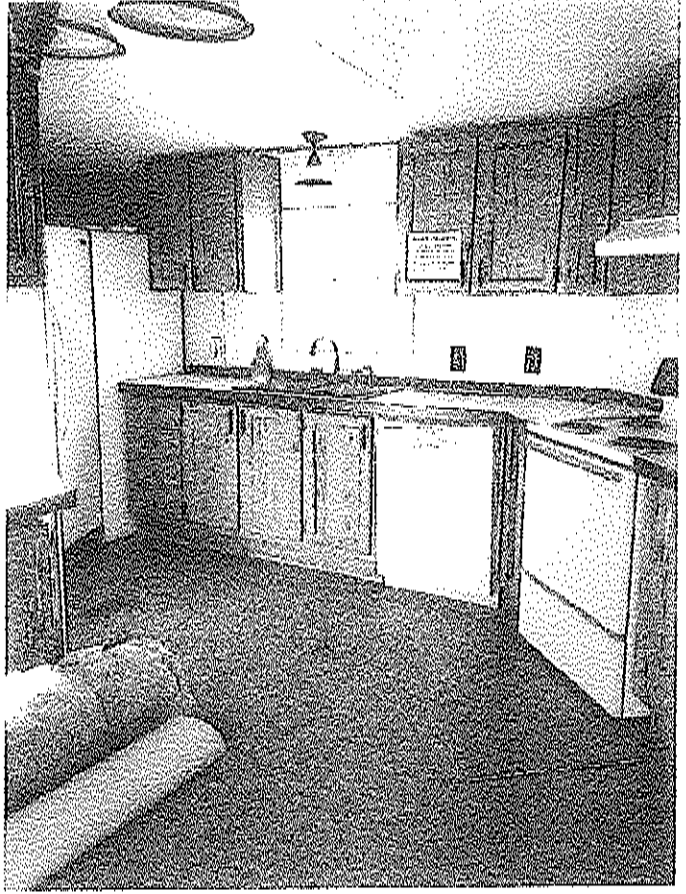
here is our report we sent out all 11 letters notifying the property owners we had no 1 show up, of the people that we do know we had 3 contact us and they don't care what we do.

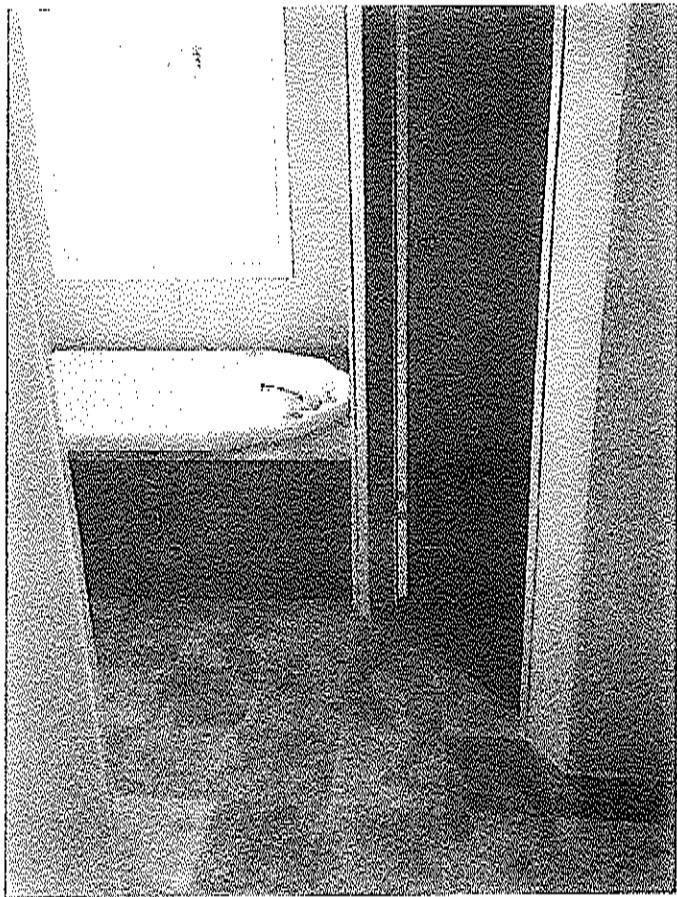
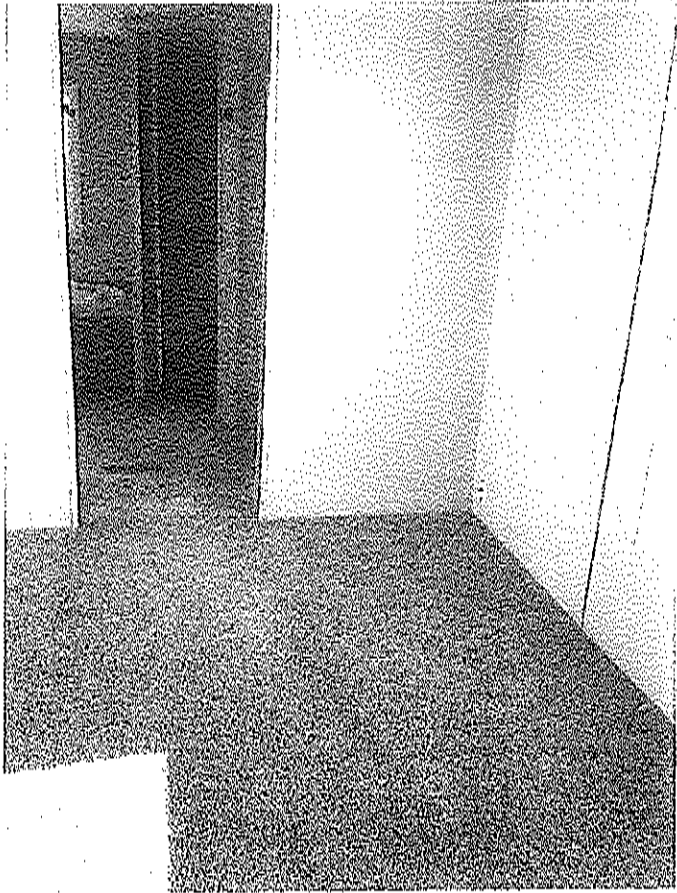
Sincerely,

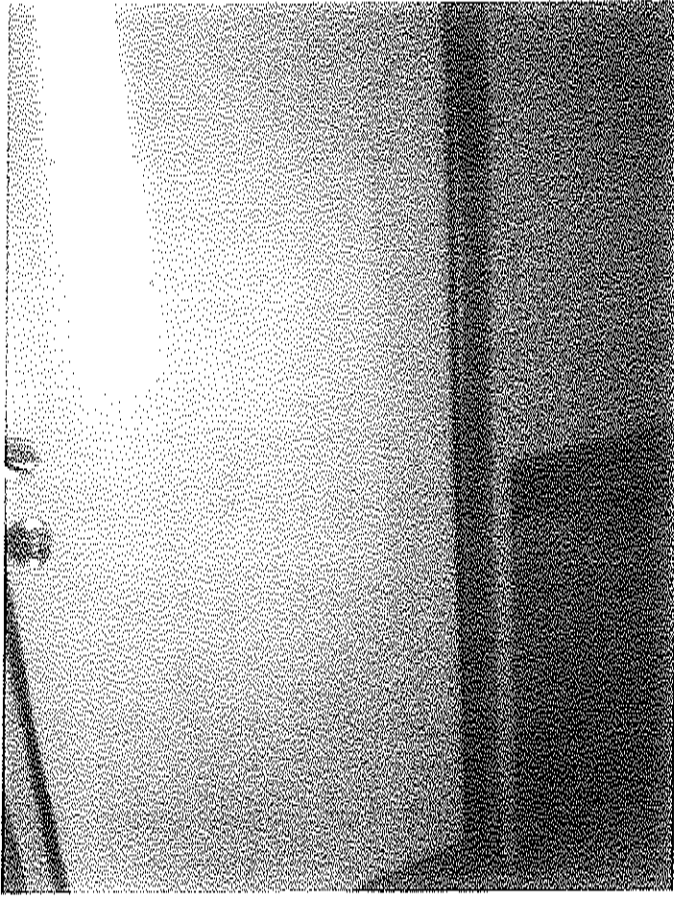
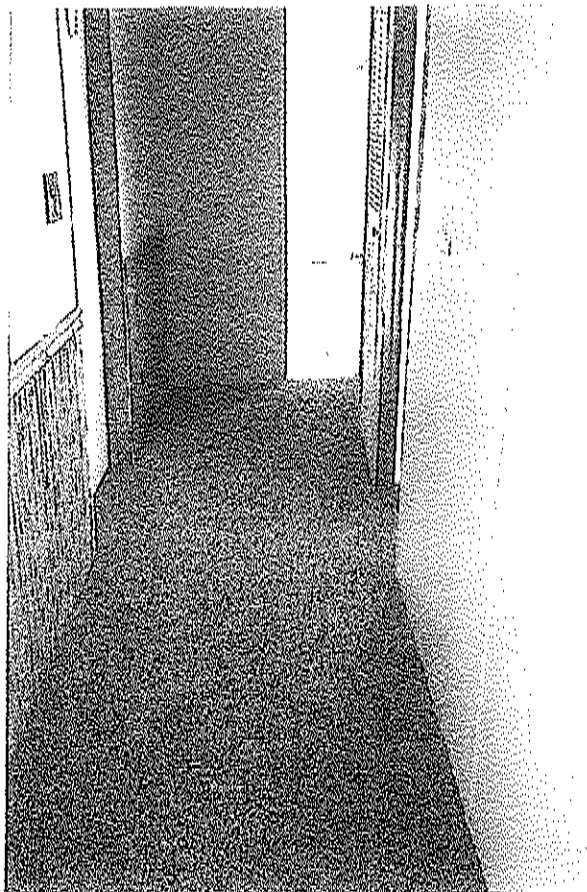
Sean and Heather Bowen

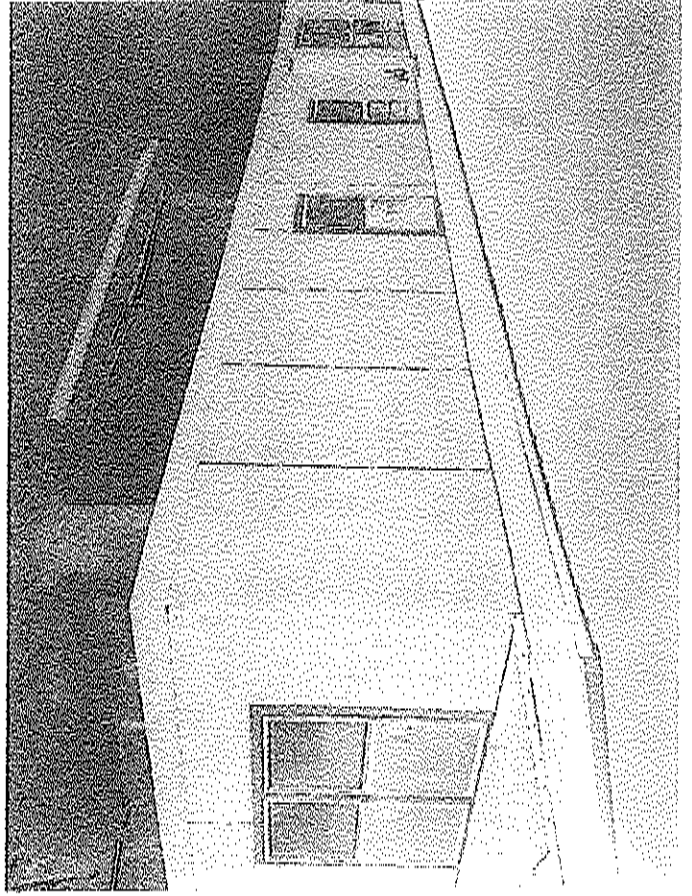
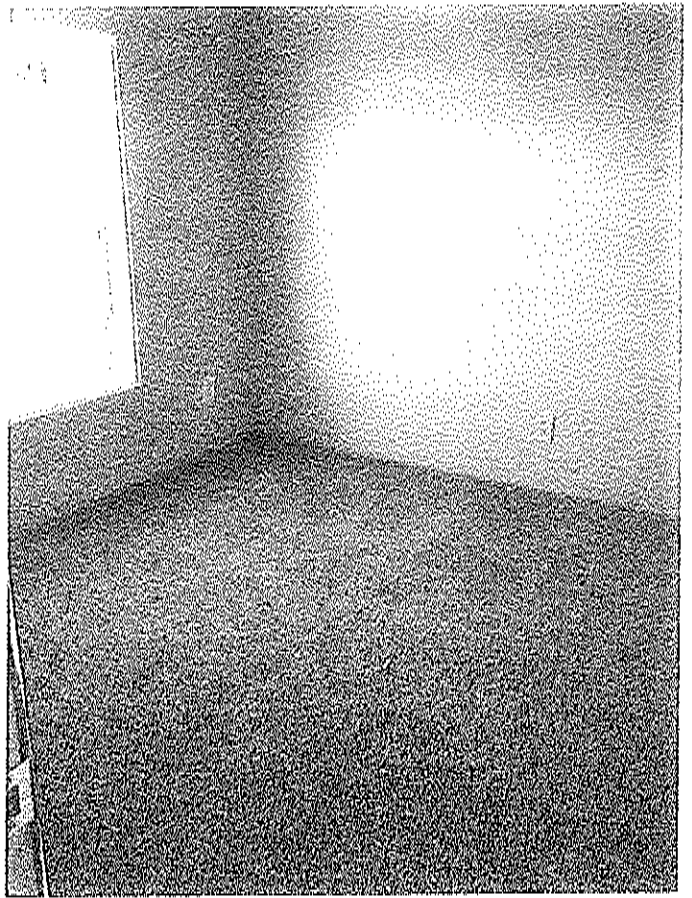


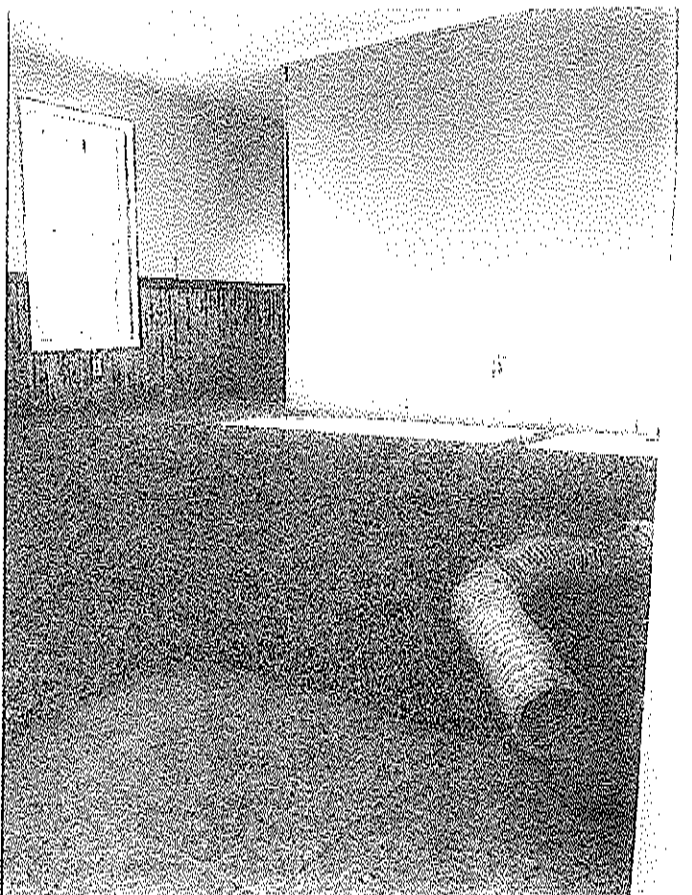
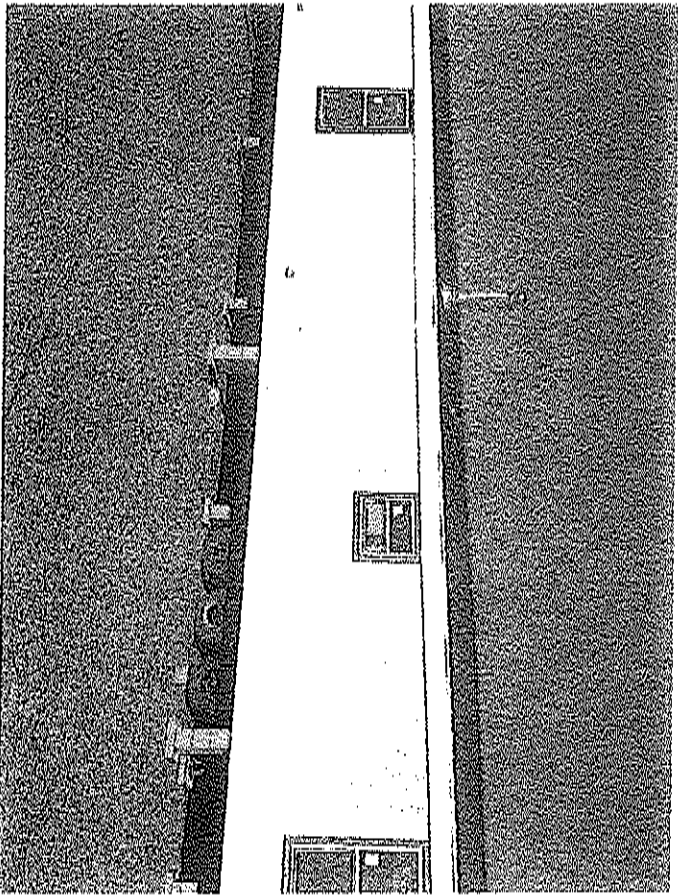
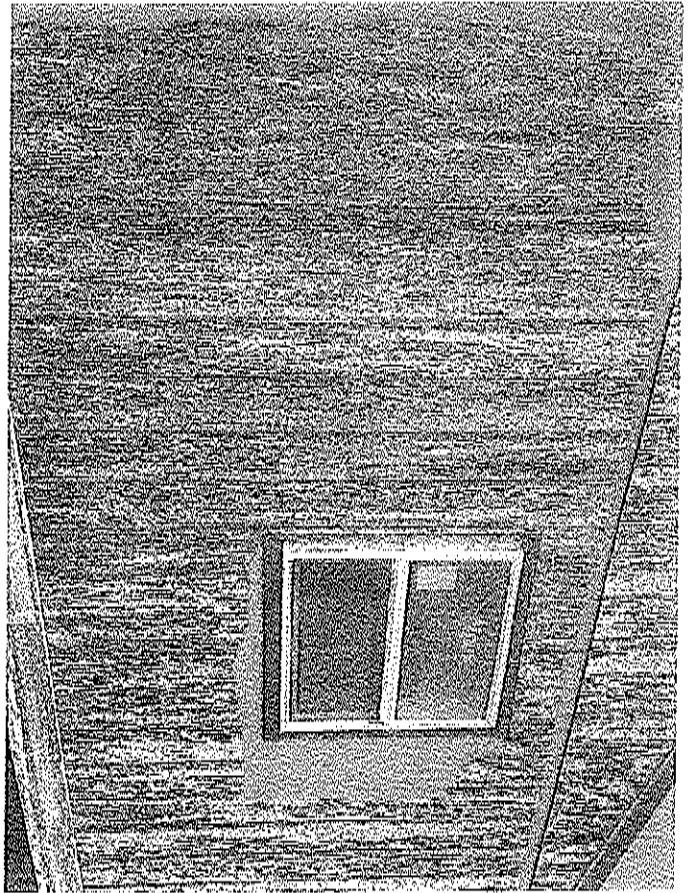
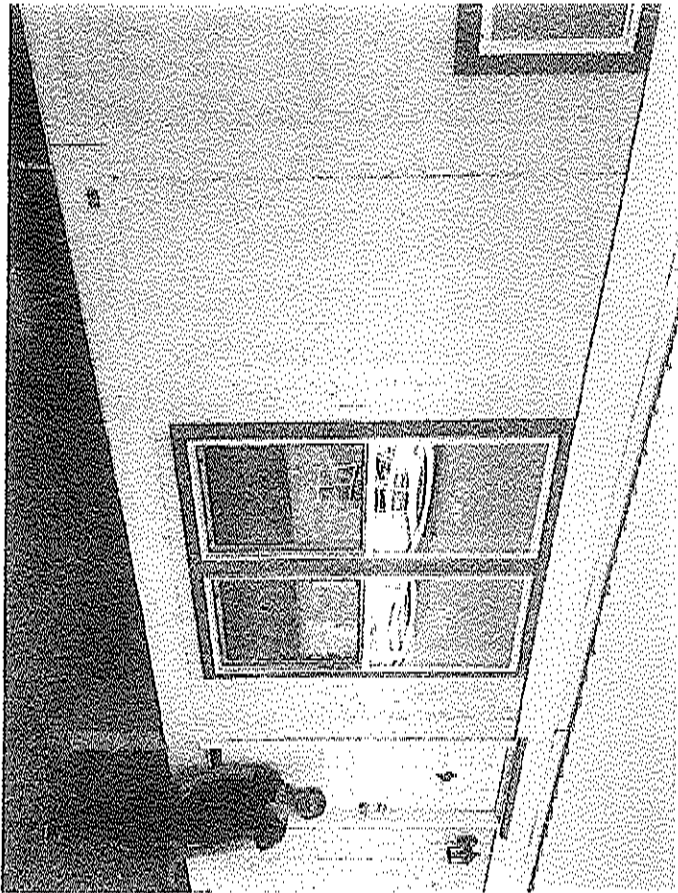
The materials available at this web site are for informational purposes only and do not constitute a legal document.











Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: 11/20/17 

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

Consent Agenda: Consideration and possible approval of a Conditional Use Permit allowing Holly Williams to erect a 60' ham radio tower on her 40-acre parcel located near Concho, Arizona. A.P.N. 212-66-138. The Planning & Zoning Commission unanimously approved, November 2, 2017, with the condition to be approved only for the location specified on the site plan submitted with the application to ensure that any future owners will not erect additional towers on other locations.

BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

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

STAFF REPORT CONTACT INFORMATION
 Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
**CUP to install 60' ham radio tower
 2017-43**

APPLICANT/PROPERTY OWNER
Holly Williams

PUBLIC HEARING DATE
December 5, 2017

PROPERTY ADDRESS/LOCATION
**212-66-138
 122 County Rd 5525**

BRIEF SUMMARY OF REQUEST

Applicant is wanting to install a 60' ham radio tower for personal use.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	House, accessory buildings	40 Acres

COMPATIBILITY with the COMPREHENSIVE PLAN

There is no conflict with the Comprehensive Plan

PROPERTY INFORMATION

Ms. Williams plans to use the tower for personal use, but can also use it for emergencies. She lives on a 40-acre parcel and the location of the tower would be near the middle of the property. So, if the tower was knocked over, it would not fall onto neighboring properties.

As for the viewshed, there are no immediately adjacent houses, but we sent out letters to nearby property owners to notify them of the tower and none responded.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

Structures over 35 feet are allowed in the Ag General Zone only through a Conditional Use Permit, which allows the Commission and Board of Supervisors to establish conditions that protect the health, safety, and welfare of surrounding properties and community.

Recommendation - Approve

No neighbors responded to the mailed notices, and no members of the public attended the public hearing to voice opinions. The P&Z Commission unanimously recommended approval for this tower with the condition that it be approved only for the location specified in her application. This condition is meant to ensure that future owners of the property will not erect additional towers on other parts of the property assuming it is allowed because of the Conditional Use Permit.



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Hollace Williams
 Mailing Address PO Box 1100
Concho AZ 85924
 Contact Person _____
 Phone 928-245-3222 Fax _____
 Email hwbluediamond@aol.com

SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Seventeen copies of all plans and drawings.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

PROPERTY INFORMATION

Assessor's Parcel # 212-66-138
 Township 13N Range 26E Section 8
 Subdivision Rancho Alegre
 Unit # 3 Lot # 138
 Address/Location 122 County Rd 55285

Existing Zoning _____
 Existing Land Use Agricultural
 Lot Size 110.75 acres

CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

Signature of Applicant Hollace Williams Date 10-11-17

Signature of Property Owner (if not the applicant) _____ Date _____

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Waiver or
Waiver permit for NAM
radio tower
for personal + emergency use

Temporary Use: Yes No

OFFICE USE ONLY

Received By Spearce Date 10/12/17
 Receipt # _____ Fee \$50 205 approved
 Permit # 2017-43 10/11/17
 Related Cases _____
 Appeal Filed By _____ Date _____
 Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied

Resolution # _____ Date _____
 Chairman [Signature] Date _____

BOARD ACTION

Approved with Conditions (see attachments) Denied

Ordinance # _____ Date _____
 Supervisor _____ Date _____

April 19, 2016

STAFF REPORT CONTACT INFORMATION
 Devin Brown, Community Development Director

DOCKET/CASE/APPLICATION NUMBER
CUP to install 60' ham radio tower
2017-43

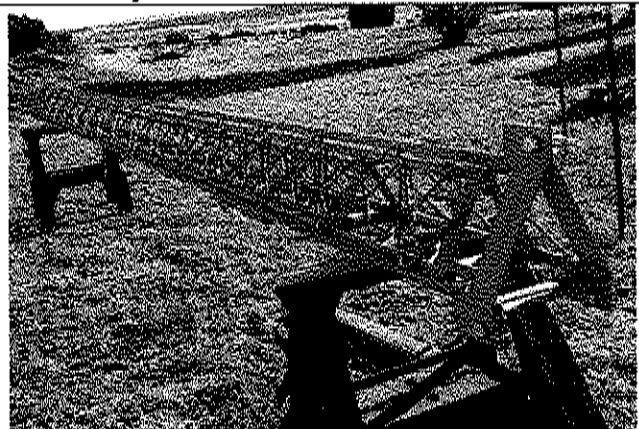
APPLICANT/PROPERTY OWNER
Holly Williams

PUBLIC HEARING DATE
November 2, 2017

PROPERTY ADDRESS/LOCATION
212-66-138
122 County Rd 5525

BRIEF SUMMARY OF REQUEST

Applicant is wanting to install a 60' ham radio tower for personal use.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	House, accessory building	40 Acres

COMPATIBILITY with the COMPREHENSIVE PLAN

There is no conflict with the Comprehensive Plan

PROPERTY INFORMATION

Ms. Williams plans to use the tower for personal use, but can also use it for emergencies. She lives on a 40 acre parcel and the location of the tower would be near the middle of the property. So if the tower was knocked over, it would not fall onto neighboring properties.

As for the viewshed, there are no immediately adjacent houses, but we sent out letters to adjoining neighbors to notify them.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

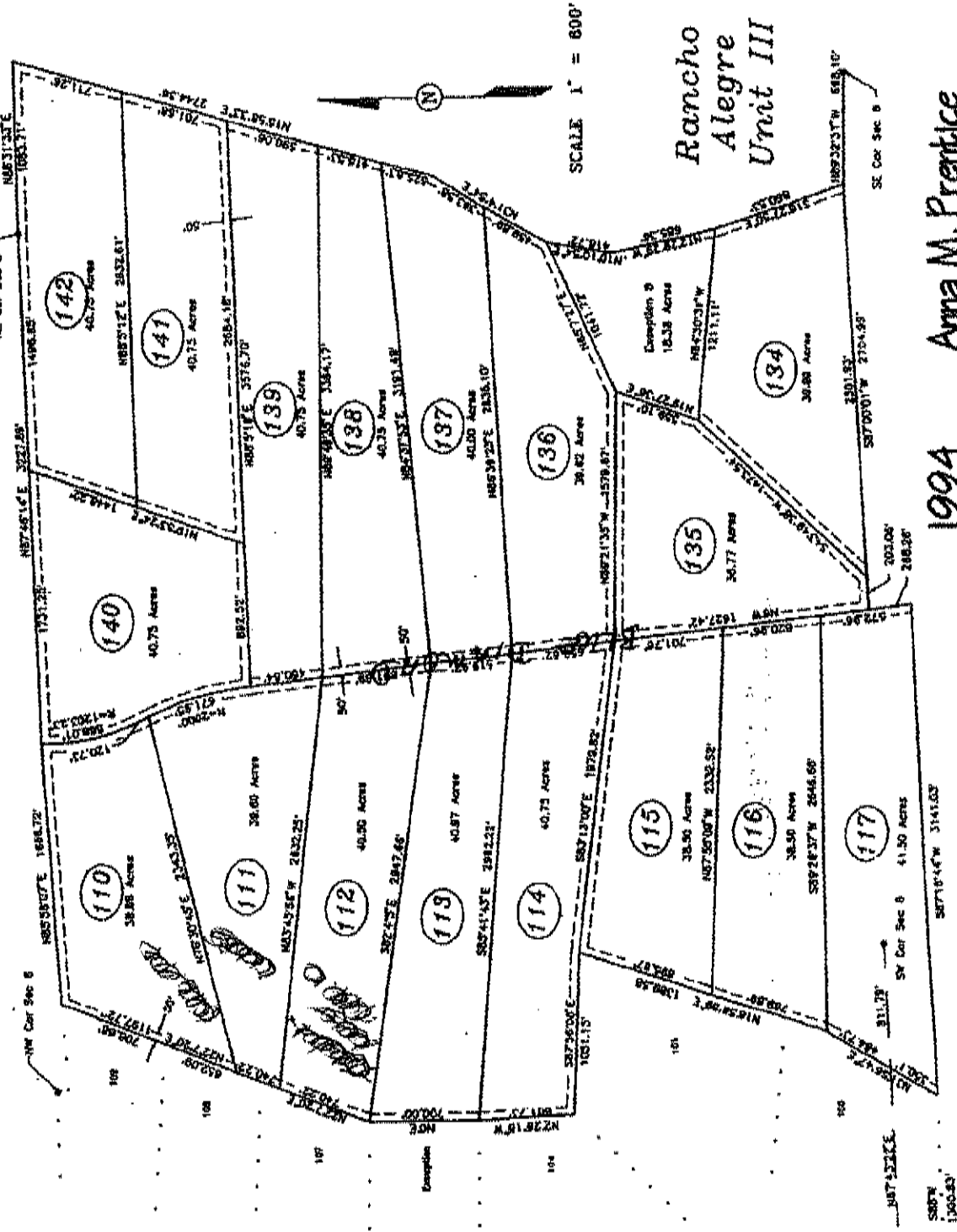
Structures over 35 feet are allowed in the Ag General Zone only through a Conditional Use Permit, which allows the Commission and Board of Supervisors to establish conditions that protect the health, safety, and welfare of surrounding properties and community.

Recommendation - Approve

Approval of this application is recommended, along with any conditions the commission deems necessary. This writer currently has no suggestions for conditions. Possible objections from the public could help inform the commission on what types of conditions may be helpful.

SECTION 8

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ERRORS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



1994 Anna M. Prentice
APACHE COUNTY ASSESSOR

60' tower -

1st fee reduction/wether

Notify paper by Oct. 10th

Holly Williams

Blue Diamond

~~791.69~~

691.69

N

3364.17"

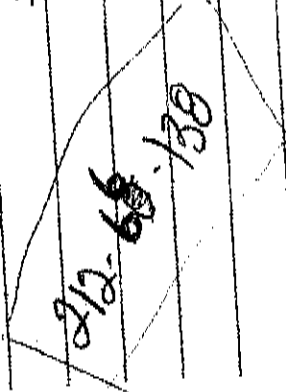
*

✓

319.41"

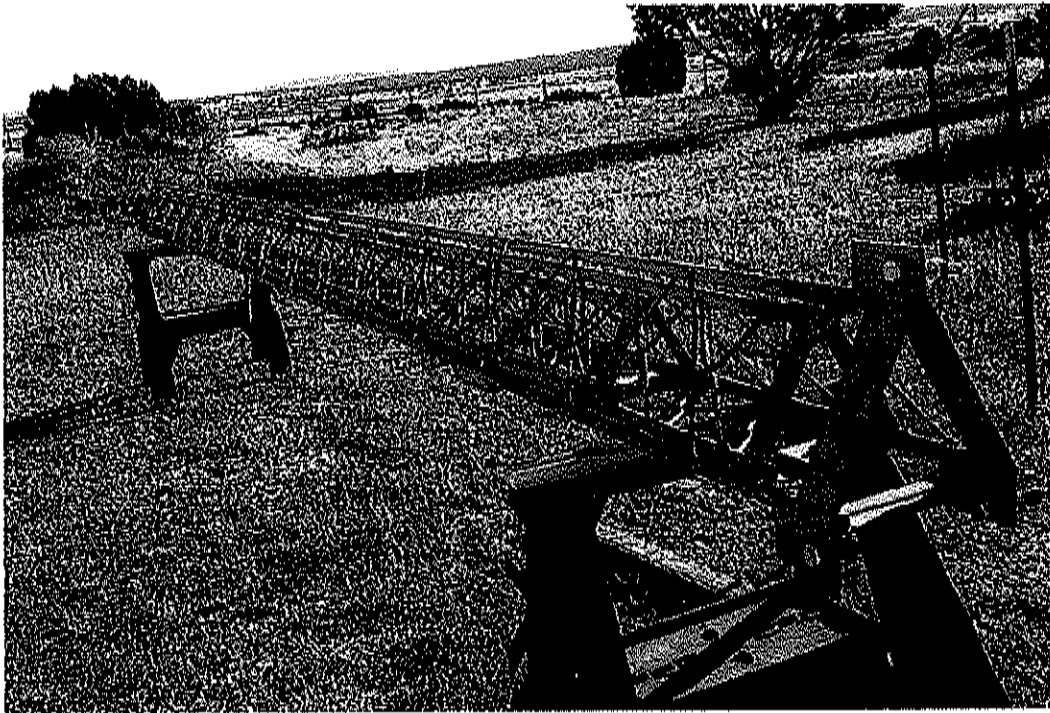
Egagement / access road
415.53'

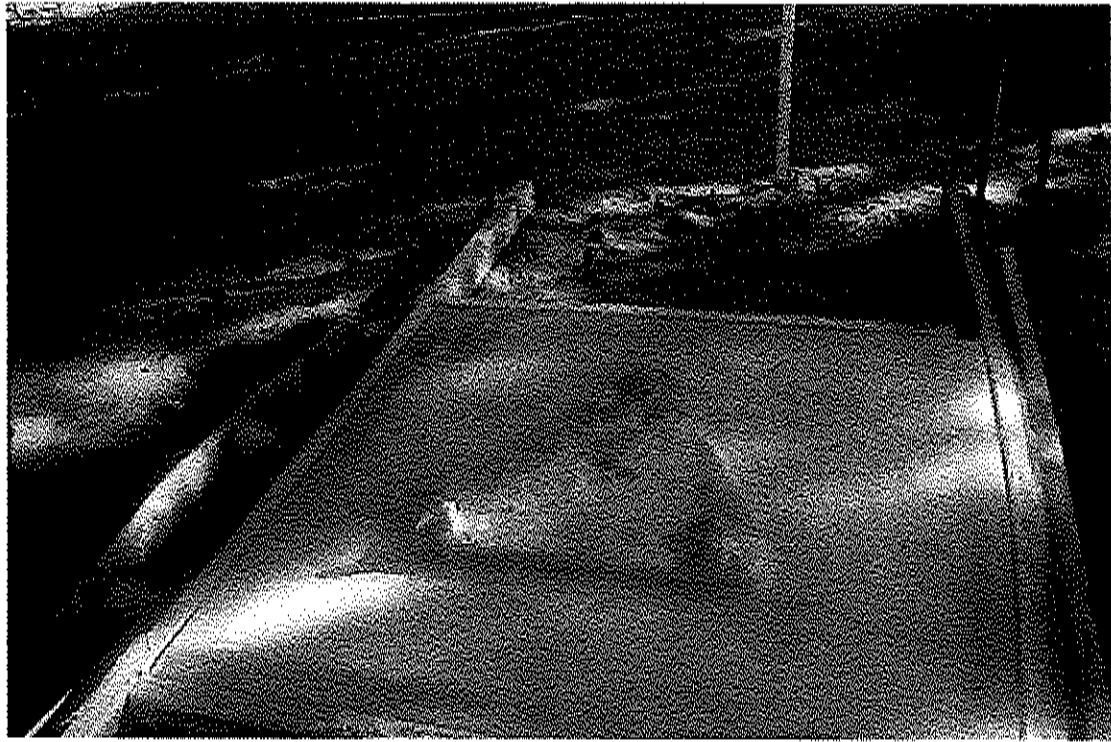
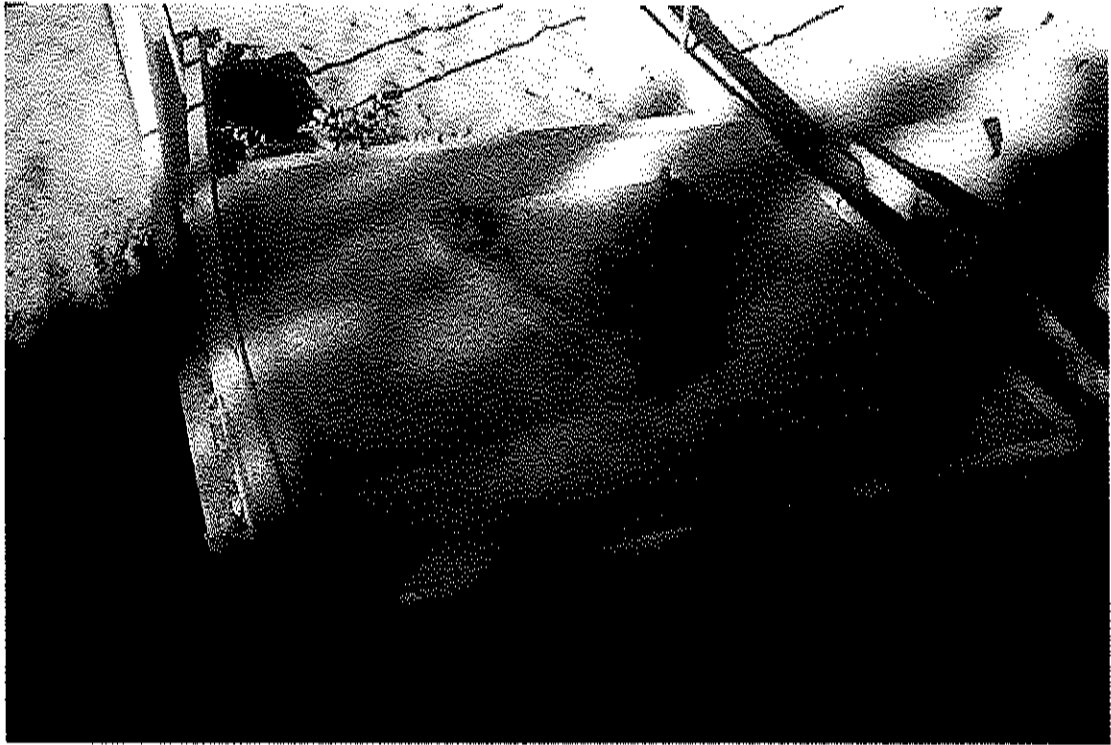
5





3'x3'x7'
1
recp





Greetings,

My name is Hollace Williams. Your property 212-66-139 in Apache County, Concho, Arizona is adjacent to mine, 212-66-138 in Apache county Concho, Arizona. I'm planning on installing a 56' HAM radio tower roughly in the middle of my property. Apache county permits require me to notify surrounding neighbors of this action.

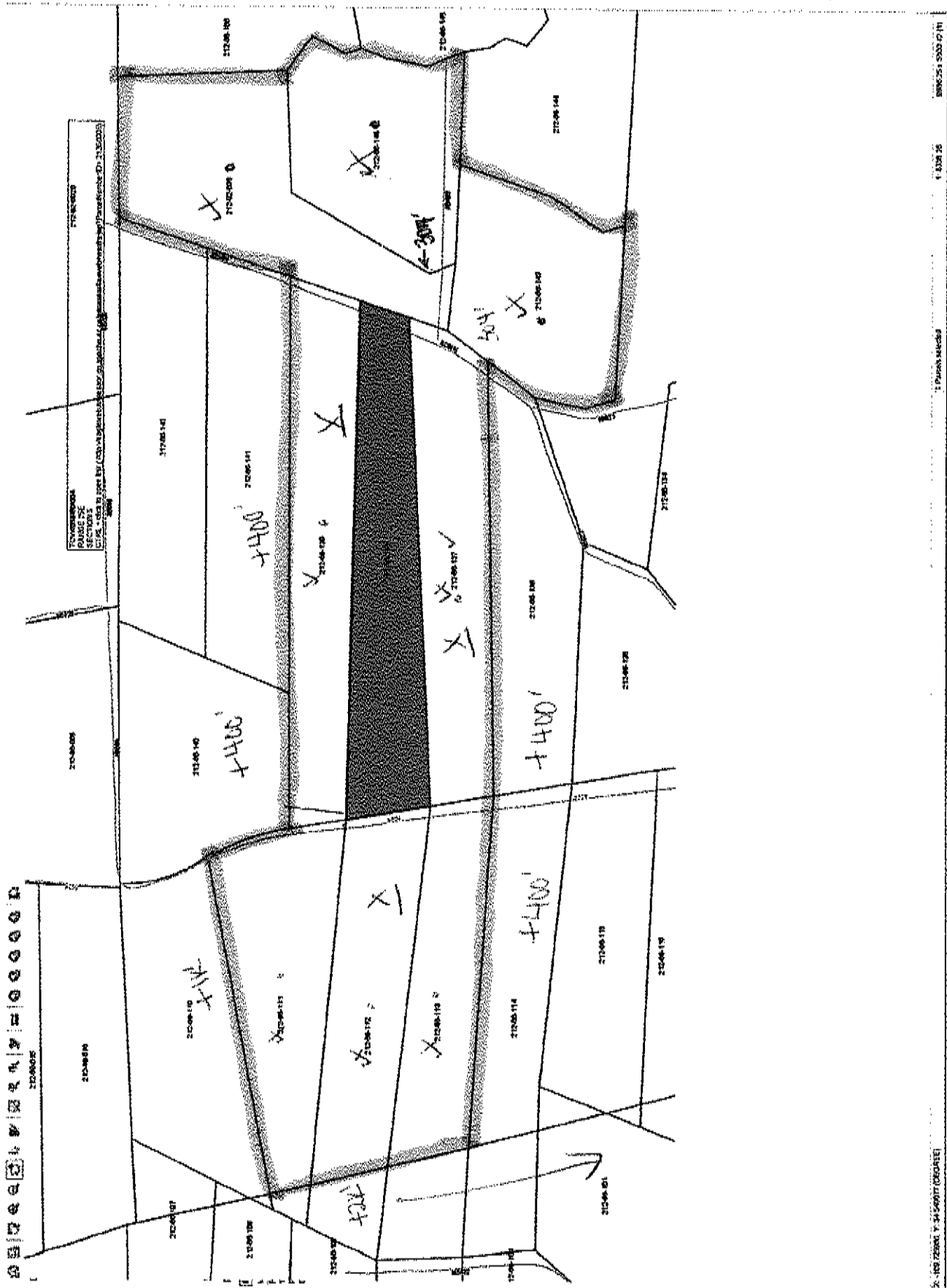
I'm inviting you to a neighborhood meeting at noon on Saturday October 28, 2017 at my home at 122 Blue Diamond Rd. so you can express any concerns or if you have any questions. If unable to attend please email me at hwbluediamond@yahoo.com or call or text me at 928.245.3222 if you have questions or concerns ..

Please RSVP to 928.245.3222 ..

Thank you,

Hollace Williams

10/7/17, 8:35 AM



BILLY J AND CYNTHIA F FURRH JT
HC 65 BOX 8001
CONCHO, AZ 85924

JAME A LAZO AKA JAMES LAZO
P.O. BOX 878
SAINT JOHNS, AZ 85936

KENNETH W & MICHELLE TEMPLES JR
(CPWROS)
20041 E SAN TAN BLVD
QUEEN CREEK, AZ 85242

KELLY W MACOMB 50%INT. -
TRACEY A BRIGHT UND 50%INT.
20683 SE GREENLEAF DR
SANDY, OR 97055

CYNTHIA ANTRIM
HC 65 BOX 8013
CONCHO, AZ 85924

DARLENE B SWETZ TRUSTEE
DARLENE B SWETZ TRUST
1202 CREELMAN LN
RAMONA, CA 92065

JMP RANCHES, INC.
P O BOX 810
ST JOHNS, AZ 85936

FRED MORTON
1205 W SHERWIN #802
CHICAGO, IL 60626

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: 11/27/17 [Signature]

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

James Puls of the Paradise Park Christian Church Association is requesting a reduction of the building permit fee of \$1,040.63 to construct a 50' x 40' parsonage for clergy members to stay in, as well as a space to hold church services until a church can be constructed. Property is located in Vernon, AZ, A.P.N 107-12-566.

BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: [Signature]

Finance Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

PERMIT # 2017-259



APACHE COUNTY BUILDING SAFETY DEPARTMENT
 P.O. Box 238
 St. Johns, AZ 85936
 (928) 337-7527
 PERMIT APPLICATION

PERMIT APPLIED FOR

NEW CONST.
 ADDITION
 ELECTRICAL
 GAS
 MECHANICAL
 MANUFACTURED HOME YEAR

REMODEL
 SOLAR
 DEMOLITION
 PLUMBING

OWNER NAME: Paradise Park Christian Church Assn
 ADDRESS: Park Shallow Unit 2, Lot 566.
 CITY: VERNON STATE: AZ ZIP: 85924

Contact Person: JAMES T. PUIS
 PHONE #: 928-532-0011
 E-mail Address: jt.heartbeat@cox.net
 JOB ADDRESS:

CONTRACTOR NAME: Self Help
 ADDRESS: H-51 CR 8019 TELEPHONE #: 928-532-0011
 CITY: VERNON STATE: AZ ZIP: 85924

PARCEL ID# 107-12-566

CLASS: ITE Constr. K-41 ROC199731

WORK TO BE DONE: 2 Bdrn House

NO. OF BLDGS: 1 PROPOSED USE: 2 Bdrn House

UTILITY INFO: LIST SOURCE OF:
 WATER SEWER
 ELECT GAS

PROVISION: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. (IRC R105.5) Work is considered to be abandoned if it has not had a "passed" inspection in the past 180 days.

I hereby certify that I am the owner or duly authorized owner's agent, that I have read this application and that all information is correct. I further certify that I have read, understand and will comply with all the provisions outlined herein.

DATE: 10-25-17 SIGNATURE: [Signature]

FOR OFFICIAL COUNTY USE ONLY

HEALTH DEPARTMENT REVIEW: Waste Disposal System required? YES NO

Signature: _____ DATE: _____

ZONE: AG A.P.N.: 107-12-566 SITE NOTES:

FR. YD	RR. YD	R-S YD	L-S YD
<u>45'</u>	<u>100'</u>	<u>60'</u>	<u>80'</u>

APPROVED BY P&Z: [Signature] DATE: 11/6/17

APPROVED F.P.: [Signature] DATE: 11/6/17

OCCUPANCY	LENGTH	WIDTH	HEIGHT	NO FLRS
<u>R-3</u>	<u>50</u>	<u>40</u>	<u>10</u>	<u>2</u>

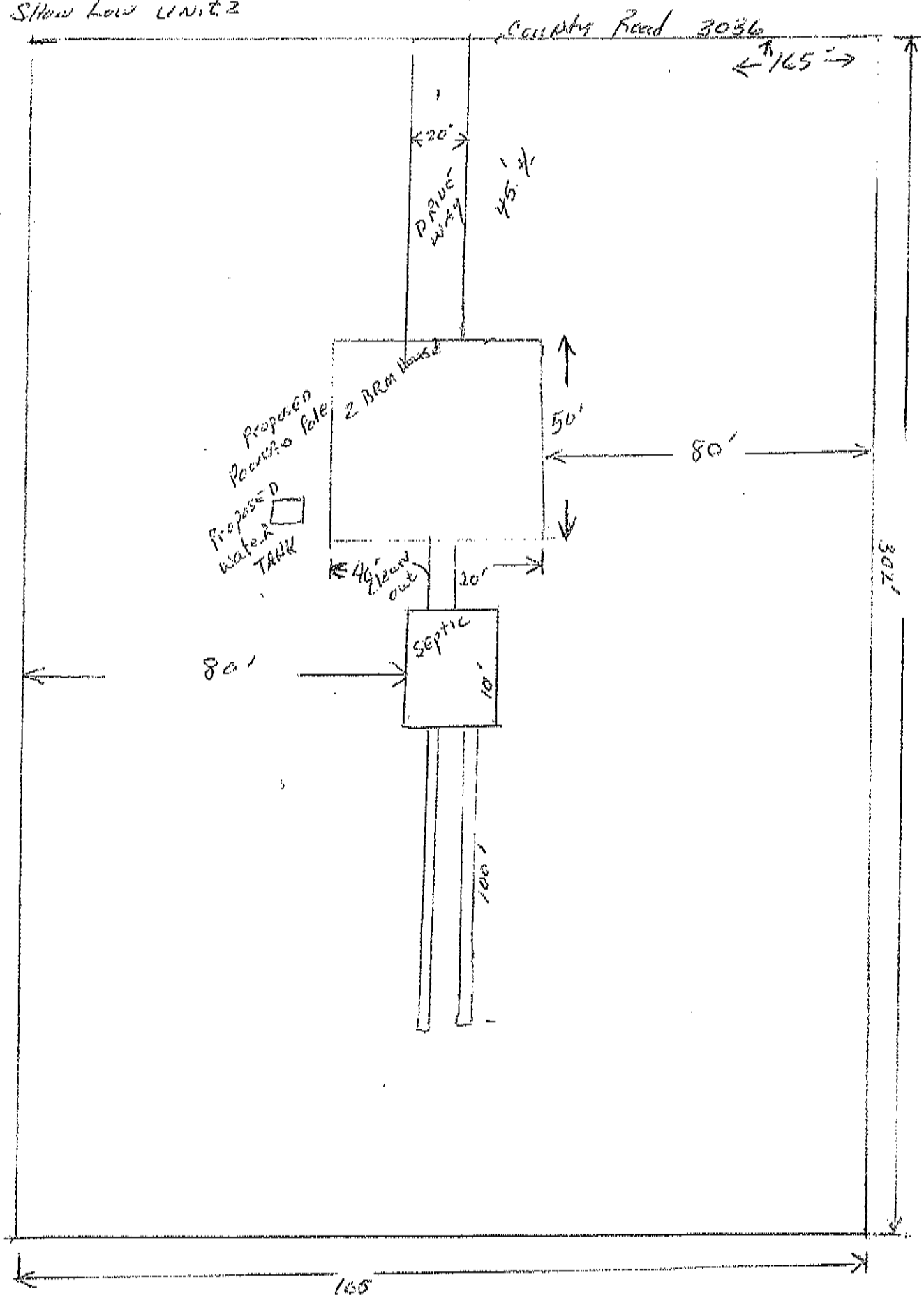
DWLG. AREA	GARAGE AREA	ACC. AREA	NO. BDRMS
<u>1650 sq</u>	<u>n/a</u>	<u>n/a</u>	<u>2</u>

APPROVED BLDG: [Signature] DATE: 11/6/2017

DWLG AREA	S.F.	@	\$
GARAGE	S.F.	@	\$
ACCESSORY	S.F.	@	\$
TOTAL VALUATION	<u>\$ 93,000</u>		
BUILDING FEE	<u>\$ 612.50</u>		
PLAN REVIEW	<u>\$ 398.13</u>		
MANUFACTURED HOUSING	\$		
INVESTIGATION FEE	\$		
ELECTRICAL PERMIT FEE	\$		
PLUMBING PERMIT FEE	\$		
MECHANICAL PERMIT FEE	\$		
SPECIAL INSPECTION FEE	\$		
RURAL ADDRESSING FEE	<u>\$ 5.00</u>		
FLOOD PLAIN FEE (S)	<u>\$ 25.00</u>		
INSPECTION FEE x	\$		
OTHER	\$		
TOTAL	<u>\$ 1,040.63</u>		

COMMENTS: Approved Plans & Permit must be on site for all inspections. Address must be posted R319.1

Lot PLAN
107-12-566
Park Show Low Unit 2



Scale: NTS



Apache County Community
Development Department
P.O. Box 238 · 75 W. Cleveland
St. Johns AZ 85936
Phone (520) 337-7607
Fax (520) 337-7633

DISCHARGE AUTHORIZATION
For an onsite wastewater treatment facility
Type 4.02 through 4.22 General Permits

PERMIT #: SEP2006-104

Applicant Information
Name: James T. & Judith A. Puls
Address: P.O. Box 6002
Chandler, AZ 85246

System Specifications
Authorized Design Flow: 600 gallons per day
Number of Bedrooms: 4
Number of Fixture Units: 28 or less

Location Information
Parcel #: 107-12-566
Latitude: 34.3258 °N
Longitude: 109.75 °W
Wastewater Source: Single-family residence

Documents Which Will Be Maintained With This Authorization (asterisked items are applicable only if one or more of GPs 4.03 - 4.22 are checked)

- Notice of Intent to Discharge
- Site Investigation Report
- Site Plan: Built per original submitted with NOI, or
 Built per revision submitted with Request for DA
- Construction Authorization
- Request for Discharge Authorization
- Field Watertightness Test Certification for Septic Tank
- As-built Plans*
- Final List of Materials, Components, and Equipment*
- Final Operation & Maintenance Manual*
- Service Contract Certification*
- Certificate of Completion*
- Other: _____

Discharge is Authorized Under the Following General Permits

<input checked="" type="checkbox"/> 4.02 Septic tank/conventional disposal	<input type="checkbox"/> 4.08 Wisconsin mound
<input type="checkbox"/> 4.03 Composting toilet	<input type="checkbox"/> 4.09 Engineered pad system
<input type="checkbox"/> 4.04 Pressure distribution system	<input type="checkbox"/> 4.14 Sewage vault
<input type="checkbox"/> 4.05 Gravelless trench	<input type="checkbox"/> 4.17 Cap system

Reviewing Agency Notes

Discharge Authorization Stipulations: This Discharge Authorization is issued in accordance with Arizona Administrative Code Title 18, Chapter 9, Article 3. The Permittee is authorized to operate the facility at the location specified herein in accordance with the Record Documents listed above under terms and conditions of the applicable General Permits listed above and the requirements of Arizona Revised Statutes Title 49, Chapter 2. The Permittee is responsible for obtaining a Transfer of Ownership Inspection prior to a change in property ownership.

Stephan W. King, R.S.

Approved By

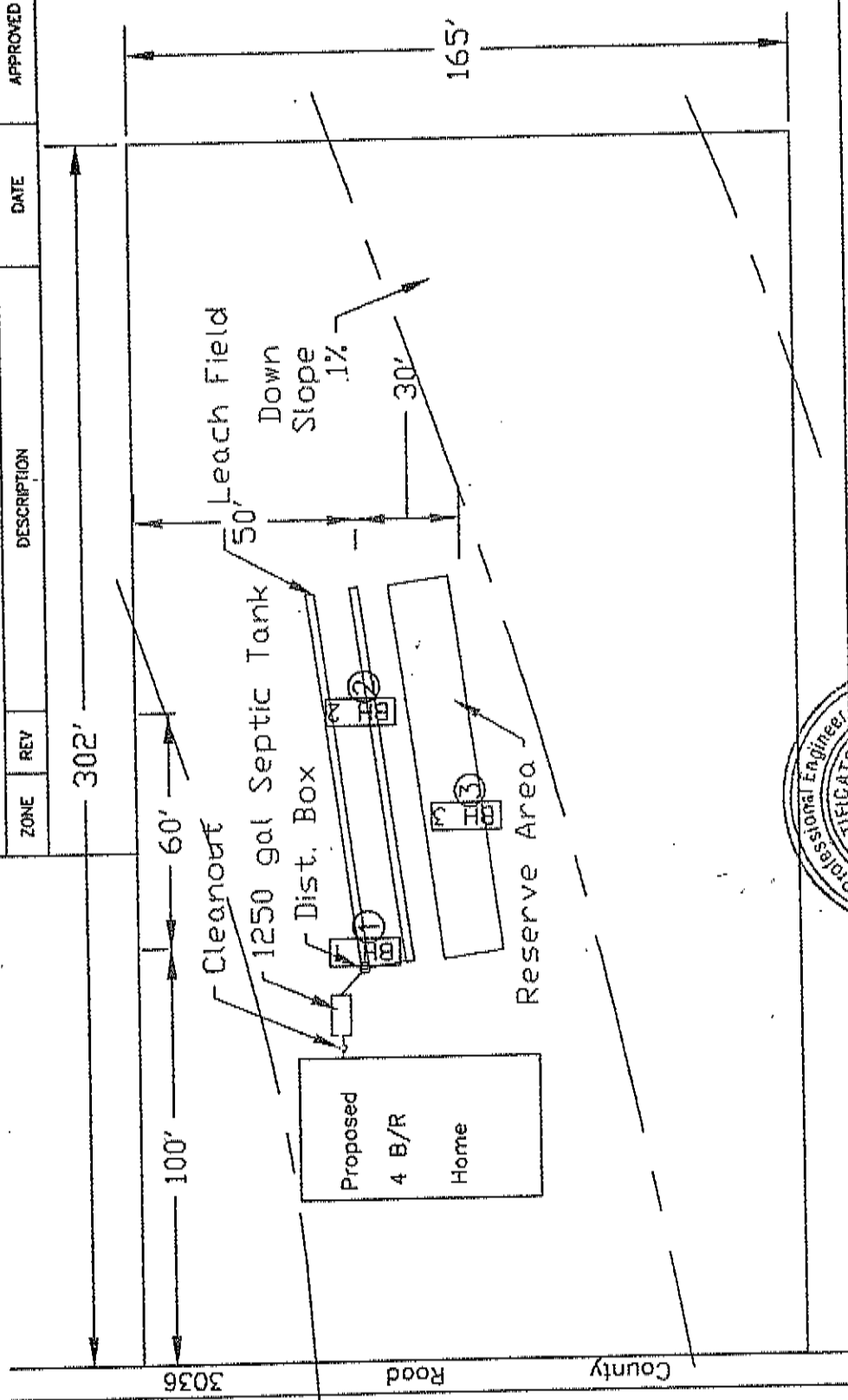
Environmental Health Coordinator

Title

12/6/07

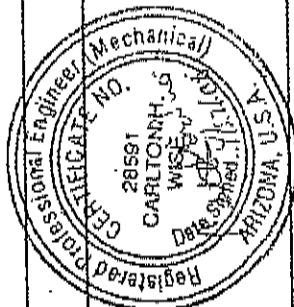
Approval Date

REVISIONS			DATE	APPROVED
ZONE	REV	DESCRIPTION		



NORTH

3036 Road County



Site Evaluation for: Mr. Puls
 APN: 107-12-566 (1.14 acres)
 Lot 566, Park Show Low, Unit 2
 No Central Water

SIZE	FSCM NO.	DWG NO.	REV
A			
SCALE 1"=40'			SHEET

- Observation Hole
- Test Hole

4/14/06
 C.H. Wise

PARK SHOW LOW UNIT TWO

A SUBDIVISION OF SECTION 25, T14N, R10E, COCONINO COUNTY, ARIZONA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the American Title and Trust Company, a corporation organized under the laws of the State of Arizona, and its duly authorized officers and agents, do hereby dedicate to the public use of the County of Coconino, Arizona, the following described lands, to-wit:

Section 25, Township 14 North, Range 10 East, Coconino County, Arizona, containing 360 acres, more or less, as shown on the attached plat, and the same are hereby dedicated to the public use of the County of Coconino, Arizona, for the purpose of a park show low unit, to be known as the "Park Show Low Unit Two".

IN WITNESS WHEREOF, the President of the American Title and Trust Company, the duly authorized officers and agents, have hereunto set their hands and the seal of the said company, at the City of Phoenix, Arizona, this 1st day of August, 1923.

By Donald M. Wiley, President
Donald M. Wiley, Secretary

ACKNOWLEDGMENT

I, the undersigned, being the duly authorized officer of the American Title and Trust Company, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Coconino, Arizona, and that the same have been duly recorded in the office of the County Recorder, at the City of Phoenix, Arizona, on the 1st day of August, 1923.

By Donald M. Wiley, Secretary

APPROVAL

I, the undersigned, being the duly authorized officer of the County of Coconino, Arizona, do hereby approve the foregoing as the same appears in the records of the County of Coconino, Arizona, and that the same have been duly recorded in the office of the County Recorder, at the City of Phoenix, Arizona, on the 1st day of August, 1923.

By Donald M. Wiley, Secretary

CERTIFICATION

I, the undersigned, being the duly authorized officer of the County of Coconino, Arizona, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Coconino, Arizona, and that the same have been duly recorded in the office of the County Recorder, at the City of Phoenix, Arizona, on the 1st day of August, 1923.

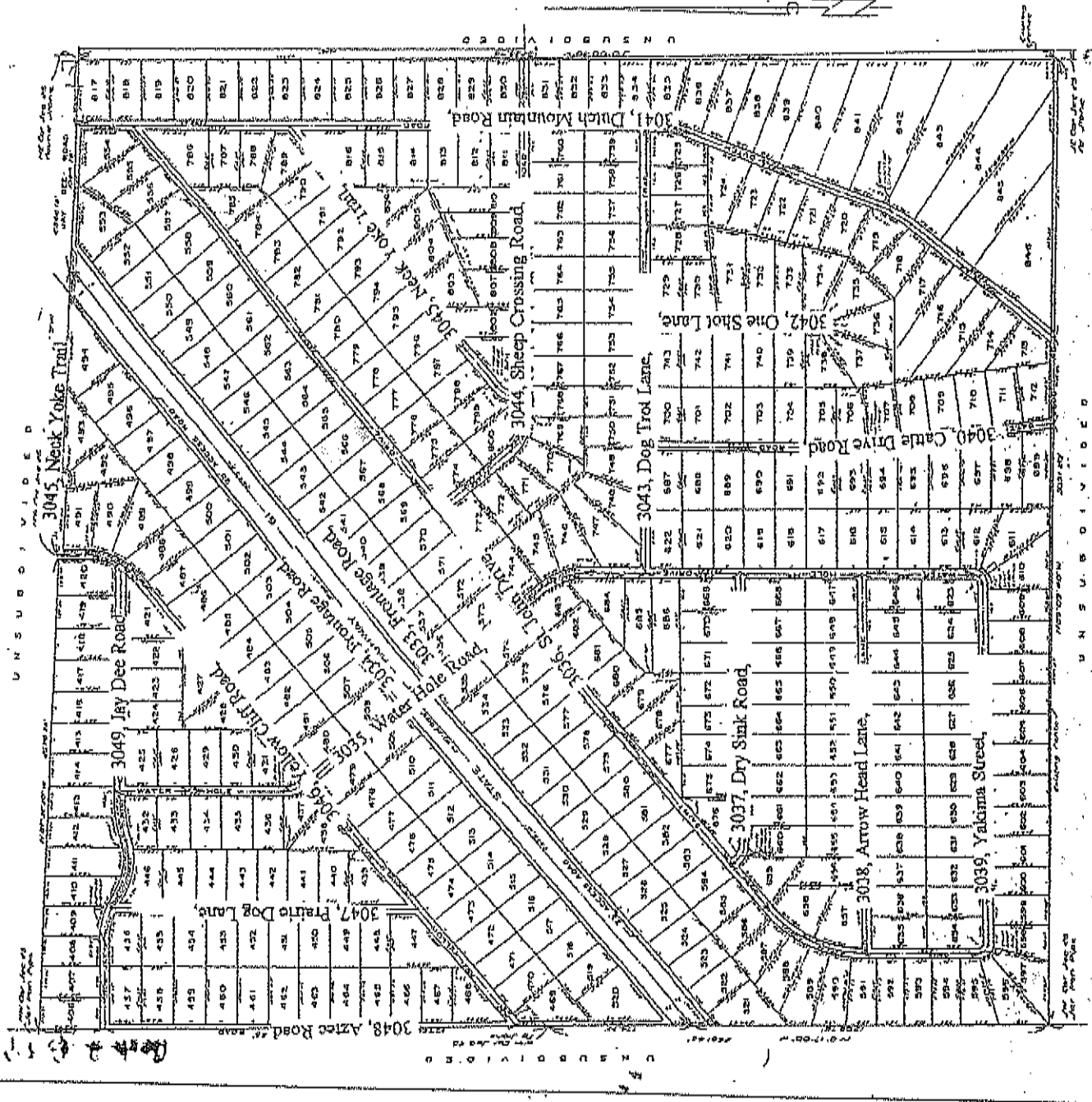
By Donald M. Wiley, Secretary

DONALD M. WILEY
 REGISTERED LAND SURVEYOR
 SCOTTSDALE, ARIZONA

ALL MAPS SHOWING THIS SECTION ARE SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF COCONINO, ARIZONA.



JOB NO 5225 SCALE 1"=200'



OFFICE COPY



Optional Foundation Methods
&
Accessories Supplement



Valued Customer:

This letter is to inform you of a brand new alternative way to mount your building that is not described in your foundation manual.

The perimeter footing described in your manual may be reduced from 22" wide to 16" wide with the use of the Commercial BasePlate.

The Commercial BasePlate are steel channels designed to receive the arches and endwalls. It mounts on top of a 16" wide flat surface footing or a flat slab with the use of anchor bolts or lag bolts. By doing this, you substantially reduce your concrete costs, eliminate extra rebar material and any lumber for form work necessary in making the concrete tough. As a bonus, you also save 3 to 4 days of manual labor in erecting your building.

Enclosed you will find sketches of the Commercial BasePlate to better understand its application. If you are interested, please contact us immediately so we can quote you a price for your building model and make arrangements to add this to your order. We will then send you the Commercial BasePlate blueprints showing the smaller and easier foundation.

We also have other accessories such as skylights, vents, service doors and insulation. I have enclosed a brochure as well as a price list. If you should have any questions, please do not hesitate to contact me. Thank you for letting us serve your building needs.

Respectfully,

Damon M. Smith

Toll Free: 1-877-728-4823

Cell: 412-913-3104

Fax: 412-250-2174 or 412-771-7695

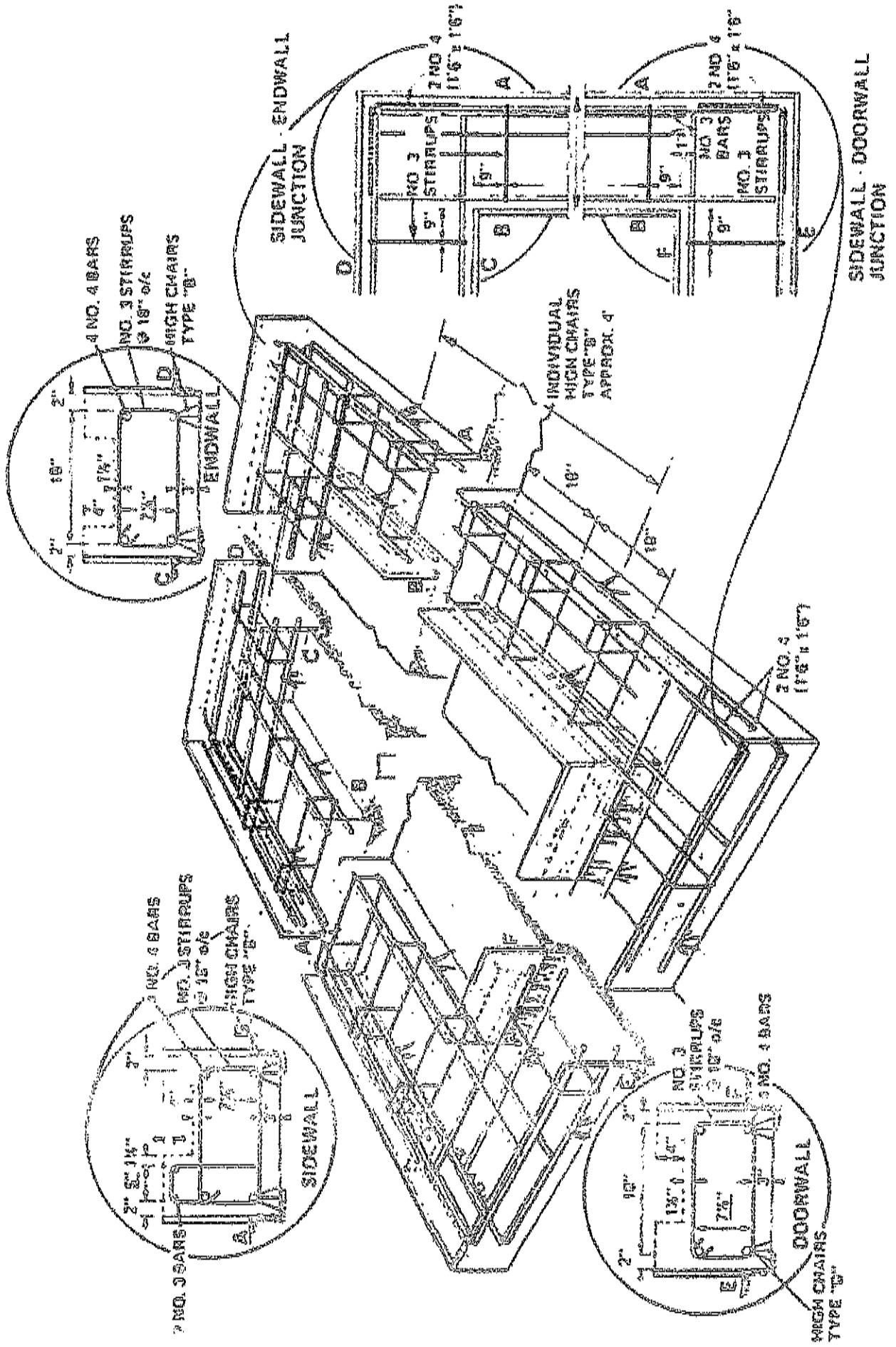
Email: damon@crowsteelbuildings.com

Available: 7 days a week until Midnight EST

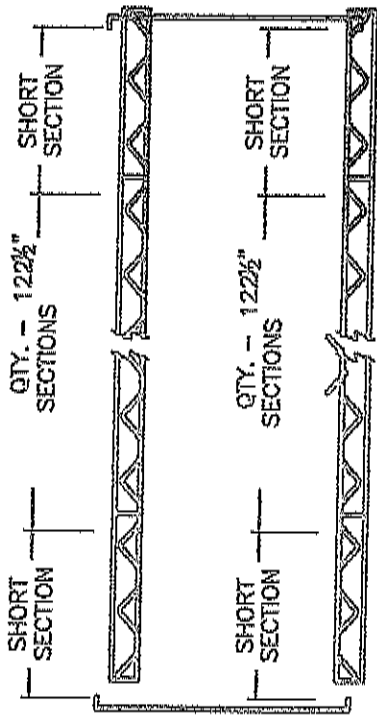
Crown International Steel Buildings

Trough Method (original method)

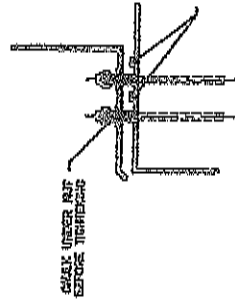
Compare to alternatives



OPTION 2: BASEPLATE CONNECTOR

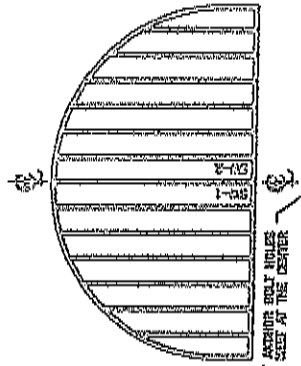
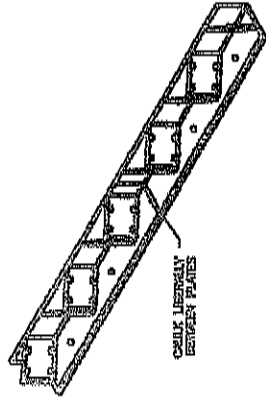


DETAIL A
(ARCH BASEPLATE LAYOUT)

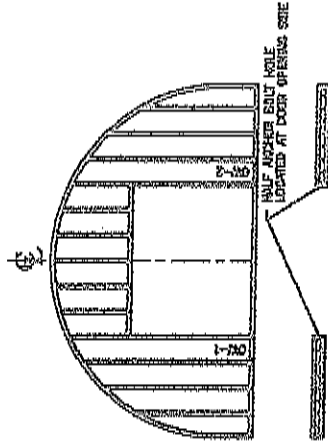


IT IS CRUCIAL THAT 2 STRIPS OF BUTYL TUBERED TYPIC GASKETS (CUSTOMER SUPPLIED) BE PLACED UNDER THE BASEPLATE AND ENDWALL COLLECTOR EVERY 12" ON EACH SIDE OF ANCHOR BOLTS AND WHERE THE BASEPLATE CONNECTOR MEET.

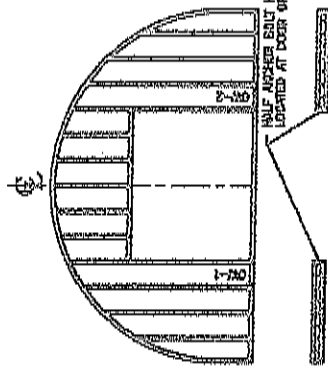
DETAIL B
(CAULKING BASEPLATE)



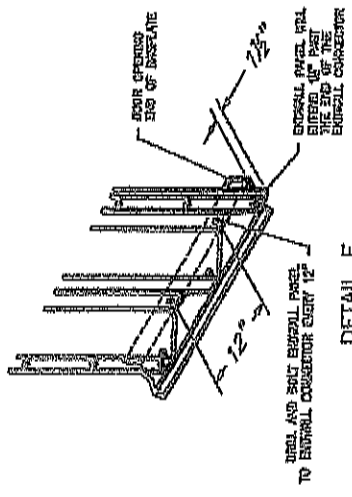
DETAIL C
(*SOLID ENDWALL CONNECTOR)



DETAIL D
(*OPEN ENDWALL CONNECTOR)



DETAIL E
(ATTACHING ENDWALL PANELS)



DETAIL F
(ATTACHING ENDWALL PANELS)


PORTABLE BASEPLATE
DETAILS

--- COLORED R-PANEL ENDWALLS DO NOT USE THIS ANCHORING SYSTEM. FOR COLORED R-PANEL ENDWALLS REFER TO LAYOUT DRAWINGS FOR BASE ANGLE ANCHOR BOLTS

SCALE: NTS SHEET: OF
REFERENCE ONLY

Accessories

for steel arch buildings

	Retail	Your Price	Overhead/Roll-up Doors	Retail	Your Price
121" Roof Skylights (not for live load over 40psi, not for S20 or S25)	\$680.99	\$484.55	8' x 8'	\$2,084.99	\$1,176.61
4' Endwall Skylights	\$420.99	\$262.49	8' x 10'	\$2,149.99	\$1,310.60
8' Endwall Skylights	\$576.99	\$357.39	9' x 12'	\$2,214.99	\$1,439.87
Window Frames			10' x 10'	\$2,175.99	\$1,397.86
Endwall 36" x 48"	\$1,326.62	\$694.62	10' x 12'	\$2,253.99	\$1,497.77
Sidewall 41" x 36"	\$1,303.70	\$887.79	10' x 14'	\$2,344.99	\$1,588.76
Service Doors			12' x 10'	\$2,292.99	\$1,562.76
Endwall 3' x 8' Steel Insulated Walk Door	\$1,348.47	\$1,009.99	12' x 12'	\$2,344.99	\$1,699.26
Sidewall Service Door 3' x 7'	\$2,186.01	\$1,529.99	12' x 14'	\$2,409.99	\$1,951.46
3' x 7' Frame Kit Only	\$420.99	\$281.44	14' x 14'	\$2,682.99	\$2,115.26
Turbine Vent and Adapter Kit	\$807.20	\$605.69	14' x 16'	\$2,799.99	\$2,232.26
12" O.D. Vent Adapter Only	\$516.33	\$386.00	ALSO AVAILABLE IN INSULATED DOOR (add \$195.00 per door). Other sizes are available. Please call for a quote. \$195-260 drop ship charge for each door.		
Overhead Door Frames	\$25.99	\$19.49	Electric Openers		
Call for a Quote:			14' or less wide x 10' high	\$1,499.99	\$1,008.76
Arch U-Channel			14' or less wide x 12' high	\$1,499.99	\$873.76
Not permitted in area greater than 30lbs. live load			Over 14' wide x 10' high	\$1,720.99	\$1,107.76
1 1/2 gauge (models up to 34' w), 12 gauge (models 35'-49' w)			Width x 14' or 16' high	\$2,019.99	\$1,380.76
Base Plate			Insulation		
Used for 30lbs. live load and over			2" R-7 w/vapor barrier	\$0.99	\$0.69
Mandatory for buildings on stemwall			3" R-10 w/vapor barrier	\$1.09	\$0.77
Colored Endwalls			4" R-13 w/vapor barrier	\$1.26	\$0.90
Available in Lightstone, Polar White, Hawaiian Blue, Sahara Tan, Pearl Gray			6" R-19 w/ vapor barrier	\$1.68	\$1.20
			R-29 Simple Saver System	\$2.20	\$1.81
			FOIL* w/foil facing	\$1.94	\$0.91
			FOIL* Class A White	\$2.07	\$0.98
					
			FOIL* insulation does not require pin/washer system! ALL STEEL BUILDINGS WILL SWEAT, except in extremely dry climates. Vapor Barrier PREVENTS building from sweating. (Additional freight charges will apply)		
			Insulation Pin/Washer	\$1.29	.90

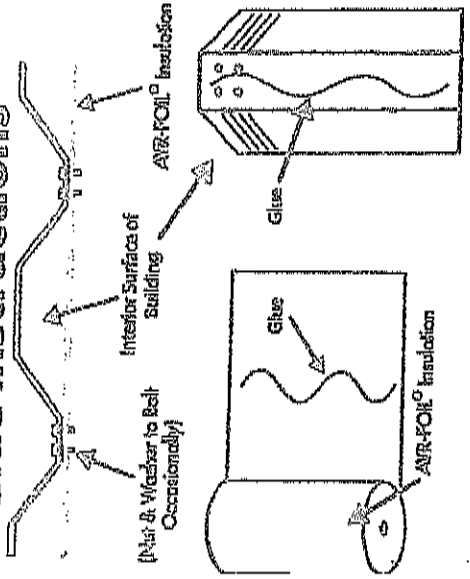
Great Solution for Arch Buildings! No Pins Needed!

Instructions: (In addition to the insulation guide you might want to consider the following method)

GLUE:


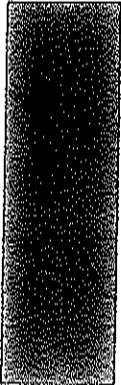


- 1- Use "Liquid Nails" for Projects and Construction" (comes in caulking gun size). It is very inexpensive. Use about 7 or 8 tubes per roll of insulation.
- 2- Apply glue to building material as seen in diagram. Push insulation through protruding bolts. We suggest an occasional washer (available at local hardware store) and one of the excess bolts provided by the building manufacturer be used to help hold insulation in place while the glue cures. Hand tighten bolts only.
- 3- Press insulation against building to insure contact with the glue, then tape all seams with the tape provided.
- 4- Any tear that might occur in the insulation can be easily repaired with the matching tape. Remember it is advisable to glue to the high sections of the inside corrugation, this provides a flat interior surface and the air space on the outside curve adds to the insulating value.
- 5- This type insulation also acts as a vapor barrier helping prevent moisture on the inside of your building. Any areas of the building you fail to insulate will not be protected from moisture.

Glue Instructions



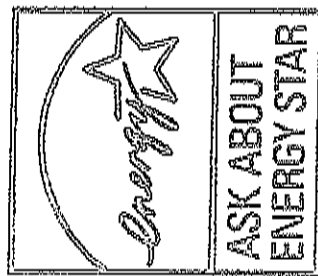
Add Color to your Building!

(Optional) Factory Endwalls Run Vertically

Endwalls	Trim	Arches
<p>LIGHTSTONE</p> <p>POLAR WHITE</p>  <p>FERN GREEN</p>	 <p>BURNISHED SLATE</p> <p>POLAR WHITE</p>  <p>FERN GREEN</p>	<p>LIGHTSTONE</p> <p>POLAR WHITE</p>  <p>FERN GREEN</p>

Reduce your energy usage by adding ENERGY STAR® approved color! Adding color to your trim, arches or endwalls creates an attractive, customized look while saving money and the environment.

Crown International Steel Building Systems® uses Alzo Nobel CERAM-A-STAR® 1050 Cool Chemistry® coating with a 40 year warranty.



Optional - Factory Colored Endwalls Available in A, P and S models Only. Actual color may vary slightly from color samples shown. If color choice is critical, request a color sample. Because of changing trends in color popularity, the colors illustrated are subject to change without notice.



High Performance Insulation

The Cold Facts of Insulation

July 2009 Volume 2, Issue 2

NOFP Introduces Solex and SolexLT

SOLEX SOLEXLT

APPLICATIONS:

- POST FRAME
- METAL BUILDINGS
- LIVESTOCK
- WORKSHOPS
- SELF STORAGE
- METAL ROOFS

FEATURES / BENEFITS:

- ECONOMICAL
- LABOR SAVING
- SEAM TAPING SEAM
- ENERGY SAVING
- FAST/EASY INSTALLATION

NOFP is proud to introduce two new reflective radiant barrier insulation products, Solex and SolexLT. NOFP engineered Solex as an economical alternative to reflective bubble, but with high quality facings that provides a cleaner finished final appearance. Solex products combine both a reflective radiant barrier and an integrated vapor retarder, making them the perfect choice for post frame applications. The core of the product is made of a solid layer of a flexible proprietary foam designed especially for NOFP that provides excellent insulation characteristics in a moisture proof design. The core of SolexLT is 1/8" thick while Solex comes standard at 1/4" providing additional insulation value.

Solex Products can be used for new construction as well as retrofit in a variety of applications, such as post frame, horse, dairy or livestock buildings as well as for finished walls, building insulation, condensation control, and as a thermal break and vapor barrier. In addition, a white woven facing option allows for a durable wash-down finish not available with any other product.

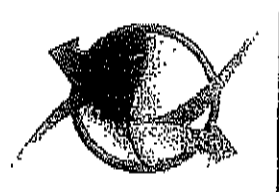
The Solex family also has a 1" self sealing tape option that helps decrease installation time as well as provide a stable finished seam. To aid installation, NOFP has taken the customer's needs into consideration and increased the overall roll width to 50" allowing for a 2" overlap seam.

Available Sizes:		Available Facings for Solex / SolexLT:	
Solex	4' x 125'	Reflective / Reflective	• Foil / Foil
		White Woven / Reflective	• White Woven / Foil

Assembly R Values . . .

An R-Value of up 14 can be achieved in a downward heat-roof application with an airspace. In addition many other R-Values can be obtained depending on installation technique and product use. Contact NOFP for complete details on Assembly R-Values.

*R Value means resistance to heat flow and depends on how Solex is installed. The higher the number the greater the insulating power.

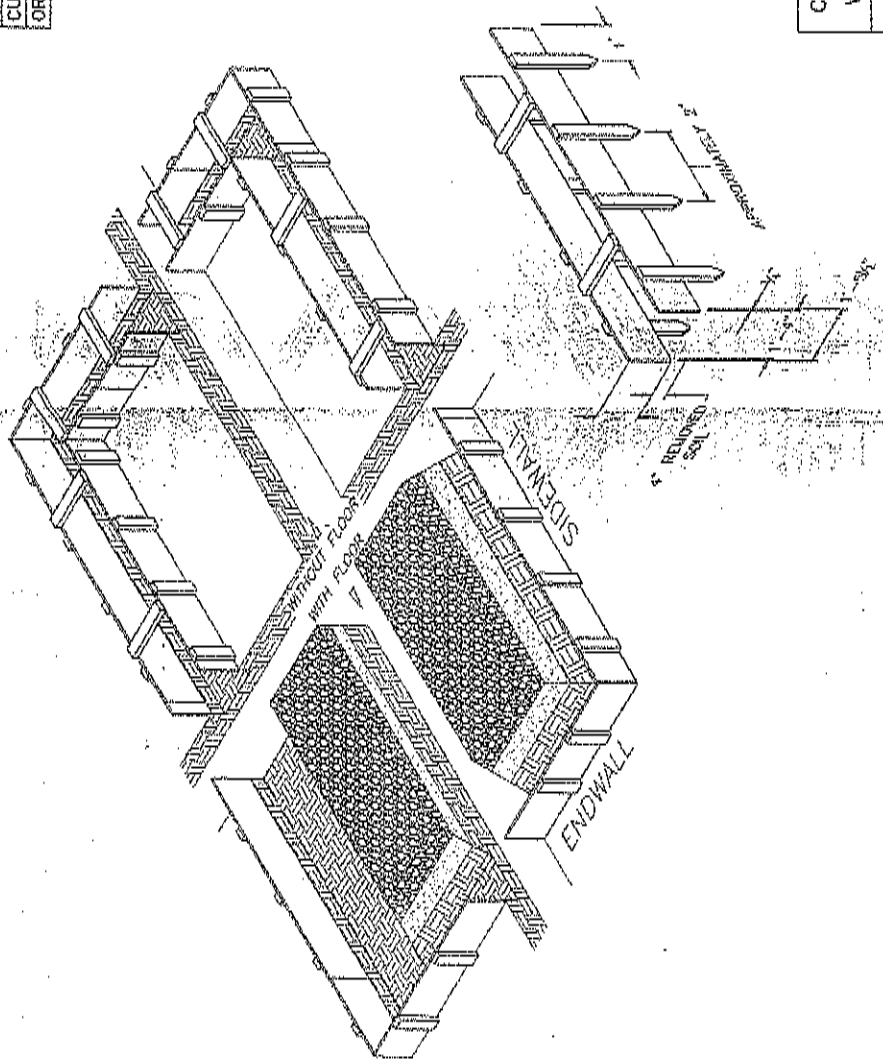


- Pricing
- Technical specifications
- Uses/applications
- Installation instructions
- Competitive product comparison
- Features
- Benefits
- Samples

MODEL: A40-16

CUST. NAME: PARADISE PARK CHURCH

ORDER NUMBER: 89774



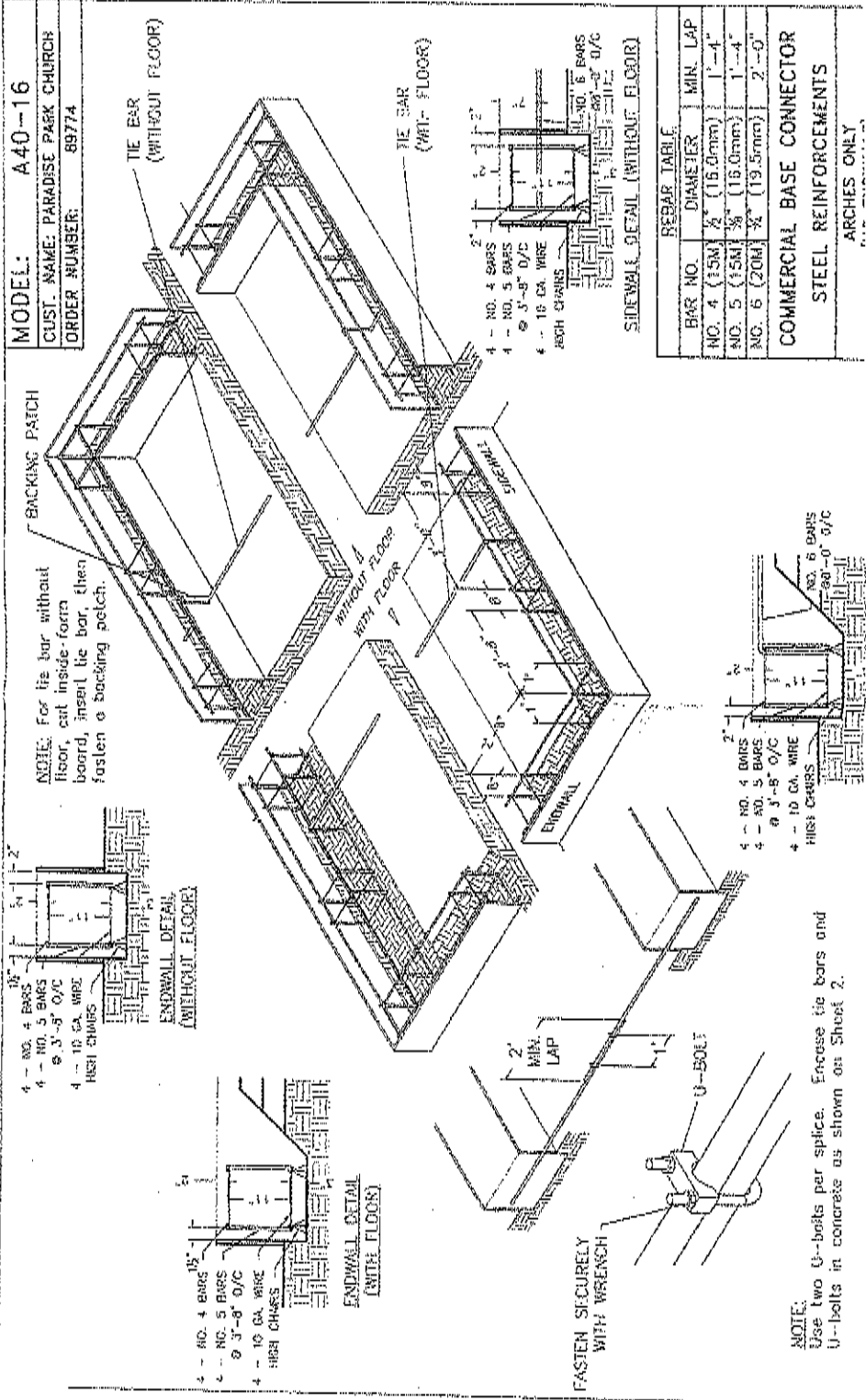
COMMERCIAL BASE CONNECTOR
WOODEN FORM ARRANGEMENT

ARCHES ONLY
(NO ENDWALLS)

WITHOUT FLOOR FORM DETAIL

NOTES: REINFORCING STEEL NOT
SHOWN TO CLARIFY

MODEL: A40-16
 CUST. NAME: PARADISE PARK CHURCH
 ORDER NUMBER: 89774



REBAR TABLE			
BAR NO.	DIAMETER	MIN. LAP	
NO. 4 (15M)	1/2" (12.5mm)	1'-4"	
NO. 5 (15M)	3/8" (11.9mm)	1'-4"	
NO. 6 (20M)	1/2" (12.5mm)	2'-0"	

COMMERCIAL BASE CONNECTOR
 STEEL REINFORCEMENTS
 ARCHES ONLY

NOTE: For tie bar without floor, cut inside-form board, insert tie bar, then fasten & backing patch.

4 - NO. 4 BARS
 4 - NO. 5 BARS
 @ 3'-8" O/C
 4 - 10 GA. WIRE
 HIGH CHAIRS

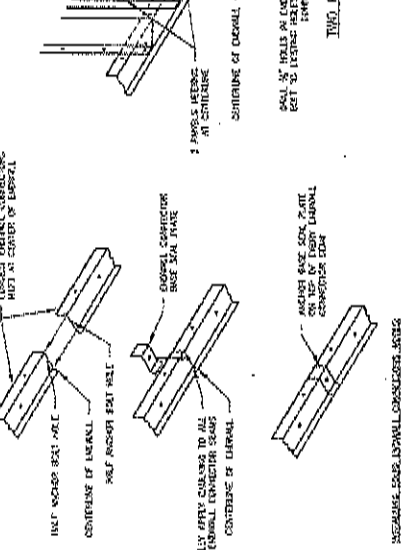
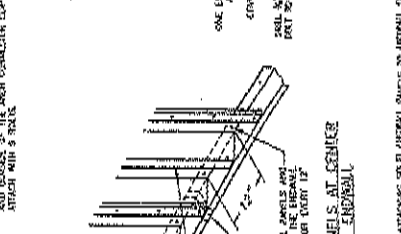
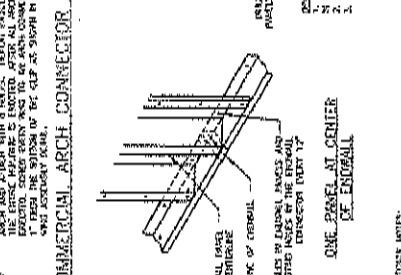
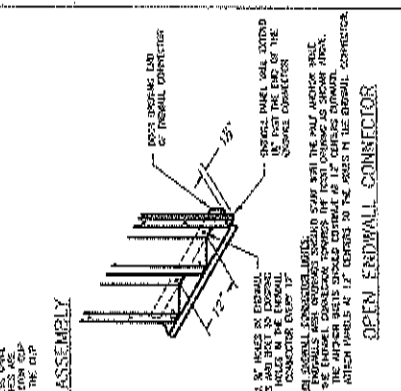
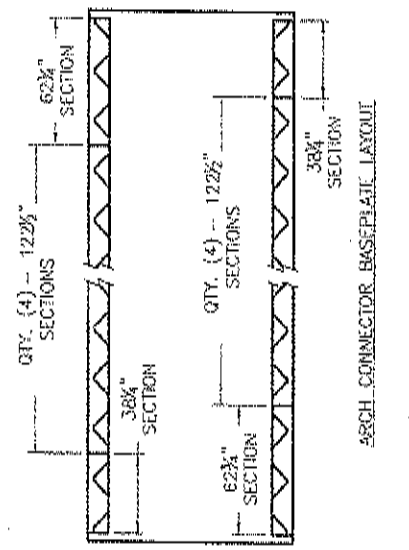
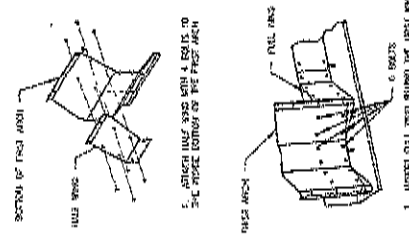
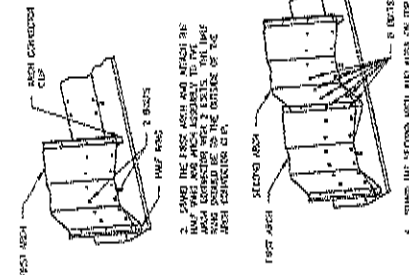
4 - NO. 4 BARS
 4 - NO. 5 BARS
 @ 3'-8" O/C
 4 - 10 GA. WIRE
 HIGH CHAIRS

4 - NO. 4 BARS
 4 - NO. 5 BARS
 @ 3'-8" O/C
 4 - 10 GA. WIRE
 HIGH CHAIRS

4 - NO. 4 BARS
 4 - NO. 5 BARS
 @ 3'-8" O/C
 4 - 10 GA. WIRE
 HIGH CHAIRS

NOTE:
 Use two U-bolts per splice. Encase tie bars and U-bolts in concrete as shown on Sheet 2.

MODEL: A40-16
 CUST. NAME: PARADISE PARK CHURCH
 ORDER NUMBER: 89774



NOTE: ARCH CONN. CUP IS TO BE USED IN ALL ARCHES.
 1. THE ARCH CONN. CUP IS TO BE USED IN ALL ARCHES.
 2. THE ARCH CONN. CUP IS TO BE USED IN ALL ARCHES.
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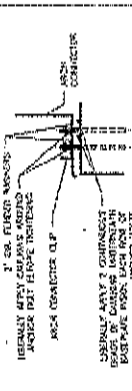
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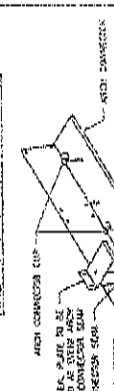
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MODEL: A40-16
CUST. NAME: PARADISE PARK CHURCH
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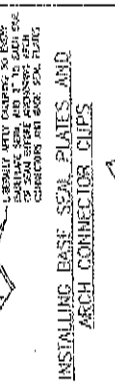
SEE SHEET 5 FOR ARCH CONNECTOR BASEPLATE LAYOUT



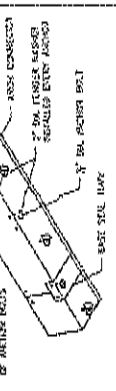
CALLING UNDER ARCH CONNECTORS AND ANCHOR BOLT HOLES



INSTALLING BASE SEAL PLATES AND ARCH CONNECTOR CLIPS



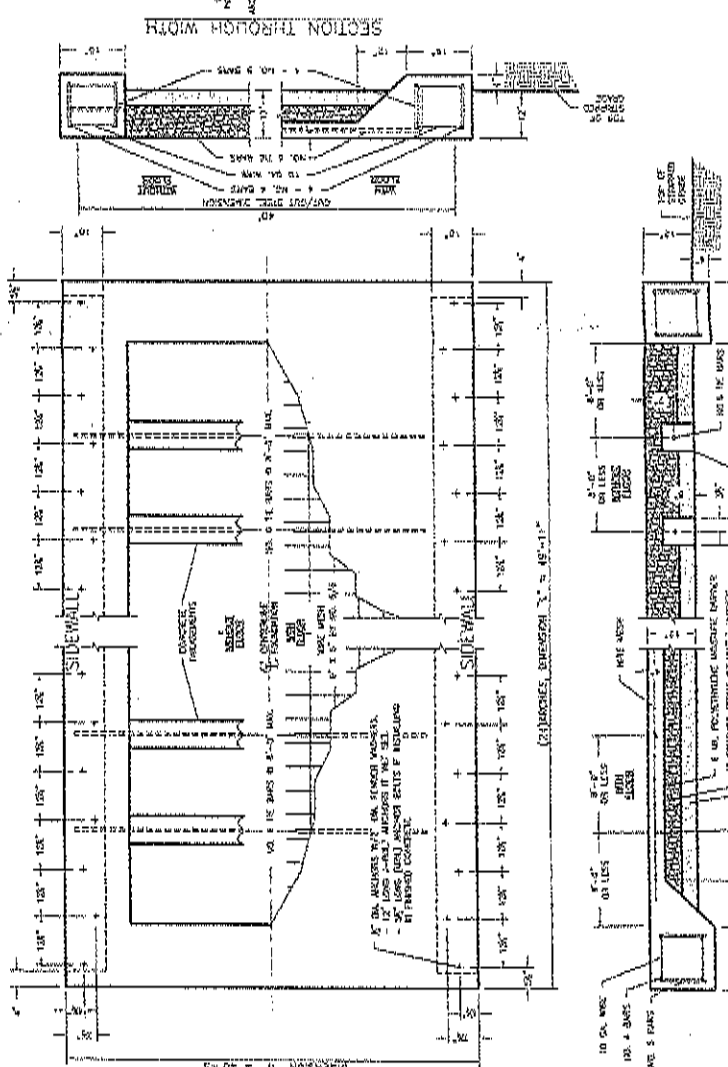
COMMERCIAL ARCH CONNECTOR ASSEMBLED AND READY FOR ARCHES

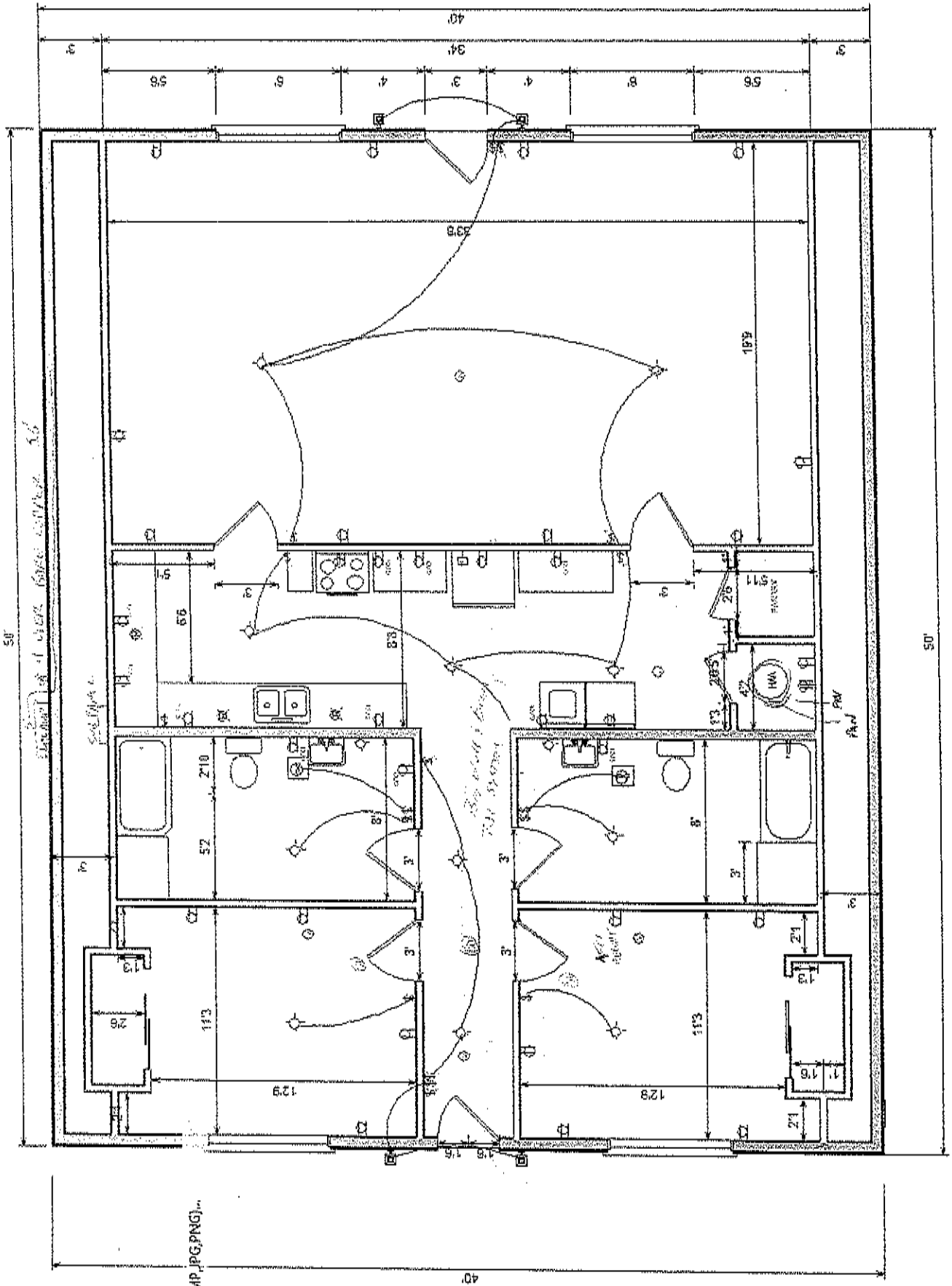


COMMERCIAL BASE CONNECTOR

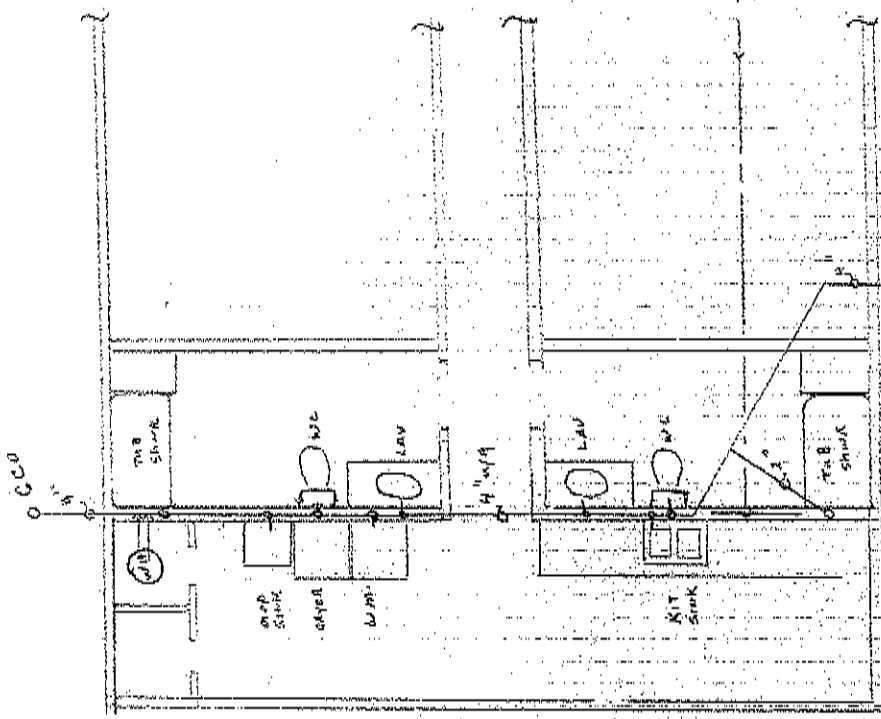
GENERAL ASSEMBLY

The foundation shown may not conform to your local by-laws and has no warranty as to its sufficiency for your particular area and or application. Retain a registered professional engineer to design a foundation which meets local by-laws and frost level requirements (if applicable), is adequate for soil conditions on the site, and conforms to the intended use of the building. The engineer should also be retained to inspect construction to ensure that the foundation is being built in conformity with his design, if the design engineer requires, retain a soils engineering specialist to report on soil conditions and soil compaction values.





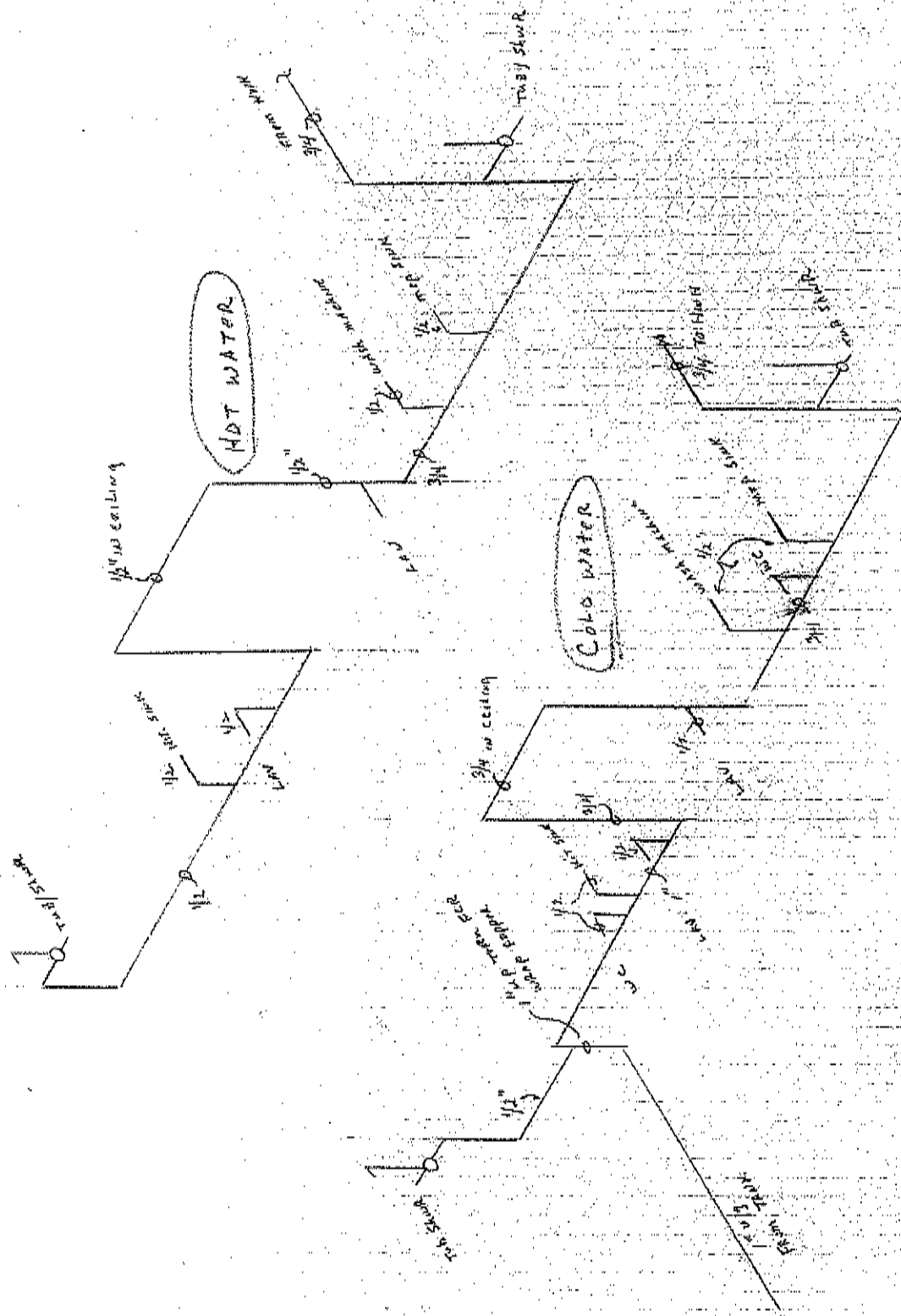
Picture (BMP, JPG, PNG)...

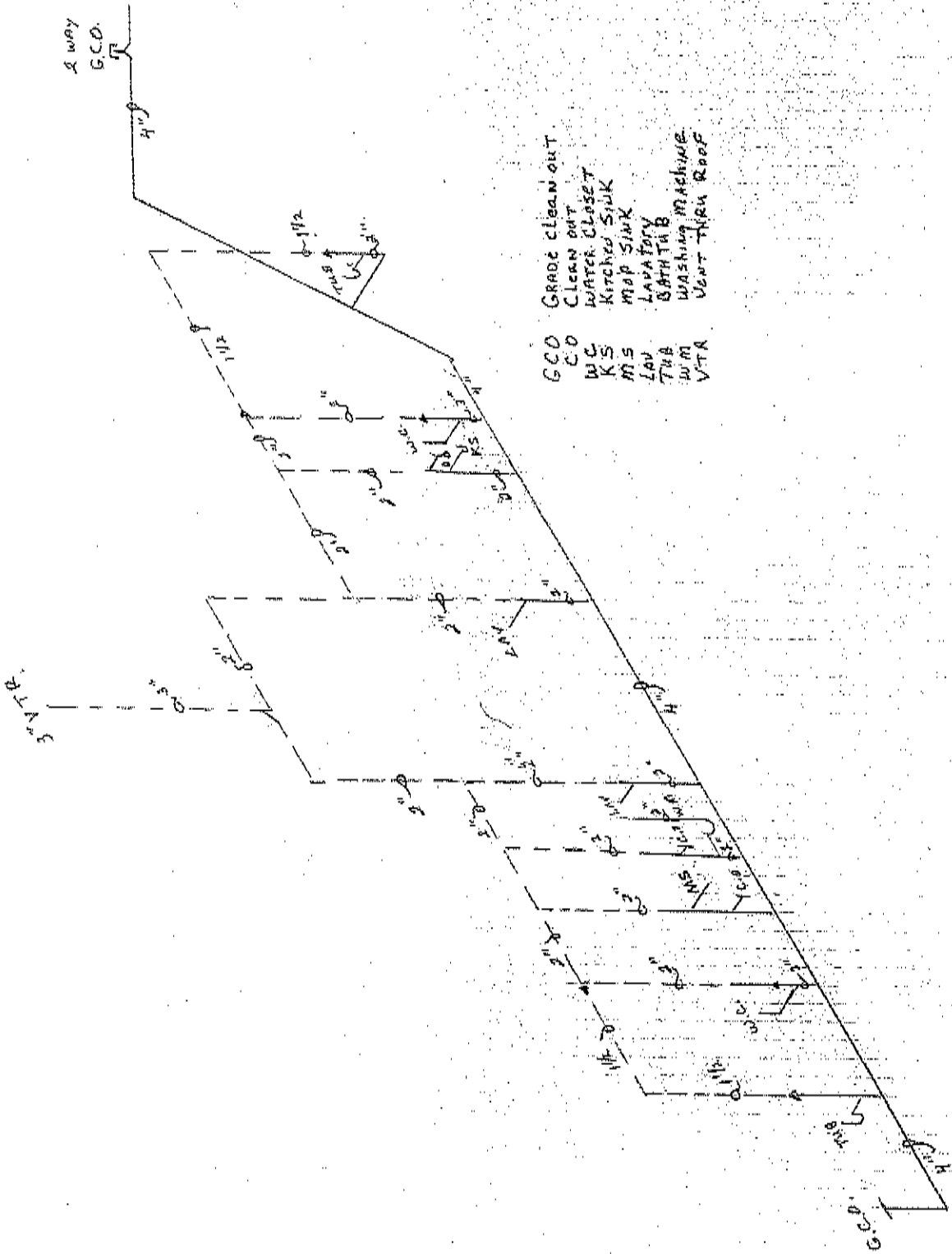


See ISOMETRIC
FOR LAYOUTING

1/2" W FROM TANK
SEE ISOMETRIC FOR
CONNECTIONS

TO SEPTIC





- G.C.O. GRADE CLEAN OUT
 C.O. CLEAN OUT
 W.C. WATER CLOSET
 K.S. KITCHEN SINK
 M.S. MOP SINK
 LAV. LAVATORY
 TUB BATH TUB
 W.M. WASHING MACHINE
 V.T.R. VENT THROUGH ROOF

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Assessor

Date/Signature: Judith A. Bendw 11/27/17

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

Request approval to create Systems Administrator position (Range 48) to be funded with savings from cancellation of contract for Professional Services. This change will not affect the budget nor cost the County or Assessor additional funds.

Request approval to fill Valuation Coordinator II position (Range 29) to be funded with existing position(s) salary savings from budgeted funds for the remainder of the fiscal year. Filling this position will not affect the budget nor cost the County or Assessor additional funds.

BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature [Handwritten Signature]

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials [Handwritten Initials]

APACHE COUNTY ASSESSOR

Rodger Dahomy



P.O. Box 770
75 West Cleveland St.
St. Johns, AZ 85936
(928) 337-7624
Fax (928) 337-3386

Systems Administrator Position

PRO: This position is critical to the day to day operations of the Assessor's office. It is important that the functions of this position be independent of an appointed position for continuity and long-term success going forward.

PRO: The nature of work performed is complex in nature and takes several years to master proficiency. By creating a separate position, the foundation for proficiency, continuity, continuous process improvement, quality assurance, and return on investment is assured.

PRO: This position will directly support the Mission and Vision of the Assessor's Office.

CON: Without the creation of a separate permanent position, the Assessor's office will be at a high risk of not meeting statutory requirements and deadlines going forward.

CON: If forced to fulfill the duties of this position with untrained personnel, the timeliness and quality of work product produced will diminish. The strides and accomplishments of the Assessor's office realized over the past 3 to 4 years will erode over time.

Valuation Coordinator II Position

PRO: This position is needed to administer statutorily mandated property tax relief programs; i.e. Individual, Organization and Religious Exemptions, Property Valuation Protection Options for Seniors, and Property Tax Deferral programs.

PRO: For the last 3 years property tax relief programs have been administered by temporary employees with little or no experience and/or training. The quality of services provided to the public have diminished. By filling this position, services to the public will be improved. The position will be held accountable for improving tax payer services and will be measured annually.

PRO: This position will directly support the Mission and Vision of the Assessor's Office.

CON: Without a permanent position, the Assessor's office will struggle to effectively administer property tax relief programs required to serve the property owners Apache County.



TBD

SYSTEMS ADMINISTRATOR
Assessor's Office

Effective Date: 11-21-2017
Range: 48
Annual Salary: \$41,492-\$62,238

NATURE OF WORK:

Under general direction performs work of considerable difficulty managing Assessor computer operations, calendar of events and ancillary programs. Directs and supervises the day to day functions of the Assessment, Systems Administration and Customer Service functions; performs related work as assigned.

TYPICAL DUTIES: (Illustrative Only)

- Directs the work and measures the performance of Assessment, Systems administration and Customer Service functions.
- Work directly with Assessor, Chief Deputy Assessor, Computer Assisted Mass Appraisal vendor, internal and external business partners to assure system administration and property valuation functions are completed accurately and on time.
- Maintain necessary system tables for all property types, valuation methods, property tax relief programs including tax authorities, tax area codes and tax rates.
- Prepare, process and deliver all required electronic files and reports as required by statute and the Arizona Department of Revenue. Maintain effective working relationships with all pertinent agencies and Arizona Counties.
- Provide accurate data processing support and quality assurance to deliver all statutorily mandated Notices of Value, Abstracts of Assessment, Levy Limit calculations, Tax Statements and Tax Abstracts to appropriate taxing entities and/or property owners.
- Act as single point of contact with the Arizona Department of Revenue for Centrally Valued Property. Accept, validate and load Centrally Valued Property data annually.
- Analyze, implement and train legislative changes affecting Assessor operations. Maintain policies and procedures resulting from said changes.
- Performs various audits, computer studies and analysis.
- Develops and implements training, policies and procedures and provides guidance to employees in data entry procedures.
- Participates in the preparation of the department's budget.
- Manages and leads projects of varying scopes.

KNOWLEDGE, SKILLS, AND ABILITIES:

Considerable knowledge of:

- Principles, practices and techniques of all property assessment disciplines affecting all property types including Centrally Valued Property that is valued by the Arizona Department of Revenue.
- Statutes and guidelines affecting property assessment, legal decisions handed down by the courts, guidelines and procedures published by the Arizona Department of Revenue.

- Principles and practices of positive supervision, project management and general business management.
- Arizona Revised Statutes affecting Assessor and Treasurer operations.

Ability to:

- Manage multiple projects and meet specific deadlines.
- Analyze and evaluate complex property and statistical data and suggest appropriate actions.
- Coordinate the work flow of others.
- Analyze workflows and recommend processes to improve efficiencies and measure performance.
- Develop, maintain and implement policies and procedures.
- Prepare and maintain complex reports and records.
- Work safely and support the culture of workplace safety.
- Establish and maintain effective working relationships with employees, county departments, other agencies and the public.
- Follow written and verbal instructions.
- Communicate effectively orally and in writing.

Skill In:

- Developing and maintaining positive relationships with a culturally diverse client population.
- Evaluating program outcomes and developing appropriate solutions to problems.
- Interpret complex federal, state and local regulations and guidelines.

EXPERIENCE AND EDUCATION:

High school diploma or bachelor's degree in business administration.

Five years of progressively responsible work experience in property assessment including two years of supervisory experience; OR, any combination of education, training and experience which demonstrates the ability to perform the duties of the position preferred.

Must possess Level II certification for property assessment from the Arizona Department of Revenue (or be able to gain licensure within 1 year of hire). **International Association of Assessing Officers (IAAO) or Appraisal Institute designation preferred.**

Possession of a valid Arizona driver's license (or ability to obtain one within 12 months).

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

Submitter's Name: Assessor

Date/Signature: Quentin C. Bendin 11/27/17

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

Request approval to create Systems Administrator position (Range 48) to be funded with savings from cancellation of contract for Professional Services. This change will not affect the budget nor cost the County or Assessor additional funds.

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BOS Meeting Date Requested December 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature [Handwritten Signature]

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

APACHE COUNTY ASSESSOR

Rodger Dabovny



P.O. Box 770
75 West Cleveland St.
St. Johns, AZ 85936
(928) 337-7624
Fax (928) 337-3386

Systems Administrator Position

PRO: This position is critical to the day to day operations of the Assessor's office. It is important that the functions of this position be independent of an appointed position for continuity and long-term success going forward.

PRO: The nature of work performed is complex in nature and takes several years to master proficiency. By creating a separate position, the foundation for proficiency, continuity, continuous process improvement, quality assurance, and return on investment is assured.

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PRO: This position will directly support the Mission and Vision of the Assessor's Office.

CON: Without a permanent position, the Assessor's office will struggle to effectively administer property tax relief programs required to serve the property owners Apache County.



VALUATION COORDINATOR II
Assessor's Office

Effective Date: 11-27-2017

Range: 29

Annual Salary: \$25,954-\$38,932

NATURE OF WORK:

Under general supervision, performs administrative tasks of a complicated nature involving interpretation and application of policies, practices and state statutes. Provides input to office procedures, rules and regulations. Performs other tasks as required.

TYPICAL DUTIES: (Illustrative Only)

- Manage Individual, Organization and Religious Exemption programs and statutes, including the review and processing of new and renewal applications.
- Manage Property Valuation Protection Options for Seniors, including the review and processing of new and renewal applications.
- Manage Property Tax Deferral program. Coordinate tax deferrals with Apache County Treasurer.
- Calculate taxable and non-taxable full cash value and limited property value.
- Assist the public in researching deeds and ownership of property.
- Participates in special projects as required.
- Cross trained to process transfers of ownership, splits and/or combinations.
- Answers incoming phone calls and assists the front counter.
- Scan and initiate workflow for Assessor functions, protests, business personal property statements and incoming mail.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of public relations and customer service.
- Skills in the use of Access, Excel, Word and Outlook.
- Ability to work independently while following verbal and written instructions; communicate effectively; maintain effective working relationships with co-workers; and supervisors. Respect and follow policies of the department.
- Ability to research and interpret Arizona State Statutes. Provide recommendations for process improvement and efficiencies.
- Ability to be a team player, responsible and detail-oriented.
- Ability to demonstrate a friendly demeanor in the face of adversity; a positive attitude is a must.
- Ability to thrive in a flexible environment with changing priorities.

EXPERIENCE EDUCATIONAL REQUIREMENTS:

High School Diploma with 1-2 years of office experience preferred.

Apache County



Office of the Assessor

Honorable Rodger Dahozy

Mission Statement

To be responsive to our citizens, delivering accurate and fair property assessments annually, while inspiring confidence in local government.

Our Vision

- To be leaders in property tax valuation and administration.
- To provide superior customer service and transparency in the eyes of our citizens, communities and employees.
- To provide innovative cost-effective solutions.

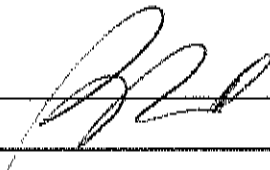
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

11/27/17 

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

Discussion and possible recommendation approval of Liquor License Application #10013024 for Rhonda Tilton, Dollar General #17515, 5 County Road 823 South, Concho, Arizona.

BOS Meeting Date Requested Dec 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials RP



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

AFFIDAVIT OF POSTING

Date of Posting: 11.6.17 Date of Posting Removal: 11.28.17

Applicant's Name: Tilton Rhonda
Last First Middle

Business Address: 5 County Rd 823 S. Concho, AZ 85936
Street City Zip

License #: 10013024

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

DALE HAUSER AIDE (928)337-7531
Print Name of City/County Official Title Phone Number

Dale Hauser 11.28.17
Signature Date Signed

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

DATE OF POSTING: 11.6.17

**NOTICE REGARDING LIQUOR LICENSE
APPLICATION FOR:**

**Rhonda Tilton, Dollar General Store #17515, County
Road 823 S., Concho, Arizona 85924.**

Any person who is a bona fide resident residing, owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, may file written arguments in favor of or opposed to such issuance with the Clerk of the Board of Supervisors within twenty days after the date of posting. No arguments shall be filed or accepted by the Clerk thereafter.

Written arguments in favor of or opposed to should be mailed to:

**Ryan Paterson, Interim Clerk
APACHE COUNTY BOARD OF SUPERVISORS
P.O. BOX 428
ST. JOHNS, ARIZONA 85936
(928) 337-7503**

Recommendation to the State Liquor Board regarding the application will be made December 5, 2017 at 8:30 a.m. by the Apache County Board of Supervisors, 75 West Cleveland, St. Johns, Arizona.

JOE SHURLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Globe, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
DISTRICT II
P.O. Box 994, Globe, AZ 86505

DOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2003



RYAN PATTERSON
INTERIM MANAGER-CLERK
ST. JOHNS, AZ 85936

November 2, 2017

Dollar General
Rhonda Tilton
100 Mission Ridge
Attn: Tax Department
Goodlettsville, TN 37072

Dear Ms. Tilton:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, ~~December 5, 2017 at 8:30 a.m.~~ The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

Beth Bond
Assistant Clerk of the Board



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 WASHINGTON 5th FLOOR
PHOENIX, AZ. 85007-2934

F A X C O V E R S H E E T

DATE: 11/7/2017

TIME: 2:40 PM

TO: Annell Hounshell
CITY CLERK OF THE BOARD
COUNTY OF APACHE

PHONE: 928-337-7550
FAX: 928-337-2771

FROM: CYNTHIA ABRIGO
Customer Service Representative

PHONE: (602) 364-0674
FAX: (602) 542-5707

RE: AMENDMENT FOR PENDING LIQUOR LICENSE 10013024

NO. OF PAGES INCLUDING COVERSHEET: 2

Message

Good Afternoon,

Attached is requested amendment Section 10, questions 1 and 2 regarding nearest church and school.

Liquor License No. 10013024

Agent: Rhonda Marie Tilton

Ownership: DG Retail, LLC

DBA: Dollar General Store #17515

Business Location Address: 5 CR 823 S. Concho, AZ 85924

If you have any questions or concerns, please contact me at 602-364-0674 or by e-mail cynthia.abrigo@azliquor.gov. Thank you.

1. Distance to nearest School: 14.24 miles Name of School: Concho Elementary School
 (if less than one (1) mile note footage) Address: 6 Country Road 5101, Concho, AZ 85924

2. Distance to nearest Church: 14.27 miles Name of Church: The Church of Jesus Christ of Latter-Day Saints
 (if less than one (1) mile note footage) Address: 34 Cinder Dr., Concho, AZ 85924

SECTION 11 Business Financials A.R.S. §4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors:

Name: _____
 Address: _____
Street State Zip

AMENDMENT

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ _____

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?

Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?

Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous

Non-Contiguous within 30 feet

1. Is your licensed premises now closed due to construction, renovation or redesign or rebuild?

Yes No If yes, what is your estimated completion date? _____/_____/_____

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.



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

**Local Governing Body Recommendation
 A.R.S. § 4-201(C)**

1. City or Town of: _____ Liquor License Application #: _____
(Circle one) (Arizona application #)

2. County of: _____ City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The _____ at a _____ meeting held on the _____ of _____
(Governing body) (Regular or special) (Day) (Month) (Year) considered the application of _____
(Name of applicant)

for a license to sell spirituous liquor at the premises described in application _____
(Arizona liquor license application #)

for the license series #: type _____ as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)
 to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
 for _____
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ on _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk) _____
(Signature of city, town or county clerk)



17 OCT 24 Lic. Lic. # 10613024

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

DLIC USE ONLY
License # 10613024
Date Accepted: 10-23-17
CSR: C.A.

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 Type of License

- Interim Permit
New License
Person Transfer
Location Transfer (series 6, 7 and 9)
Probate/ Will Assignment/ Divorce Decree (No fees)
Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
Individual
Partnership
Corporation
Limited Liability Co
Club
Government
Trust
Tribe
Other (Explain)

THIS COPY NOT REDACTED NOT FOR PUBLIC DISSEMINATION

RECEIVED
OCT 30 2017
Bureau of Liquor Licenses and Control

SECTION 3 Type of license

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application)
A.R.S. § 4-206.01(G), (H), (I) & (L)
Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies)
A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.):
2. LICENSE # (if issued): 10613024

SECTION 4 Applicants

- 1. Agent's Name: Tilton Rhonda Marie
2. Applicant/Licensee Name:
3. Business Name (Doing Business As-DBA): Dollar General Store # 17515
4. Business Location Address:
5. Mailing Address:
6. Business Phone: Daytime Contact Phone:
7. Email Address:

8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? Apache County

Fees: \$100 Application \$ Interim Permit \$ Site Inspection \$ Finger Prints \$ Total of All Fees \$100
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? Yes No

17 OCT 23 Lic. Lic. PM 4 04
17 SEP 23 Lic. Dept PM 12:14



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

DLLC USE ONLY	
License #	10013004
Date Accepted:	10/23/17
CSR:	CA

Application for Liquor License
Type or Print with Black Ink

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

SECTION 1 Type of License

- Interim Permit
- New License
- Person Transfer
- Location Transfer (series 6, 7 and 9)
- Probate/ Will Assignment/ Divorce Decree (No Fees)
- Seasonal

SECTION 2 Type of Ownership

- J.T.W.R.O.S.
- Individual
- Partnership
- Corporation
- Limited Liability Co
- Club
- Government
- Trust
- Tribe
- Other (Explain) _____

SECTION 3 Type of License

- Add Sampling Privilege for Series 9 and 10 only (Complete Sampling Privilege application A.R.S. § 4-206.01 (G), (H), (I) & (L))
- Add Growler privileges (restaurant, series 12, license only. 300-foot restriction applies) A.R.S. § 4-207(A) & (B)

1. Type of License (restaurant, bar etc.): Series 10 2. LICENSE # (if issued): 10013004

SECTION 4 Applicants

1. Agent's Name: Tilton Rhonda Marie
Last First Middle
2. Applicant/Licensee Name: DG Retail, LLC
(Ownership name for type of ownership checked on section 1)
3. Business Name (Doing Business As-DBA): Dollar General Store #17515
4. Business Location Address: 5 CR 823 S. Concho AZ 85924 Apache
(Do not use PO Box) Street City State Zip Code County
5. Mailing Address: 100 Mission Ridge Attn: Tax Dept. Goodlettsville TN 37072
(All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 928.532.0486 Daytime Contact Phone: 585.694.8806
7. Email Address: tax-beerandwinelicense@dollargeneral.com
8. Is the Business located within the incorporated limits of the above city or town? Yes No
If you checked no, in what City, Town, County or Tribal/Indian Community is this business located? _____

Fees: <u>\$100</u>	<u>0</u>	Department Use Only	<u>Correct</u>	<u>\$100.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
Is Arizona Statement of Citizenship & Alien Status for State Benefits complete?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 5 Background Check

EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. If the applicant is an entity, not an individual, answer questions 1a-b.

a) Date Incorporated/Organized: 7/15/2005 State where Incorporated/Organized: TN

b) AZ Corporation or AZ LLC File No: R12264236 Date authorized to do business in AZ 9/1/2005

2. List any individual or entity that own a beneficial interest of 10 % or more and/or controls the license. If the applicant is owned by another entity, attach an organizational chart showing the ownership structure. Attach additional sheets as needed to disclose any controlling person, member, shareholder or general partner who owns a beneficial interest of 10 % or more of the license.

Last	First	Middle	Title	%Owned	Mailing Address	City	State	Zip
DG Promotions, Inc.			Member	100%	100 Mission Ridge	Goodlettsville	TN	37072

(Attach additional sheet if necessary)

SECTION 6 Interim Permit

If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01 For approval of an interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S.§4-203.01 (A)

1. Enter license number currently at the location: _____

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

I, (Signature) _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

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

NOTARY	
State of Arizona	}
County of _____	}
On this _____ Day of _____, 20____ before me personally appeared _____	
<small>Day</small>	<small>Month</small>
<small>Year</small>	<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.	
_____ Signature of NOTARY PUBLIC	
(Affix Seal Above)	

SECTION 7 Probate, Receiver, Bankruptcy Trustee, Assignment, or Divorce Decree of an existing liquor license ARS § 4-204
EACH PERSON LISTED MUST SUBMIT A QUESTIONNAIRE, FINGERPRINT CARD ALONG WITH \$22. PROCESSING FEE PER CARD.

1. Current Licensee's Name: _____

(Exactly as it appears on the license) Last First Middle

2. Assignee's Name: _____

Last First Middle

License Number: _____

ATTACH A COPY OF THE DOCUMENT THAT SPECIFICALLY ASSIGNS THE LIQUOR LICENSE TO THE ASSIGNEE.

Dollar General Corporation – Publically traded entity

|

Owns

|

DG Promotions, Inc.
(No officer holds more than 10%)

|

Owns

|

DG Retail, LLC
(100% - Member)

DG Promotions, Inc.: A wholly owned subsidiary of the publically traded Dollar General Corporation
100 Mission Ridge
Goodlettsville, TN 37072

Steven R. Deckard Chief Executive Officer

John Garratt Chief Financial Officer

DG Retail, LLC: A wholly owned subsidiary of DG Promotions, Inc.
100 Mission Ridge
Goodlettsville, TN 37072

John Garratt Chief Financial Officer

Lawrence Gatta Senior Vice President & General Merchandise Manager

SECTION 8 Government (for Cities, Towns or Counties only)

1. Government Entity: _____

2. Person/Designee: _____
Last First Middle Daytime Contact Phone #

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

SECTION 9 Person to Person – Current Licensee Information ARS§4-203(C), (D), (G)
(Bar and Liquor Stores only – Series 06, 07 and 09)

1. License #: _____

2. Current Agent Name: _____
Last First Middle

3. Current Licensee Name: _____
(Exactly as it appears on the license)

4. Current Business Name: _____
(Exactly as it appears on the license)

5. Current Daytime Phone: _____ Primary Email Address: _____

6. Does current licensee intend to operate the business while this application is pending? Yes No

7. I authorize the transfer of this license to the applicant: _____
Signature of Agent or Individual controlling person

NOTARY

State of Arizona }
County of _____ }

On this _____ Day of _____ 20____ before me personally appeared _____
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.

Signature of NOTARY PUBLIC

(Affix Seal Above)

SECTION 10 Proximity to Church or School - Questions to be completed by 6, 7, 9, 10 and 12G applicants.

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

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S. §4-205.02) Series 12
- b) Hotel/motel license (A.R.S. §4-205.01) Series 11
- c) Microbrewery (A.R.S. §4-205.08) Series 3
- d) Craft Distillery (A.R.S. §4-205.10) Series 18

- e) Government license (A.R.S. §4-205.03) Series 5
- f) Playing area of a golf course (A.R.S. §4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

17 OCT 23 Lique. Lic. PM 4 104

1 Distance to nearest School: 1795.2 feet Name of School: _____
(If less than one (1) mile note footage) Address: _____

2 Distance to nearest Church: 844.8 feet Name of Church: _____
(If less than one (1) mile note footage) Address: _____

SECTION 11 Business Financials A.R.S.§4-202(F)

1. I am the:

- Tenant: a person who holds the lease of a property; a lessee.
- Sub-tenant: a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

AZ DLLC
OCT 17 2017

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

3. What is the penalty if the lease is not fulfilled? \$ _____ or Other: _____

4. Total money borrowed for the Business not including lease? \$ None

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
 Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
 Yes No If yes, attach explanation.

AMENDMENT

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

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

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

10513024
Dollar General store # 17515
Tillman, Phaedra Marie

1. Distance to nearest School: .34 miles Name of School: St. Johns High School
 (If less than one (1) mile note footage) Address: 360 Redskin Dr, St Johns AZ 85936

2. Distance to nearest Church: .16 miles Name of Church: New Covenant Church
 (If less than one (1) mile note footage) Address: 1290 1st Place S., St Johns AZ 85936

SECTION 11 Business Financials A.R.S.§4-202(F)

1. I am the:

- Tenant; a person who holds the lease of a property; a lessee.
- Sub-tenant; a person who holds a lease which was given to another person (tenant) for all or part of a property.
- Owner
- Purchaser
- Management Company

2. If the premises is leased give lessors: Name: SimonCRE AEPI III, LLC
 Address: 6900 E. 2nd St Scottsdale AZ 85251
Street City State Zip

3. What is the penalty if the lease is not fulfilled? \$ 0 or Other: _____

4. Total money borrowed for the Business not including lease? \$ _____

Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

5. Has a license or a transfer license for the premises on this application been denied by the state within the past year?
 Yes No If yes, attach explanation.

6. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business?
 Yes No If yes, attach explanation.

SECTION 12 Diagram of Premises

Check ALL boxes that apply to your business:

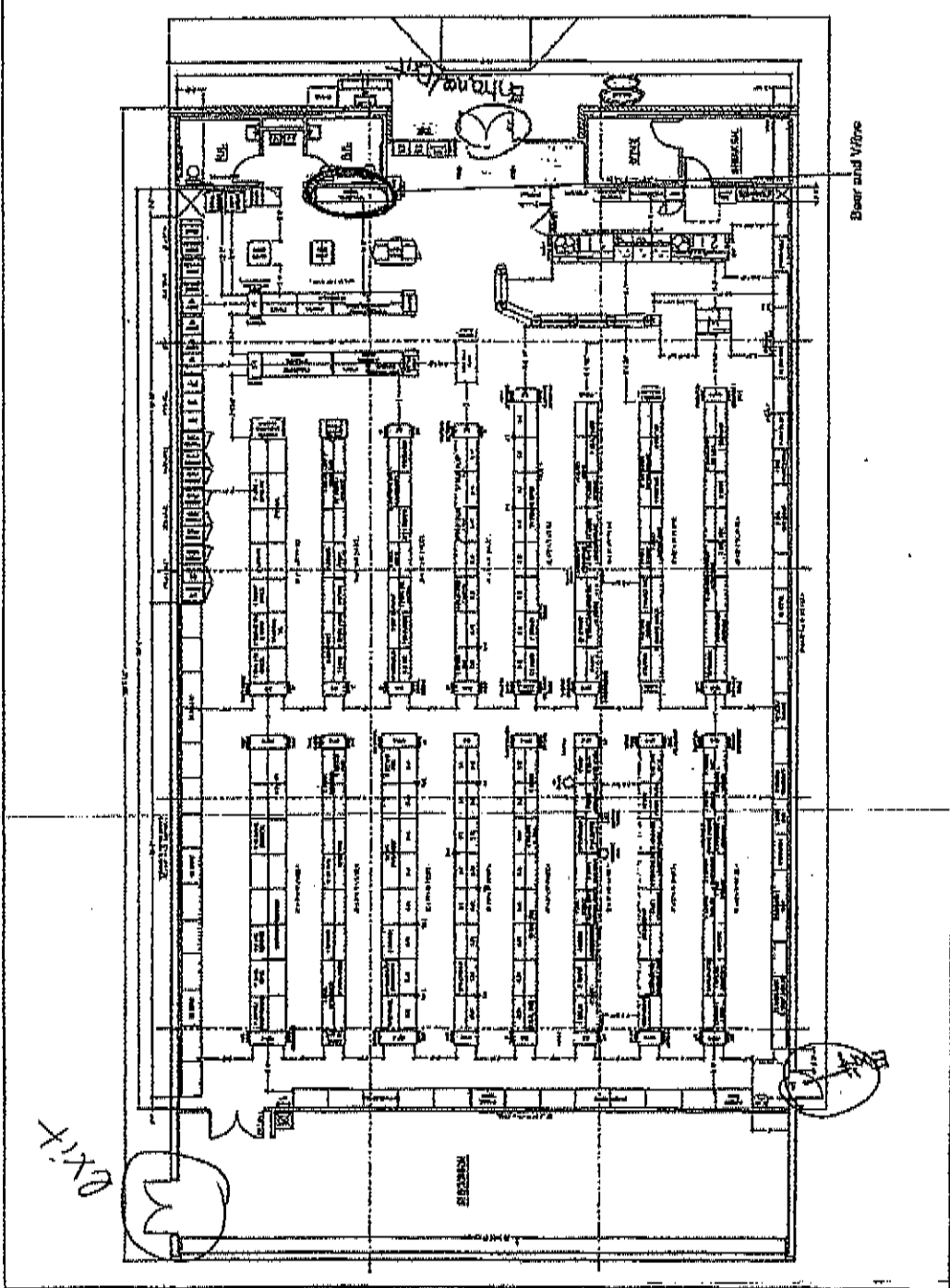
Walk-up or drive-through windows

Patio: Contiguous Non-Contiguous within 30 feet

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

Please attach a diagram of the premises which clearly show only the areas where spirituous liquor will be sold, served, consumed, dispensed, possessed or stored. Include all entrances, exits, interior walls, bar areas, dining areas, dance floor, stage, game room and the kitchen. **DO NOT INCLUDE** parking lots, living quarters or areas where business is not conducted under this liquor license. When completing your premises diagram, please identify which orientation is North.

DOLLAR GENERAL	
NO. 01	01
NO. 02	02
NO. 03	03
NO. 04	04
NO. 05	05
NO. 06	06
NO. 07	07
NO. 08	08
NO. 09	09
NO. 10	10
NO. 11	11
NO. 12	12
NO. 13	13
NO. 14	14
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NO. 85	85
NO. 86	86
NO. 87	87
NO. 88	88
NO. 89	89
NO. 90	90
NO. 91	91
NO. 92	92
NO. 93	93
NO. 94	94
NO. 95	95
NO. 96	96
NO. 97	97
NO. 98	98
NO. 99	99
NO. 100	100



AZ DLLC
 OCT 18 2017

2. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed areas such as parking lots, living quarters, etc.

3. As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either by increase or decrease.

RT
Applicants Initials

RESTAURANTS AND HOTELS/MOTELS ONLY

(IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. The fee of \$50.00 will be due and payable upon submitting this application.)

4a. Provide a detailed drawing of the kitchen and dining areas, including the locations of all kitchen equipment and dining furniture, these are required as part of the diagram. A.R.S. § 4-205.02(C)

4b. Provide a restaurant operation plan.

SECTION 13 SIGNATURE BLOCK

I, (Signature) _____, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

<u>NOTARY</u>		<i>* See Attached</i>
State of Arizona)	
County of _____)	
On this _____ Day of _____, 20____ before me personally appeared _____		
<small>Day</small>	<small>Month</small>	<small>Year</small>
		<small>(Print Name of Document Signer)</small>
Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.		
		_____ Signature of NOTARY PUBLIC
(Affix Seal Above)		

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

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

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

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

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

NOTARY

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

X (Signature) *Lawrence Gotta*

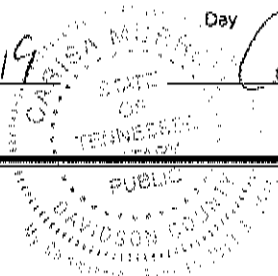
State of TN County of Davidson

The foregoing instrument was acknowledged before me this

30th of June, 2017
Day Month Year

My commission expires on: July 8, 2019

Alan Grewell
Signature of NOTARY PUBLIC



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

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

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

17 OCT 23 Liqu. Lic. PM 4 04

17 SEP 26 Liqu. Dept PM 12 47 17 JUL 27 Liqu. Lic. PM 3 05



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5143

AP Consent
Rec'd 6/20/17

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

The fees allowed by A.R.S. §4-6852 will be charged for all dishonored checks.

PL078393 C.A.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

Attention applicant: This is a sworn document. Type or print in black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A FINGERPRINT CARD. FINGERPRINTS ON FBI APPROVED CARDS ARE ACCEPTED FROM THE DEPARTMENT OF LIQUOR, LAW ENFORCEMENT AGENCIES, OR A BONA FIDE FINGERPRINT SERVICE. FINGERPRINT FEES WILL VARY. IN ADDITION TO THE FINGERPRINT FEE OF \$13 CHARGED BY THE DEPARTMENT OF LIQUOR, A \$22.00 ARIZONA DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK FEE PER FINGERPRINT CARD WILL ALSO BE CHARGED.

Liquor License #: 10013024
(if the location is currently licensed)

1. Check the Appropriate Box

Form with checkboxes for Controlling Person, Agent, and Manager.

2. Name: Tilton Rhonda Marie Birth Date: 07/01/63

3. Social Security #: 094-62-7086 Driver License #: D10199555 State: AZ

4. Place of birth: Binghamton NY US Height: 5'6 Weight: 138 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Tilton Mark Alan Birth Date: 05/31/63

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 8/15/2016

7. Daytime telephone number: 585.694.8806 E-mail address: rtilton@dollargeneral.com

8. Business Name: Dollar General Store #1755 Business Phone: 9205320486

9. Business Location Address: 5 CR 8235 Cochito AZ Apache 85924

10. List your employment or type of business during the past five (5) years. If unemployed, retired, student list residence address.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYERS NAME OR NAME OF BUSINESS.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Indicate your residence address for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address	City	State	Zip
8/2016	CURRENT	Own	4220 N. Montezuma Avenue #4	Rimrock	AZ	86335
12/1987	8/2016	Own	10733 State RT 19	Fillmore	AZ	14735

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. Yes No
13. Have you attended a DLLC-approved Liquor Law Training Course within the past 3 years?
(Must provide the DLLC-approved certificate of completion issued by a course provider.) Yes No
14. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, include only those that are alcohol and/or drug related.) A.R.S. §4-202 Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses pending against you? Include only criminal traffic tickets and complaints. A.R.S. §4-202, 4-210 Yes No
16. Has anyone EVER obtained a judgement against you, the subject of which involved fraud or misrepresentation. Yes No
17. Have you had a liquor application or license rejected, denied, revoked, suspended or fined in Arizona in? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 17 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO THIS APPLICATION MAY NOT BE ACCEPTED

Signature Block

I, (Print Name) Rhonda Marie Tilton, hereby declare that I am the Owner/Agent filing this application, I have read this document and verify the content and all statements are true, correct and complete, to the best of my knowledge.

SIGNATURE: _____

NOTARY		<i>See Attached Notary</i>
State of Arizona	}	
County of _____	}	
On this _____ Day of _____, 20____ before me personally appeared _____ (Print Name of Document Signer)		
whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.		
_____ Signature of NOTARY PUBLIC		
(Affix Seal Above)		

SIGNATURE FOR CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

I, (Print Full Name) _____, hereby authorize the person named on this questionnaire to act as manager for the named liquor license.

SIGNATURE: _____

If you checked the Manager box on the front of this form skip to # 15.

14. As a Controlling Person or Agent will you be physically present and operating the licensed premises? If you answered YES, how many hrs/day? 2 and answer #14a below. If NO, skip to #15. Yes No
14a. Have you attended a D.LLC-approved Liquor Law Training Course within the past 3 years? (Must provide proof) If the answer to # 14a is "NO" course must be completed before issuance of a new license. Yes No

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? (For traffic violations, only include those that were alcohol and/or drug related.) Yes No

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. Yes No

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state in the last 10 years? Yes No

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? Yes No

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? Yes No

If you answered "YES" to any Question 15 through 19 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
SUBSTANTIVE CHANGES TO THE APPLICATION WILL NOT BE ACCEPTED

Rhonda Marie Tilton

20. I, (Print Full Name) Rhonda Marie Tilton, hereby declare that I am a CONTROLLING PERSON / AGENT / MANAGER filing this notification. I have read this document and the contents and all statements are true, correct and complete.

X (Signature) Rhonda Marie Tilton
Controlling Person / Agent

State of Arizona County of Yavapai
the foregoing instrument was acknowledged before me this 11th of April 2017
Day Month Year



Beth N. Ackerman
Notary Public - State of Arizona
YAVAPAI COUNTY
My Commission Expires
March 1, 2021

Beth N. Ackerman
Signature of NOTARY PUBLIC

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

Rhonda Marie Tilton

(Print Name)
X (Signature) Rhonda Marie Tilton
Controlling Person / Agent

State of Arizona County of Yavapai
the foregoing instrument was acknowledged before me this 11th of April 2017
Day Month Year



Beth N. Ackerman
Notary Public - State of Arizona
YAVAPAI COUNTY
My Commission Expires
March 1, 2021

Beth N. Ackerman
Signature of NOTARY PUBLIC



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

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Rhonda Marie Tilton

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City Binghamton State (or equivalent) NY Country or Territory USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ Driver's License
 Go to Section IV.

If you answered No, you must complete Section III and IV.

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: [Signature] 11-6-17

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

Sheriff's Office requests approval to accept the DUI Impaired Driving Enforcement grant (2018-AL-002) from the Governor's Office of Highway Safety (GOHS), in the amount of \$5,200.00.

BOS Meeting Date Requested: 11/21/2017 12/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

[Signature]

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 11/21/17

Item Request: DUI Impaired Driving Enforcement

Description of agenda item and how it benefits Apache County:

This grant will be used to conduct DUI details in Apache County and will allow deputies to participate in large regional DUI Task Force Events throughout the County. The grant funds will support the DUI detail by offsetting the personnel services overtime & ERE expenses. These grant funds allow ACSO to have additional deputies on duty during busy weekends and holidays at minimal additional cost to the taxpayers.

The DUI Impaired Driving Enforcement allowed deputies to participate in DUI details which resulted in more citations, arrests, and DUI arrests. Apache County experienced an increase in DUI Arrest, and has had nearly 1,000 more traffic stops since 2016.

The DUI Impaired Driving Program's goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness.

The program will be monitored by submission of quarterly reports to the Governor's Office of Highway Safety. These reports track the progress of project objectives, performance measures, and compliance.

Beverly Parks

From: Joe Young
Sent: Monday, October 30, 2017 11:45 AM
To: Beverly Parks
Cc: Brannon Eagar
Subject: RE: Board agenda item

I have reviewed both of the documents and have no issues with either.

From: Beverly Parks [mailto:bparks@co.apache.az.us]
Sent: Monday, October 30, 2017 7:14 AM
To: Joe Young
Cc: Brannon Eagar
Subject: Board agenda item

Joe,
Here is another agenda item request for Nov 21st. It is the Sheriff's GOHS STEP Enforcement grant. Let me know if you have any questions.

Thank you,
Bev

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 11/21/17

Item Request: DUI Impaired Driving Enforcement

Description of agenda item and how it benefits Apache County:

This grant will be used to conduct DUI details in Apache County and will allow deputies to participate in large regional DUI Task Force Events throughout the County. The grant funds will support the DUI detail by offsetting the personnel services overtime & ERE expenses. These grant funds allow ACSO to have additional deputies on duty during busy weekends and holidays at minimal additional cost to the taxpayers.

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**GOVERNOR'S OFFICE OF
HIGHWAY SAFETY**

STATE OF ARIZONA

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2018-AL-002
ADDRESS PO Box 518, St. Johns, Arizona 85936	PROGRAM AREA: 402-AL
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Travis Trickey
ADDRESS PO Box 428, St. Johns, Arizona 85936	3. PROJECT TITLE: DUI/Impaired Driving Enforcement, and Related Materials and Supplies
4. GUIDELINES: 402-Alcohol (AL)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: One (1) case of blood kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$3,572.00
II. Employee Related Expenses	\$1,428.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$200.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$5,200.00

PROJECT PERIOD FROM: Effective Date
(Date of GOHS Director Signature) TO: 09-30-2018

CURRENT GRANT PERIOD FROM: 10-01-2017 TO: 09-30-2018

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,200.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 24

Total Population in city/town or county: 71,600

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2016	2015	2014
Total Crashes	79	55	43
Total Injury Crashes	22	13	16
Total Fatal Crashes	4	8	4
Total Alcohol-related Crashes	4	2	2
Total Alcohol-related Serious Injuries	3	3	1
Total Alcohol-related Fatalities	3	1	0
Total Speed-related Crashes	22	28	34
Total Speed-related Serious Injuries	7	10	12
Total Speed-related Fatalities	4	2	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County Sheriff's Office (APCO) continues to experience, despite becoming more proactive in its enhanced traffic enforcement efforts, is an increase crash data across the table in 2016 when compared to 2015 crash data. ACSO experienced a rise in Total DUI Arrests, Total DUI Drug Arrests, and total Arrests. Albeit, deputies had nearly a 1,000 more traffic stops in 2016 then the previous year, and nearly three times as many deputies participating in enhanced traffic enforcement efforts. Whether data presented above is analyzed into the conclusion that "more participation equates to more citations, arrests, DUI's, etc." or that "there is a growing problem on the roadways of Apache County," the solution to the problem is the same. ACSO needs continued funding for deputies to work additional patrols in ACSO's mission, to educate the public and improve public safety on the roadways within Apache County. The underlying problem is a shortage of deputies able to exclusively patrol problem roadways during the time period impaired, reckless, aggressive, and speeding drivers are traveling on these roadways.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: One (1) case of blood kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office (APCO) is requesting funding to conduct enhanced DUI details and to fund participation in large, regional DUI Task Force Events throughout Apache County. Federal funding will offer deputies incentives to participate and support DUI details throughout Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of impaired-related crashes 25% from 4 during calendar year 2016 to 3 by December 31, 2018.

To decrease fatalities in impaired-related crashes 33% from 3 in calendar year 2016 to 2 by December 31, 2018.

To decrease serious injuries in impaired-related crashes 33 % from 3 in calendar year 2016 to 2 by December 31, 2018.

Contract Objectives:

To participate in a minimum of 2 DUI saturation patrols per quarter during FFY 2018.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2018.

Additional Contract Objectives:

1. To reduce or maintain the total number of alcohol-related traffic fatalities through aggressive DUI enforcement by December 31, 2018.
2. To maintain or increase the total department-wide DUI arrests by 10% percent from the calendar 2016 base year total of 34 to 38 by December 31, 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: One (1) case of blood kits to enhance DUI/Impaired Driving Enforcement throughout Apache County.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: One (1) case of blood kits

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2 nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3 rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4 th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman Jr., Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Travis Trickey, Grant Coordinator, Apache County Sheriff's Office, shall serve as Project Administrator.

Jenise Moreno, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	<p>Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.</p>
<p>On-Site Monitoring</p>	<p>Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.</p>

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$3,572.00
II.	Employee Related Expenses (ERE)	\$1,428.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies One (1) case of blood kits	\$200.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$5,200.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$5,200.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

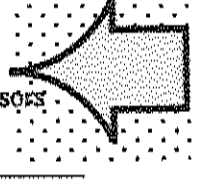
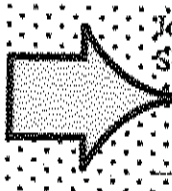
Signature of Project Director:

*Signature of Authorized Official of
Governmental Unit:*

Joseph Dedman Jr.
Sheriff
Apache County Sheriff's Office

Ryan Patterson
Interim County Manager/Clerk
Apache County Board of Supervisors

HERE



HERE

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: *Dennis Egan* 11-6-17

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

Sheriff's Office request authorization to enter into an Intergovernmental Agreement for origin and cause (arson)
Fire Investigation Services between the Town of Eagar and Apache County Sheriff's Office.

BOS Meeting Date Requested 11/21/17 12/5/17

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached

Signature _____

Check if item does not require review

Finance Review: _____

Signature _____

Check if item does not require review

Human Resources Review: _____

Signature _____

Check if item does not require review

Other Review: _____

Signature _____

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Brannon Eagar

From: Joe Young
Sent: Tuesday, October 24, 2017 2:52 PM
To: Brannon Eagar; Michael Whiting
Cc: Joseph Dedman Jr.
Subject: Re: Fire Investigation IGA

Thanks for getting those changes in. Looks good.

From: Brannon Eagar <beagar@co.apache.az.us>
Sent: Thursday, October 19, 2017 10:18 AM
To: Joe Young; Michael B. Whiting
Cc: Joseph Dedman Jr.
Subject: Fire Investigation IGA

Joe,

Please review the revised IGA with Eagar Fire for fire investigations. The changes you requested included the 30 day termination and the vehicle, as is part.

We would like to get this before the BOS at the Nov 21st or Dec 5th meeting.

Thank you,

Brannon Eagar
Chief Deputy Apache County Sheriff's Office
Director of Emergency Management - Apache County
Cell 928-245-6294

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 7/31/2017

Item Request: Fire Investigation Services with the Town of Eagar and Apache County

Description of agenda item and how it benefits Apache County:

The origin and cause investigation involves many years of training and annual re-certification. This agreement allows the Sheriff's Office to utilize trained members of Eagar Fire Department to respond to and investigate fire origin and cause.

The cost to the county will be minimal. Transfer of a 2007 Tahoe to Eagar Fire and possible cost of an extended investigation at the State approved rate.

This will continue to build upon the cooperation and coordination of existing local resources to benefit all of our citizens.

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE
FIRE INVESTGATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered, effective as of June 27, 2017 (“**Effective Date**”), by and between the **TOWN OF EAGAR**, an Arizona municipality located in Apache County, Arizona (“**Eagar**”) and the **COUNTY OF APACHE, ARIZONA** (“**Apache County**”). Either of which, may be referred to in this Agreement as a “**Party**” and both may be referred to in this Agreement as “**Parties**”.

RECITALS:

WHEREAS, Eagar and Apache County mutually agree fire investigations provide an essential prevention measure to the protection of persons and property in their respective communities; and

WHEREAS, Eagar is bordered by Apache County and both parties have a history of working in close harmony on matters of mutual concern, such as the provision of extraterritorial fire suppression aid; and

WHEREAS, Eagar currently maintains fire code inspections, planning and development services as well as certified Fire/Explosion Investigators affiliated with the International Association of Arson Investigators (“**IAAI**”, AZ Chapter); and

WHEREAS, Apache County could enjoy greater efficiencies and economies of scale, as Apache County currently has no certified Fire/Explosion Investigators, leaving Patrol Deputies the primary responsibility for provision of fire investigation services; and

WHEREAS, both Parties could enjoy greater efficiencies and economies of scale, while preserving the high level of fire and law enforcement services each Party currently provides its citizens, if Eagar assumed primary responsibility for provision of Fire/Explosion Investigation services in Apache County, as set forth in this Agreement; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such functions or services, are specifically authorized by Title 11, Chapter 7, Article 3, Section 952, Arizona Revised Statutes; and

WHEREAS, Eagar and Apache County, through their respective Councils and other officials, have determined that it is in the best interest of the public that each entity serves to enter into this Agreement by which Eagar will provide fire/explosion investigation services in Apache County, subject to the terms, conditions and consideration set forth in this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, Eagar and Apache County agree as follows:

1. **PURPOSE**: The purpose of this Agreement is to set forth the responsibilities of Eagar and Apache County with respect to the provision of fire/explosion investigation and related services within the jurisdictional boundaries of Apache County (collectively, the “**Investigation Services**”), by the Town of Eagar. Beyond the specified Investigation Services, this Agreement describes the Parties’ obligations with respect to E-911 communications, personnel, property, vehicles and payment. This Agreement is not intended to establish, and does not establish, a separate government entity for the performance of any function. By entering this Agreement, the Parties do not assume, and shall not be responsible for any financial or other liabilities that may currently exist as of the Effective Date of this Agreement, whether known or unknown, with respect to fire investigations.
2. **TERM & TERMINATION**:
 - 2.1. **Term**: This Agreement shall commence on the 27th day of June 2017 (the “**Effective Date**”), and continue thereafter until the 31st day of June 2020, unless earlier terminated as provided herein.
 - 2.2. **30 days Termination**: Either party shall have the right to terminate this agreement upon 30 days written notice to the other party.
3. **CONDITIONS**:
 - 3.1. **Fire/Explosion Investigations**: During the Term of this Agreement, Eagar Fire Department (“**Eagar FD**”) shall perform all “origin and cause” fire investigations in the Town of Eagar and Apache County, consistent with NFPA 921 (Guide for Fire & Explosion Investigations). EFD will provide certified investigators to the standards established in NFPA 1033 (Standard for Professional Qualifications for Fire Investigator) to a minimum level of Fire Investigation Technician (“**FIT**”) as recognized by the International Association of Arson Investigators (IAAI), and the National Association of Fire Investigators (NAFI). Eagar Fire Department will work in conjunction with the Eagar Police Department (“**Eagar PD**”) and Apache County Sheriff’s Office (“**Apache County SO**”) on all fire and arson investigations that involve or result from the commission of a criminal act in Eagar or Apache County. Eagar PD and Apache County SO will be responsible for all criminal processes resulting from Eagar FD investigations within the respective jurisdictions.
 - 3.1.1. **Other Support**: Subject to available resources and personnel, Eagar FD will provide continuing education training in Fire/Explosion Investigations to Eagar PD and Apache County SO. Eagar PD offers a \$500 annual budget line to support training and supplies for Fire/Explosion Investigation Services.
 - 3.2. **Emergency Notification and Dispatch Services**: Apache County will provide for dispatch services for all emergency 9-1-1 (“**E-911**”) calls. E-911 calls for fire related matters involving confirmed fires within Eagar and Apache County will be paged to Eagar FD for assignment of an

Investigator. Eagar FD Investigator will coordinate with the on-scene Incident Commander (“IC”) to determine the need for an on-scene Investigator.

3.3. Personnel: This Agreement is not intended to establish, and does not establish lateral appointment of personnel. Personnel shall continue to operate under the direction and control of their agency and this Agreement is not intended to, and shall not be construed to alter or amend any collective bargaining agreement now in effect. Eagar shall maintain in good standings with IAAI the certification of Fire/Explosion Investigators to a minimum standard of FIT throughout the Agreement period.

3.4. Vehicles: Apache County hereby grants and conveys to Eagar the following vehicle(s):

- one (1) SUV ½ ton Chevrolet Tahoe (or equivalent), to include a mobile radio and emergency lighting

Eagar shall pay a transfer fee of one dollar (\$1) to Apache County, assign the vehicle to Eagar FD, and provide the continued maintenance and fuel for the conveyed vehicle throughout the period of the Agreement.

3.4.1. Eagar takes the vehicle as is and there is no warranty express or implied accompanying the vehicle, and Eagar will not hold Apache County liable and will indemnify Apache County for any injuries that may arise from any defect in the vehicle. Apache County is not aware of any defects to the vehicle at the time of transfer.

3.5. Equipment and Supplies: Eagar shall maintain a fully stocked and ready Fire/Explosion Investigation Kit. Both parties agree to replace expendable supplies from the kit either from an existing supply cache or through purchase by the Party expending the items.

3.6. Payments: During the Term of this Agreement, the Parties will not be invoiced for charges incurred, unless the one-way mileage exceeds 150 miles and 24 hours of employee time on a single case. Overnight charges, mileage and wages shall be the responsibility of the Party where such expense was incurred, at a rate equal to the approved Arizona State Forestry Department (“ASFD”) Cooperative Fire Rate Agreement. Recovery of expendable supplies shall be accomplished by each Party making available funds of \$500 in an Annual Fire Investigation Budget Line Item (“BLI”). Eagar FD will coordinate with the Parties on necessary supply orders. The annual BLI shall increase by three percent (3%) to accommodate inflation.

3.7. Minor Modifications: The Parties may agree upon minor modifications to the Agreement and reduce said modifications to signed writings, provided said modifications (i) are acceptable in form to each Party’s attorney, (ii) do not lengthen the Term, and (iii) impose no additional financial obligation or other liability upon either Party.

3.8. General Provisions:

3.8.1. *Reasonable Efforts & Good Faith*: The Parties agree to work diligently together and in good faith, using reasonable efforts to resolve any unforeseen issues and disputes and

to take such actions as are necessary and appropriate to perform the duties and obligations of this Agreement.

- 3.8.2. *Fair Dealing:* In all cases where the consent or approval of one Party is required before the other may act, or where the agreement or cooperation of the Parties is separately or mutually required as a legal or practical matter, then in that event the Parties agree that each will act in a fair and reasonable manner. Such actions shall be with a view to carrying out the intents and goals of this Agreement, provided nothing in this Agreement shall be construed as imposing on either Party any greater duty or obligation to the other Party other than that which already exists as a matter of Arizona law. Including but not limited to any fiduciary duty or other responsibility greater than that of reasonable parties contracting at arm's length.
- 3.8.3. *Appropriations:* Notwithstanding any provision of this Agreement to the contrary, the rights and obligations under this Agreement are contingent upon all funds necessary for work or expenditures contemplated under this Agreement being budgeted, appropriated and otherwise made available by the Parties.
- 3.8.4. *Independence:* Each Party to this Agreement shall be an independent entity, and no Party or such Party's agents, officers and employees shall be deemed to be an agent of the other Party.
- 3.8.5. *Non-Discrimination:* In connection with the performance of this Agreement, the Parties agree discrimination because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability is unacceptable and contrary with the policies of the Parties.
- 3.8.6. *Applicable Law:* The Parties agree to comply with all Applicable Law in existence as of the Effective Date of this Agreement or as may be subsequently enacted or adopted and become applicable. The phrase "**Applicable Law**" shall mean all federal, state, and local laws applicable in the context of the specific matter addressed in this Agreement.
- 3.8.7. *Claims:* In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the Parties related in any way to this Agreement, the party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit or action to the other Party. The Parties shall cooperate in defending against the claim, demand, suit or action to the extent such common defense is consistent with each Party's rights and obligations under, and the terms and conditions of, this Agreement.
- 3.8.8. *Liability:* To the extent authorized by law and except as otherwise provided in this Agreement, each Party shall be responsible for all claims, damages, and liability and court awards that occurs when the action that caused the liability occurs on behalf of

that party. The responsible party shall indemnify the other party from all claims, damages, attorney's fees, cost and courts awards. For example, if the Town of Eagar is providing Fire Investigation Services for Apache County, the County will be liable and shall indemnify the Town of Eagar for all damages, attorney's fees and costs that may be incurred by the County.

- 3.8.9. *Notice:* All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail to the following:

Apache County Sheriff
370 S. Washington St
St Johns, Arizona 85936

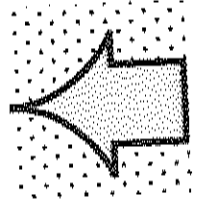
Town of Eagar
PO Box 1300
22 West 2nd Street
Eagar, Arizona 85925

- 3.8.10. *Amendment:* Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties in the same manner as the Agreement.
- 3.8.11. *Assignment:* No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
- 3.8.12. *Headings for Convenience:* Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit or describe the scope or intent of any provision of this Agreement.
- 3.8.13. *Authority:* Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The Person(s) executing this Agreement warrants that he/she/they have full authorization to execute this Agreement. A Party shall have the right, in its discretion, to either suspend or permanently terminate the Agreement if there is any valid dispute as to the legal authority of the other Party or the person signing this Agreement on behalf of the other Party to enter into this Agreement.
- 3.8.14. *Execution of Agreement:* This Agreement shall not become effective or binding until it has been approved by the governing bodies of each Party and fully executed by all required signatories of each Party.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals at St Johns, Arizona as of XXXX
XX, XXX.

SEAL

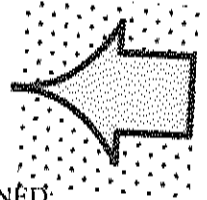
APACHE COUNTY



**SIGN
HERE**

By _____

ATTEST:



**SIGN
HERE**

APPROVED AS TO FORM:
Michael B. Whiting, Attorney for
Apache County, Arizona

REGISTERED AND COUNTERSIGNED:

By _____

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals at Eagar, Arizona as of June 27, 2017.

SEAL

TOWN OF EAGAR

By _____

ATTEST:

APPROVED AS TO FORM:

Douglas E. Brown, Attorney for

The Town of Eagar, Arizona

REGISTERED AND COUNTERSIGNED:

By _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

datetime stamp

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

Sheriff's Office

Date/Signature: Brian [Signature] 11-8-17

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

Sheriff's Office request approval to accept the Selective Traffic Enforcement Related Equipment (STEP) grant (2018-PTS-082) from the Governor's Office of Highway Safety (GOHS), in the amount of \$27,000.00.

BOS Meeting Date Requested 11/21/2017 There is no matching funds requirement.
12/5/17

Legal Review: See Attached PRE-AGENDA ITEM REVIEW

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda. Board Clerk's Initials RP

Beverly Parks

From: Joe Young
Sent: Thursday, November 9, 2017 1:48 PM
To: Beverly Parks; Ryan Patterson
Cc: Brannon Eagar; Joseph Dedman Jr.
Subject: RE: GOHS grant for motorcycle

I have reviewed the item and agreement. They are both legal.

From: Beverly Parks [mailto:bparks@co.apache.az.us]
Sent: Wednesday, November 08, 2017 3:04 PM
To: Joe Young; Ryan Patterson
Cc: Brannon Eagar; Joseph Dedman Jr.
Subject: FW: GOHS grant for motorcycle

Gentleman,
I put the wrong date, we want to go before the Board on Nov 21, 2017, not 11/2/17.

Bev

From: Beverly Parks
Sent: Wednesday, November 8, 2017 10:11 AM
To: Joe Young <jyoung@apachelaw.net>; Ryan Patterson <RPatterson@co.apache.az.us>
Cc: Brannon Eagar <beagar@co.apache.az.us>; Joseph Dedman Jr. (jdedman@co.apache.az.us) <jdedman@co.apache.az.us>
Subject: GOHS grant for motorcycle

Joe & Ryan,
Please see attachment for another GOHS grant for your legal/financial approval. We will try to get this before the Board on 11/2/17, along with the other grants.

Please feel free to contact me if you have any questions.

Thank you,

Bev Parks

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 11/21/2017

Item Request:

Selective Traffic Enforcement Related Equipment (STEP) 2018-PTS-082

Description of agenda item and how it benefits Apache County:

This grant will be used to purchase one fully equipped motorcycle police package to enhance Selective Traffic Enforcement throughout Apache County.

The grant funds allow ACSO to have an additional deputy and vehicle on duty during busy weekends and holidays at minimal additional cost to the taxpayers.

The program will be monitored by submission of quarterly reports to the Governor's Office of Highway Safety. These reports track the progress of project objectives, performance measures, and compliance.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Sheriff Joseph Dedman Jr.
Apache County Sheriff's Office
PO Box 518
St. Johns, Arizona 85936

PROJECT REFERENCE:
Contract Number: 2018-PTS-082
Total Estimated Costs: \$27,000.00
Purpose of Project: STEP Enforcement Related
Equipment – One (1) Fully-equipped Motorcycle Police
Package

Dear Sheriff Dedman Jr.:

Attached is one copy of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature. If your agency requires additional copies with an original signature, print additional copies.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of Delwin P. Wengert, County Manager, Apache County Board of Supervisors of Apache County, as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007. If your agency requires additional copies with an original signature, return them as well.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

11-7-17
Date

Enclosures

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2018-PTS-082
ADDRESS PO Box 518, St. Johns, Arizona 85936	PROGRAM AREA: 402-PTS
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Travis Trickey
ADDRESS PO Box 428, St. Johns, Arizona 85936	3. PROJECT TITLE: STEP Enforcement Related Equipment
4. GUIDELINES: 402--Police Traffic Services (PTS)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: One (1) Fully-equipped Motorcycle Police Package to enhance STEP Enforcement throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$27,000.00
TOTAL ESTIMATED COSTS	\$27,000.00

PROJECT PERIOD	FROM: Effective Date <i>(Date of GOHS Director Signature)</i>	TO: 09-30-2018
CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$27,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 24

Total Population in your city/town or country: 71,600

Total Road Mileage: Highway 1,438 Local 800 Total 2,238

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes	79	55	48
Total Injury Crashes	22	13	16
Total Fatal Crashes	4	8	4
Total Alcohol-related Crashes	4	2	2
Total Alcohol-related Serious Injuries	3	3	1
Total Alcohol-related Fatalities	3	1	0
Total Speed-related Crashes	22	28	34
Total Speed-related Serious Injuries	9	10	12
Total Speed-related Fatalities	4	2	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is longest county in the United States. While being the longest county, Apache County is also one of the most rural and among the poorest counties in the entire country. To further complicate an already complex issue, two-thirds of the population and over one-half of the land is compromised of the Navajo Nation Indian Reservation. This elicits a unique facet many departments don't deal with; tasking the Sheriff's Office to develop a working relationship with not one, but two different Indian Reservations in the same county.

The problem the Apache County Sheriff's Office (ACSO) continues to experience, despite becoming more proactive in its' selective traffic enforcement efforts, is an increase crash data across the table in 2016 when compared to 2015 crash data. Although ACSO deputies participated more during the 2016 year than the previous year and were able to make a positive impact in targeted enforcement areas, the department experienced more total violations and total crashes. The Apache County Sheriff's Office in need of continued funding for deputies to work additional hours in ACSO's mission to better educate the public and improve public safety on the roadways within Apache County.

Agency Funding:

Federal 402 funds will support Capital Outlay: One (1) Fully-equipped Motorcycle Police Package to enhance STEP Enforcement throughout Apache County.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office is in need of funding to add an additional motorcycle to patrol fleet and funding to conduct enhanced saturation patrols and Selective Traffic Enforcement (STEP) details throughout Apache County during the 2018. Funds will aid in the purchase of one fully marked police package motorcycle to designate and support Selective Traffic Enforcement (STEP) throughout Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 22 during calendar year 2016 to 20 by December 31, 2018.

To decrease fatalities in speeding-related crashes 50% from 4 in calendar year 2016 to 2 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 20 % from 9 in calendar year 2016 to 7 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 5% from 191 during Calendar Year 2016 to 200 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2018.

Additional Contract Objectives:

1. To reduce or maintain the total number of total traffic fatalities compared to 2016 statistical data through STEP enforcement by December 31, 2018.

2. To increase or maintain the total number of seatbelt violation citations compared the year 2016 by December 31, 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: One (1) Fully-equipped Motorcycle Police Package to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Capital Outlay - To purchase/procure the following Capital Outlay for STEP/Speed Enforcement Activities:
One (1) Fully-equipped Motorcycle Police Package

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**One (1) Fully-equipped Motorcycle Police Package**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI processing vans, marked and unmarked enforcement sedans, and marked enforcement motorcycles shall schedule a press conference acknowledging the grant award from the Governor's Office of Highway Safety. The purpose of this press conference is for the Agency to present the equipment to their community.

The Apache County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this Contract ceases to be used in the manner described in this Contract. In such event, the Apache County Sheriff's Office further agrees to dispose of this equipment using the Apache County Sheriff's Office's, city, town, or county ordinance, code, or rule regarding disposal of equipment.

In the absence of an ordinance, code, or rule regarding the disposal of the property, the Apache County Sheriff's Office may refer to that of the State. The Apache County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this Contract. The Apache County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Apache County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Apache County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs, and the costs of any damage relating to the One (1) Fully-equipped Motorcycle Police Package.

Decals:

The Governor's Office of Highway Safety shall provide the Apache County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this Contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurement procedures conform to applicable Federal and State laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency shall use the State procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this Contract is to be used for the original purpose intended under this Contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes. Neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety shall reserve the right to transfer title of equipment acquired under the Section 402 program to the Federal government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Apache County Sheriff's Office shall adequately insure all capital equipment purchased under this Contract for repair or replacement.

SPECIFIC REQUIREMENTS:**POLICE PACKAGE VEHICLES:****Requirements for Police Package Motorcycle:**

Equipment included with the motorcycle, at a minimum, is emergency equipment (lights and siren), and may include police radio system, helmet with microphone and speed detection device.

EQUIPMENT –**Requirements for Equipment:**

The Apache County Sheriff's Office shall provide a high quality color photograph of all equipment purchased under this Contract. The Apache County Sheriff's Office shall complete the attached Capital Outlay

Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman Jr., Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Travis Trickey, Grant Coordinator, Apache County Sheriff's Office, shall serve as Project Administrator.

Jenise Moreno, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay One (1) Fully-equipped Motorcycle Police Package	\$27,000.00
	TOTAL ESTIMATED COSTS	*\$27,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$27,000.00.

**Arizona Governor's Office of Highway Safety
Capital Outlay Equipment Record
Equipment \$5,000.00 or more**

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay Equipment must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman Jr.
Sheriff
Apache County Sheriff's Office

***Signature of Authorized Official of
Governmental Unit:***

Ryan Patterson,
Interim County Manager/Clerk
Apache County Board of Supervisors

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's office

Date/Signature: [Signature] 11-13-17

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

Sheriff's Office request authorization to enter into an Intergovernmental Agreement with Navajo County, City of Holbrook, City of St Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville, and the City of Winslow, for the implementation, deployment, equipping, governance and maintenance of the White Mountain Regional Special Response Team (SRT).

BOS Meeting Date Requested ¹¹⁻⁰⁵⁻¹⁷ 11/21/2017 [Signature]

PRE-AGENDA ITEM REVIEW

Legal Review: See Attached

Signature _____

Check if item does not require review _____

Finance Review: _____

Signature _____

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials [Signature]

Beverly Parks

From: Joe Young
Sent: Monday, November 13, 2017 12:54 PM
To: Beverly Parks; Ryan Patterson; Doyel Shamley; Alton Shepherd; Dr. Joe Shirley; Beth Bond
Cc: Brannon Eagar; Joseph Dedman Jr.
Subject: RE: Agenda Item for 11-21-17

I am still fine with it going before the board.

From: Beverly Parks [mailto:bparks@co.apache.az.us]
Sent: Monday, November 13, 2017 12:49 PM
To: Joe Young; Ryan Patterson; Doyel Shamley; Alton Shepherd; Dr. Joe Shirley; Beth Bond
Cc: Brannon Eagar; Joseph Dedman Jr.
Subject: Agenda Item for 11-21-17

Joe,

You have reviewed this back on July 31, 2017, but the matter was placed on hold due to questions that came up. Nothing has changed on the agreement, we just wanted to be on the safe side and have you verify that you are indeed still ok with the SRT Agreement. If you would please do a reply all, I would appreciate it.

Please feel free to contact me if you have any questions or concerns.

Thank you,

Bev Parks
928-337-7630

Beth Bond

From: Beverly Parks
Sent: Monday, July 31, 2017 2:54 PM
To: Beth Bond
Subject: FW: Agenda Review Item for 8/7/17

From: Joe Young
Sent: Monday, July 31, 2017 2:53 PM
To: Beverly Parks <bparks@co.apache.az.us>
Cc: Doyel Shamley <doyel.shamley@co.apache.az.us>; Ryan Patterson <rpatterson@co.apache.az.us>
Subject: RE: Agenda Review Item for 8/7/17

I have previously reviewed the SRT agreement and am ok with it.

From: Beverly Parks [<mailto:bparks@co.apache.az.us>]
Sent: Monday, July 31, 2017 8:19 AM
To: Joe Young
Cc: Doyel Shamley; Ryan Patterson
Subject: Agenda Review Item for 8/7/17

Gentlemen,
Please see agenda review items attached for your review.. If you have any questions, please contact Chief Deputy Brannon Eagar.

Bev Parks
928-337-7630

JOE SHIRLEY, JR.
CHAIRMAN OF THE BOARD
DISTRICT I
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD
MEMBER OF THE BOARD
DISTRICT II
P.O. Box 994, Grandd, AZ 86505

BOYEL SHAMLEY
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

P.O. BOX 428
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-2803



DELWIN P. WENGERT, MANAGER-CLERK
ST. JOHNS, AZ 85936

**NOTICE OF A SPECIAL PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS**

August 10, 2017

**Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:45 a.m. MST**

1. Sheriff's Office: Discussion and possible approval to enter into an Intergovernmental Agreement with the Navajo County, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville and the City of Winslow, for the implementation, deployment, equipping, governance and maintenance of the White Mountain Regional Special Response Team. (SRT).
2. County Manager: Discussion and possible approval of a lease agreement with Steve Hall for the use of rental property located at 975 South Water Canyon Road in Eagar, Arizona. This property is used to store Apache County equipment and vehicles.

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: this 8th day of August 2017 @ 11:30 (a.m.) by [Signature]

[Signature]

Delwin Wengert
Clerk of the Board

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 11-13-2017

Item Request: Intergovernmental Agreement for White Mountain Regional Special Response Team

Description of agenda item and how it benefits Apache County:

Prior to the White Mountain Regional Special Response Team (SRT), the county was dependent upon out of county agencies to assist with large scale events such as an active shooter. The closest response would have come from Navajo County. Which, still is a delay in response time. During an active shooter, this delay time could prove fatal.

The SRT is comprised of law enforcement from Apache County, Navajo County, City of Holbrook, City of St Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Taylor, Town of Eagar, Town of Springerville, and the City of Winslow. Response to an event may be made up of any or all of these agencies.

The county benefits by having a local group of SRT which gives greater response from deputies and officers, who have been trained as a group to respond to a variety of situations with a short response time. Each agency is responsible for funding their own deputies/officers, so cost is kept to a minimum for each agency. Outside funding sources have been provided to offset the initial set up cost for equipment.

INTERGOVERNMENTAL AGREEMENT

Navajo County, Apache County, City of Holbrook, City of St. Johns, City of Show Low, Town of Pinetop-Lakeside, Town of Snowflake, Town of Taylor, Town of Eagar, Town of Springerville, City of Winslow

For

The Implementation, Deployment, Equipping, Governance and Maintenance of the White Mountain Regional Special Response Team (SRT)

This Intergovernmental Agreement (this "IGA") is entered into by and among Navajo County, a body politic and corporate of the State of Arizona ("Navajo County"); Apache County, a body politic and corporate of the State of Arizona ("Apache County"); the City of Holbrook, a municipal corporation; the City of St. Johns, a municipal corporation; the City of Show Low, a municipal corporation; the Town of Pinetop-Lakeside, a municipal corporation; the Town of Snowflake, a municipal corporation; the Town of Taylor, a municipal corporation; Town of Eagar, a municipal corporation; Town of Springerville, a municipal corporation; City of Winslow, a municipal corporation; pursuant to A.R.S. § 11-952 and such other political subdivisions that enter into this IGA pursuant to the terms hereof. (All Parties to this IGA are referred to collectively as the "Participating Jurisdictions.")

Recitals

- A. WHEREAS the Participating Jurisdictions previously entered into a collective agreement to form and operate the White Mountain Special Response Team; (the "White Mountain SRT") and
- B. WHEREAS the county and municipal corporation Participating Jurisdictions may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.; and
- C. WHEREAS continuation of the White Mountain SRT will maintain and enhance the ability of the Participating Jurisdictions, through their various agencies, to respond to those situations in which use of a specialized response team is appropriate.

NOW, THEREFORE, the Participating Jurisdictions, pursuant to the above, and in consideration of the matters and things hereinafter, set forth, do mutually agree as follows:

AGREEMENT

I. Purpose

The purpose of this IGA is to clarify the operations of the White Mountain SRT, the mission of which is to respond when requested by a Participating Jurisdiction to potentially life threatening situations and/or incidents requiring specialized skills; tactics and/or equipment, and to secure, isolate and resolve situations in a manner consistent with escalation of force theories and the preservation of life.

II. Scope

- A. The Participating Jurisdictions shall work together in good faith through their various agencies operations to form and operate the White Mountain SRT as set forth in the Standard Operating Procedures and Policies manual, and incorporated herein by this reference (the "Manual"), and under the terms and conditions set forth herein.
- B. Additional jurisdictions may be permitted to participate upon the unanimous consent of all the then Participating Jurisdictions and a counterpart signature page to this IGA executed by an authorized officer of the additional jurisdiction. Any new participant so admitted will be deemed to be a "Participating Jurisdiction," hereunder.
- C. All individuals selected to participate as members of the White Mountain SRT element will continue to be employees of the Participating Jurisdiction with which they are associated, subject to the provisions of Article XIII of this IGA.
- D. Each Participating Jurisdiction will make every reasonable effort to have at least one (1) employee participate as a member of White Mountain SRT. Each Participating Jurisdiction agrees to provide the necessary scheduling availability to ensure their participating employee and/or employees are adequately trained according to training standards designated by the White Mountain SRT.
- E. Each Participating Jurisdiction agrees to be responsible for the costs associated with its employees participating in the White Mountain SRT, including salary and benefits, overtime, training expenses, workers' compensation, and personal protection equipment. If a Participating Jurisdiction donates or provides any equipment to the White Mountain SRT, it will be returned to the Participating Jurisdiction if the team is ever discontinued.
- F. The Participating Jurisdictions agree to make every reasonable effort to respond to a request for assistance by a Participating Jurisdiction if the incident that is the subject of the request is within the scope of the responding Participating Jurisdiction. Whether to respond to a request for assistance shall be determined by each Participating Jurisdiction in its sole discretion, taking into consideration its own needs and other commitments at the time of the request. The requesting Participating Jurisdiction shall provide necessary supplies and services (such as food, shelter, gasoline and oil) for the responding Participating Jurisdictions' personnel and equipment at the scene of the incident.
- G. Management of an incident requiring the deployment of a White Mountain SRT shall remain with the jurisdiction in which the incident occurred. From the time of arrival to the time of departure at the incident scene, the party providing assistance shall be

considered for all purposes (other than joint employee status as required by Article VIII of this IGA) to be under the direction and control of the party requesting assistance. In proceeding to and returning from an incident scene, the party providing assistance shall not be under the direction and control of the party requesting assistance.

III. Financing

Each Participating Jurisdiction will fund the procurement of all necessary equipment for its members of the White Mountain SRT. Grant funds obtained for the White Mountain SRT shall be used for the benefit of all Participating Jurisdictions. In the event a Participating Jurisdiction withdraws from the White Mountain SRT pursuant to Section V (A) or (B) of this IGA, the Jurisdiction shall not be entitled to any share of grant funds existing at the date of withdrawal, and all such funds shall continue to be used for the benefit of the remaining Participating Jurisdictions. Each Participating Jurisdiction shall bear the costs of its employees incurred in the implementation of this IGA, including wages (including overtime), health insurance, benefits and workers' compensation.

IV. Term

This IGA shall be for an initial term of five (5) years, effective on the date it is executed by all the initial parties. The parties shall have the option to extend the term of this IGA for two additional five (5) year periods. Any modification or time extension of this IGA shall be by formal written amendment executed by the parties hereto.

V. Termination

- a. *Withdrawal without Cause.* A Participating Jurisdiction may terminate its participation in the White Mountain SRT element under this IGA, with no less than sixty calendar days' written notice to the other Participating Jurisdictions. If a Participating Jurisdiction terminates as a result of a failure of its governing body to budget and appropriate sufficient funds to support that Participating Jurisdiction's participation, and a sixty calendar days' notice is not possible, it shall give the other Participating Jurisdictions written notice of the non-appropriation within ten (10) days after the final budget is adopted by its governing body.
- b. *Withdrawal for Cause.* A Participating Jurisdiction may withdraw immediately in the event that other members of the White Mountain SRT, materially breach the standard operating procedures in a manner that exposes that the withdrawing Jurisdiction to significant additional legal liability, or the White Mountain SRT or one or more other Participating Jurisdictions materially breaches this IGA. Because each Participating Jurisdiction understands and acknowledges that its withdrawal from the White Mountain SRT will cause significant disruption to the

operation of the White Mountain SRT, it shall not exercise this termination option unless the breach or exposure is significant, material, and of an on-going nature.

- c. *Shutting Down Operations.* Upon expiration of this IGA, or in the event of an earlier termination as to all the Participating Jurisdictions, following the notice of termination required by this Article V, the Participating Jurisdictions shall cooperate in good faith to close the operation of the White Mountain SRT in a manner that is safe and fiscally sound. The various parties who were Participating Jurisdictions at the time of the termination or expiration shall continue to be liable in their proportionate shares on any long term financial obligation of the White Mountain SRT, such as the payment of rent, provided that such obligations were authorized in writing by the parties under this IGA or any amendment.
- d. *Disposition of Equipment.* In the event a Participating Jurisdiction terminates its participation or withdraws from the White Mountain SRT pursuant to Section V (a) or (b), any uniforms purchased through grant funding and assigned to members of the terminating or withdrawing Jurisdiction shall remain the property of the Participating Jurisdiction. All equipment purchased through grant funding and assigned as White Mountain SRT equipment will remain with the remaining Participating Jurisdictions. A terminating or withdrawing Participating Jurisdiction shall retain any personal equipment purchased for its members by the withdrawing Participating Jurisdiction. In the event this IGA is terminated pursuant to Section V(c), all equipment purchased for the White Mountain SRT through grant funding shall be divided proportionally among the Participating Jurisdictions.

VI. Insurance

Each Participating Jurisdiction shall obtain and maintain at its own expense, during the entire term of such Participating Jurisdiction's participation in this IGA, the following type(s) and amounts of insurance:

- a. Commercial General Liability in the amount of \$2,000,000.00 combined, single limit Bodily Injury and Property damage;
- b. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c. Worker's Compensation coverage, including employees' liability coverage, as required by law.

VII. Indemnification

To the extent permitted by law, each party to this IGA shall (as an "Indemnitor") indemnify, defend and hold harmless every other party and its officers, officials, agents, employees and volunteers (collectively the "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees, collectively "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. If a Claim or Claims by third parties becomes subject to this Section VII, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Article VIII of this IGA, including proportionate liability and proportionate payment of litigation fees, expenses and damages. The obligations under this Section VII shall survive the termination of this IGA.

VIII. Joint Defense

All Participating Jurisdictions involved in a Claim or Claims have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict, the Participating Jurisdictions agree to have one lawyer jointly represent the defendants in the lawsuit. The Participating Jurisdictions agree to abide by the Memorandum of Understanding Regarding Joint Defense ("MOU") between the Arizona Counties Insurance Pool ("ACIP") and the Arizona Municipal Risk Retention Pool ("AMRRP"). Each Participating Jurisdiction acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.

IX. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in any court of competent jurisdiction.

X. Non-Discrimination

The parties shall comply with Executive Order 2009-09, Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take

affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

XI. Severability

If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XII. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XIII. Legal Authority

If a court, at the request of a third person, should declare that any party hereto lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

XIV. Worker's Compensation

Every party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this IGA.

XV. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XVI. Sovereign Immunity

Nothing in this IGA shall be construed as an express or implied waiver of the sovereign immunity of any party in any forum or jurisdiction.

XVII. Entire Agreement

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Navajo County Recorder, or Arizona Secretary of State, whichever is appropriate.

XVIII. Counterparts

This IGA may be executed in multiple counterpart form, with each such counterpart constituting a binding original agreement between and among the parties.

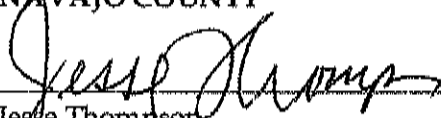
XIX. Dispute Resolution

In the event of any controversy arising out of this IGA, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by mutual agreement of the parties at such time as arbitration services are needed.

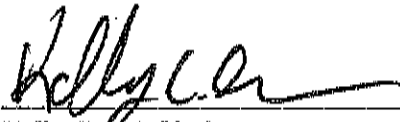
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In Witness Whereof, each Participating Jurisdiction has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

NAVAJO COUNTY



Jesse Thompson
Chairman
Navajo County Board of Supervisors

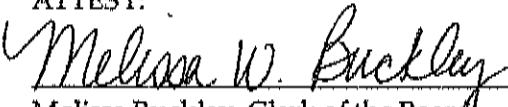


Kelly (K.C.) Clark
Sheriff
Navajo County Sheriff's Department

5/23/17

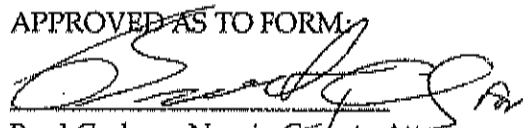
Date:

ATTEST:



Melissa Buckley, Clerk of the Board
Navajo County Board of Supervisors

APPROVED AS TO FORM:



Brad Carlyon, Navajo County Attorney

CITY OF SHOW LOW

Daryl Seymore
Mayor
City of Show Low

ATTEST:

Ann Kurasaki
City Clerk
City of Show Low

APPROVED AS TO FORM:

Morgan Brown
City Attorney
City of Show Low

APACHE COUNTY

Dr. Joe Shirley, Jr.
Chairman
Navajo County Board of Supervisors

Joseph Deadman, Jr.
Sheriff
Apache County Sheriff's Department

In Witness Whereof, each Participating Jurisdiction has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

NAVAJO COUNTY

Jesse Thompson
Chairman
Navajo County Board of Supervisors

Kelly (K.C.) Clark
Sheriff
Navajo County Sheriff's Department

ATTEST:

APPROVED AS TO FORM:

Melissa Buckley, Clerk of the Board
Navajo County Board of Supervisors

Brad Carlyon, Navajo County Attorney

CITY OF SHOW LOW

Daryl Seymore
Mayor
City of Show Low

APPROVED AS TO FORM:

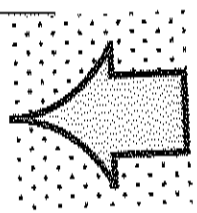
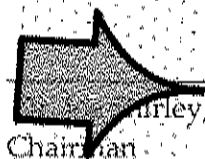
Ann Kurasaki
City Clerk
City of Show Low

Morgan Brown
City Attorney
City of Show Low

APACHE COUNTY

Joseph Dedman, Jr.
Chairman
Apache County Board of Supervisors

Joseph Dedman, Jr.
Sheriff
Apache County Sheriff's Office



WBE

ATTEST:

APPROVED AS TO FORM:

Ryan Patterson, Clerk of the Board
Apache County Board of Supervisors

Michael Whiting, Apache County Attorney

Singer
CITY OF ST. JOHNS

Ryan Patterson
Mayor
City of St. Johns

ATTEST:

APPROVED AS TO FORM:

Timothy Hinton
City Clerk
City of St. Johns

D. Bryce Patterson
City Attorney
City of St. Johns

CITY OF HOLBROOK

Robert Tyler
Mayor
City of Holbrook

ATTEST:

APPROVED AS TO FORM:

Cher Reyes
City Clerk
City of Holbrook

Marlene Pontrelli
City Attorney
City of Holbrook

TOWN OF PINETOP/LAKESIDE

Stephanie Irwin
Mayor
Town of Pinetop/Lakeside

ATTEST:

APPROVED AS TO FORM:

In Witness Whereof, each Participating Jurisdiction has caused this Intergovernmental Agreement to be executed by a representative of that Jurisdiction's governing body, and attested by its clerk, upon resolution of its governing body.

NAVAJO COUNTY

Jesse Thompson
Chairman
Navajo County Board of Supervisors

Kelly (K.C.) Clark
Sheriff
Navajo County Sheriff's Department

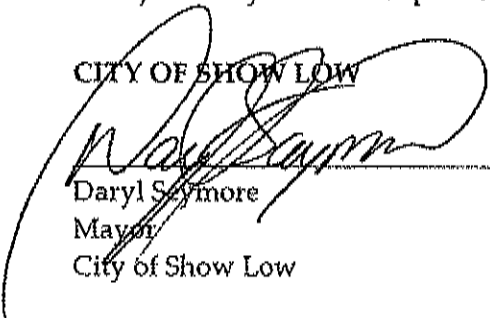
ATTEST:

APPROVED AS TO FORM:

Melissa Buckley, Clerk of the Board
Navajo County Board of Supervisors

Brad Carlyon, Navajo County Attorney

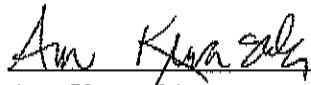
CITY OF SHOW LOW



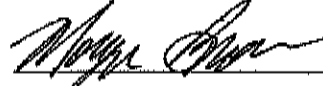
Daryl S. Moore
Mayor
City of Show Low

ATTEST:

APPROVED AS TO FORM:



Ann Kurasaki
City Clerk
City of Show Low



Morgan Brown
City Attorney
City of Show Low

APACHE COUNTY

Dr. Joe Shirley, Jr.
Chairman

Joseph Deadman, Jr.
Sheriff

ATTEST:

Delwin Wengert, Clerk of the Board
Apache County Board of Supervisors

CITY OF ST. JOHNS

Ryan Patterson
Mayor
City of St. Johns

ATTEST:

Timothy Hinton
City Clerk
City of St. Johns

CITY OF HOLBROOK

Robert Tyler
Mayor
City of Holbrook

ATTEST:

Cher Reyes
City Clerk
City of Holbrook

TOWN OF PINETOP/LAKESIDE

Stephanie Irwin
Mayor
Town of Pinetop/Lakeside

APPROVED AS TO FORM:

Michael Whiting, Apache County Attorney

APPROVED AS TO FORM:

D. Bryce Patterson
City Attorney
City of St. Johns

APPROVED AS TO FORM:

Marlene Pontrelli
City Attorney
City of Holbrook

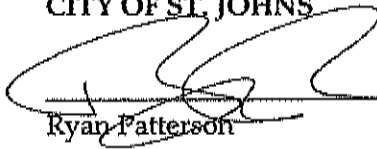
ATTEST:

Delwin Wengert, Clerk of the Board
Apache County Board of Supervisors

APPROVED AS TO FORM:

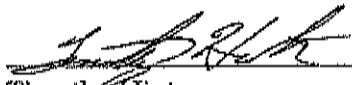
Michael Whiting, Apache County Attorney

CITY OF ST. JOHNS




Ryan Patterson
Mayor
City of St. Johns

ATTEST:



Timothy Hinton
City Clerk
City of St. Johns

APPROVED AS TO FORM:



D. Bryce Patterson
City Attorney
City of St. Johns

CITY OF HOLBROOK

Robert Tyler
Mayor
City of Holbrook

ATTEST:

Cher Reyes
City Clerk
City of Holbrook

APPROVED AS TO FORM:

Marlene Pontrelli
City Attorney
City of Holbrook

TOWN OF PINETOP/LAKESIDE

Stephanie Irwin
Mayor
Town of Pinetop/Lakeside

ATTEST:

APPROVED AS TO FORM:

Delwin Wengert, Clerk of the Board
Apache County Board of Supervisors

Michael Whiting, Apache County Attorney

CITY OF ST. JOHNS

Ryan Patterson
Mayor
City of St. Johns

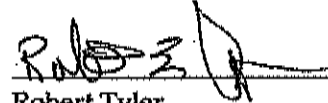
ATTEST:

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Timothy Hinton
City Clerk
City of St. Johns

D. Bryce Patterson
City Attorney
City of St. Johns

CITY OF HOLBROOK



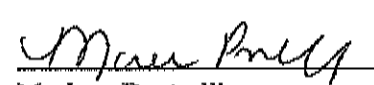
Robert Tyler
Mayor
City of Holbrook

ATTEST:

APPROVED AS TO FORM:



Cher Reyes
City Clerk
City of Holbrook



Marlene Pontrelli
City Attorney
City of Holbrook

TOWN OF PINETOP/LAKESIDE

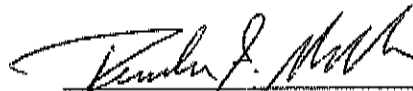
Stephanie Irwin
Mayor
Town of Pinetop/Lakeside



CERTIFIED COPY CERTIFICATE

State of Arizona }
County of Navajo }

On this 7th day of July, in the year 2017, I certify that the attached document is a true, exact, complete and unaltered photocopy of the Town of Pinetop-Lakeside Resolution No. 17-1416.


Remilie S. Miller, MMC
Town Clerk



TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 17-1416

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PINETOP-LAKESIDE AND THE COUNTIES OF NAVAJO AND APACHE, AND THE CITIES OF SHOW LOW, WINSLOW, HOLBROOK, AND ST. JOHNS, AND THE TOWNS OF SNOWFLAKE, TAYLOR, EAGAR, AND SPRINGERVILLE FOR A REGIONAL SPECIAL RESPONSE TEAM.

WHEREAS, the Town of Pinetop-Lakeside, and the Counties of Navajo and Apache, and the Cities of Show Low, Winslow, Holbrook, and St. Johns, and the Towns of Snowflake, Taylor, Eagar, and Springerville, and their respective law enforcement agencies have law enforcement and emergency response jurisdiction within the State of Arizona; and

WHEREAS, the above-named agencies are participating members in the White Mountain Regional Special Response Team (SRT), which responds to high-risk situations and emergency calls 24 hours a day as needed; and

WHEREAS, the above-named agencies are willing to provide SRT response to each participating party as needed; and


WHEREAS, the Town of Pinetop-Lakeside and the respective agencies are authorize pursuant to A.R.S. §§11-951 *et. seq.* and A.R.S. §13-3872 to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby authorize the Town of Pinetop-Lakeside to enter into an Intergovernmental Agreement by and between the Town of Pinetop-Lakeside and the Counties of Navajo and Apache, and the Cities of Show Low, Winslow, Holbrook, and St. Johns, and the Towns of Snowflake, Taylor, Eagar, and Springerville for participation in the White Mountain Regional Special Response Team.

BE IT FURTHER RESOLVED authorizing the Mayor to sign said agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Pinetop-Lakeside, Arizona, this 6th day of July, 2017.

TOWN OF PINETOP-LAKESIDE



Stephanie Irwin
Mayor

ATTEST:

APPROVED AS TO FORM:



Remilie S. Miller
Remilie S. Miller, MMC
Town Clerk

William J. Sims, III
William J. Sims, III
Town Attorney

ATTEST:

Delwin Wengert, Clerk of the Board
Apache County Board of Supervisors

CITY OF ST. JOHNS

Ryan Patterson
Mayor
City of St. Johns

ATTEST:

Timothy Hinton
City Clerk
City of St. Johns

CITY OF HOLBROOK

Robert Tyler
Mayor
City of Holbrook

ATTEST:

Cher Reyes
City Clerk
City of Holbrook

TOWN OF PINETOP/LAKESIDE

Stephanie Irwin
Stephanie Irwin
Mayor
Town of Pinetop/Lakeside

APPROVED AS TO FORM:

Michael Whiting, Apache County Attorney

APPROVED AS TO FORM:

D. Bryce Patterson
City Attorney
City of St. Johns

APPROVED AS TO FORM:

Marlene Pontrelli
City Attorney
City of Holbrook

ATTEST:

Remillie J. Miller
Remillie Miller
Town Clerk
Town of Pinetop/Lakeside



APPROVED AS TO FORM:

William J. Sims
William J. Sims
Town Attorney
Town of Pinetop/Lakeside

TOWN OF TAYLOR

David Smith
Mayor
Town of Taylor

ATTEST:

Geri Judd
Town Clerk
Town of Taylor

APPROVED AS TO FORM:

William J. Sims
Town Attorney
Town of Taylor

TOWN OF SNOWFLAKE

Lynn Johnson
Mayor
Town of Snowflake

ATTEST:

Barbara Flake
Town Clerk
Town of Snowflake

APPROVED AS TO FORM:

Robert M. Hall
Town Attorney
Town of Snowflake

CITY OF WINSLOW:

Robin Boyd, Mayor
City of Winslow

APPROVED AS TO FORM:

Ellen Van Riper, City Attorney

Attest:

ATTEST:

Remillie Miller
Town Clerk
Town of Pinetop/Lakeside

APPROVED AS TO FORM:

William J. Sims
Town Attorney
Town of Pinetop/Lakeside

TOWN OF TAYLOR

David Smith
Mayor
Town of Taylor

ATTEST:

Geri Judd
Town Clerk
Town of Taylor

APPROVED AS TO FORM:

William J. Sims
Town Attorney
Town of Taylor

TOWN OF SNOWFLAKE

Lynn Johnson
Mayor
Town of Snowflake

ATTEST:

Barbara Flake
Town Clerk
Town of Snowflake

APPROVED AS TO FORM:

Robert M. Hall
Town Attorney
Town of Snowflake

CITY OF WINSLOW:

Robin Boyd, Mayor
City of Winslow

APPROVED AS TO FORM:

Ellen Van Riper, City Attorney

Attest:

ATTEST:

Remillie Miller
Town Clerk
Town of Pinetop/Lakeside

TOWN OF TAYLOR

David Smith
Mayor
Town of Taylor

ATTEST:

Geri Judd
Town Clerk
Town of Taylor

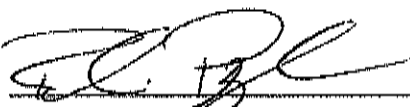
TOWN OF SNOWFLAKE

Lynn Johnson
Mayor
Town of Snowflake

ATTEST:

Barbara Flake
Town Clerk
Town of Snowflake

CITY OF WINSLOW:



Robin Boyd, Mayor
City of Winslow

APPROVED AS TO FORM:

William J. Sims
Town Attorney
Town of Pinetop/Lakeside

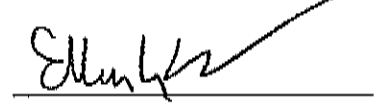
APPROVED AS TO FORM:

William J. Sims
Town Attorney
Town of Taylor

APPROVED AS TO FORM:

Robert M. Hall
Town Attorney
Town of Snowflake

APPROVED AS TO FORM:



Ellen Van Riper, City Attorney

Attest:

Suzy Wetzel
Suzy Wetzel, City Clerk

TOWN OF SPRINGERVILLE:

APPROVED AS TO FORM:

Mary Needrow, Mayor

Tim Shaffery, Town Attorney

ATTEST:

Valentina Cordova, Town Clerk

TOWN OF EAGAR:

APPROVED AS TO FORM:

Bryce Hamblin, Mayor

Douglas Brown, Town Attorney

ATTEST:

Eva Wilson, Town Clerk

Attest:

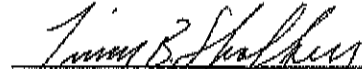
Suzy Wetzel, City Clerk

TOWN OF SPRINGERVILLE:



Mary Needrow, Mayor

APPROVED AS TO FORM:



Tim Shaffery, Town Attorney

ATTEST:



Valentina Cordova, Town Clerk

TOWN OF EAGAR:

APPROVED AS TO FORM:

Bryce Hamblin, Mayor

Douglas Brown, Town Attorney

ATTEST:

Eva Wilson, Town Clerk

Attest:

Suzy Wetzel, City Clerk

TOWN OF SPRINGERVILLE:

APPROVED AS TO FORM:

Mary Needrow, Mayor

Tim Shaffery, Town Attorney

ATTEST:

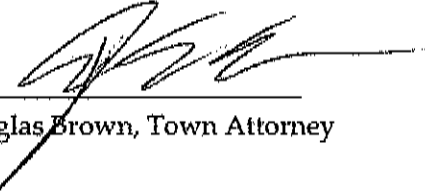
Valentina Cordova, Town Clerk

TOWN OF EAGAR:

APPROVED AS TO FORM:

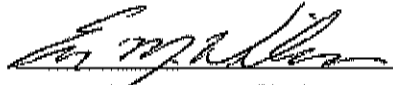


Bryce Hamblin, Mayor



Douglas Brown, Town Attorney

ATTEST:



Eva Wilson, Town Clerk

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: *Brian Egan* 11-6-17

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

Sheriff's Office requests approval to accept the Selective Traffic Enforcement Program (STEP) grant #2018-PTS-001, from the Governor's Office of Highway Safety (GOHS) in the amount of \$10,000.00.

BOS Meeting Date Requested 11/21/2017

PRE-AGENDA ITEM REVIEW

Legal Review: See attached.

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP

Beverly Parks

From: Joe Young
Sent: Monday, October 30, 2017 11:45 AM
To: Beverly Parks
Cc: Brannon Eagar
Subject: RE: Board agenda item

I have reviewed both of the documents and have no issues with either.

From: Beverly Parks [mailto:bparks@co.apache.az.us]
Sent: Monday, October 30, 2017 7:14 AM
To: Joe Young
Cc: Brannon Eagar
Subject: Board agenda item

Joe,
Here is another agenda item request for Nov 21st. It is the Sheriff's GOHS STEP Enforcement grant. Let me know if you have any questions.

Thank you,
Bev

**Apache County Board of Supervisors
Agenda Item Review**

Submitter: Sheriff's Office

Date: 11/21/17

Item Request: STEP Enforcement (2018-PTS-001)

Description of agenda item and how it benefits Apache County:

This grant will be used to conduct Selective Traffic details in Apache County and will allow deputies to participate in large regional Selective Traffic Task Force Events throughout the County. The grant funds will support the STEP detail by offsetting the personnel services overtime & ERE expenses. These grant funds allow ACSO to have additional deputies on duty during busy weekends and holidays at minimal additional cost to the taxpayers.

The Sheriff's Office continues to experience an increase crash data and traffic violations. To try to offset the increase, deputies will work Selective Traffic details with a goal of reducing the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior.

The program will be monitored by submission of quarterly reports to the Governor's Office of Highway Safety. These reports track the progress of project objectives, performance measures, and compliance.

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

FAIN: 69A37518300004020AZ0

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2018-PTS-001
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ADDRESS
PO Box 518, St. Johns, Arizona 85936

PROGRAM AREA:
402-PTS

2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Travis Trickey
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ADDRESS
PO Box 428, St. Johns, Arizona 85936

3. PROJECT TITLE:
STEP Enforcement

4. GUIDELINES: 402-Police Traffic Services (PTS)	
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5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2018
I. Personnel Services	\$7,143.00
II. Employee Related Expenses	\$2,857.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$10,000.00

PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2018
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CURRENT GRANT PERIOD	FROM: 10-01-2017	TO: 09-30-2018
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TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$10,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Number of sworn officers: 24

Total Population in city/town or county: 71,600

Total Road Mileage: Highway: 1,438 Local: 800 Total: 2,238

	2016	2015	2014
Total Crashes	79	55	43
Total Injury Crashes	22	13	16
Total Fatal Crashes	4	8	4
Total Alcohol-related Crashes	4	2	2
Total Alcohol-related Serious Injuries	3	3	1
Total Alcohol-related Fatalities	3	1	0
Total Speed-related Crashes	22	28	34
Total Speed-related Serious Injuries	7	10	12
Total Speed-related Fatalities	4	2	1

The data above represents: County City/Town

Agency Problem/Attempts to Solve Problem:

Apache County is longest county in the United States. While being the longest county, Apache County is also one of the most rural and among the poorest counties in the entire country. To further complicate an already complex issue, two-thirds of the population and over one-half of the land is compromised of the Navajo Nation Indian Reservation. This elicits a unique facet many departments don't deal with; tasking the Sheriff's Office to develop a working relationship with not one, but two different Indian Reservations in the same county.

The problem the Apache County Sheriff's Office (ACSO) continues to experience, despite becoming more proactive in its' selective traffic enforcement efforts, is an increase crash data across the table in 2016 when compared to 2015 crash data. Although ACSO deputies participated more during the 2016 year than the previous year and were able to make a positive impact in targeted enforcement areas, the department experienced more total violations and total crashes. The Apache County Sheriff's Office in need of continued funding for deputies to work additional hours in ACSO's mission to better educate the public and improve public safety on the roadways within Apache County.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

How Agency Will Solve Problem With Funding:

Apache County Sheriff's Office is in need of funding to conduct enhanced saturation patrols and Selective Traffic Enforcement (STEP) details throughout Apache County during 2018. Funding will allow deputies to participate and support Selective Traffic Enforcement (STEP) details throughout Apache County.

PROJECT MEASURES:**Agency Goals:**

To decrease the number of speeding-related crashes 10% from 22 during calendar year 2016 to 20 by December 31, 2018.

To decrease fatalities in speeding-related crashes 50% from 4 in calendar year 2016 to 2 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 20 % from 9 in calendar year 2016 to 4 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 5% from 191 during Calendar Year 2016 to 2 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2018.

Additional Contract Objectives:

1. To reduce or maintain the total number of total traffic fatalities compared to 2016 traffic fatality data through STEP enforcement by December 31, 2018.
2. To increase or maintain the total number of seatbelt violation citations compared to the year 2016 total number of seatbelt violation citations by December 31, 2018.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout Apache County.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Apache County Sheriff's Office will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Apache County Sheriff's Office to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website no later than 10:00 a.m. the morning following each day of the event.

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1 st Quarterly Report and RCI (October 1 to December 31, 2017)	January 30, 2018
2 nd Quarterly Report and RCI (January 1 to March 31, 2018)	April 20, 2018
3 rd Quarterly Report and RCI (April 1 to June 30, 2018)	July 20, 2018
4 th Quarterly Report and RCI (July 1 to September 30, 2018)	October 15, 2018
Final Statement of Accomplishments	October 15, 2018

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Joseph Dedman Jr., Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Travis Trickey, Grant Coordinator, Apache County Sheriff's Office, shall serve as Project Administrator.

Jenise Moreno, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	May have an In-House GOHS Review
\$100,000+	May have an On-Site Review
Capital Outlay Greater than \$25,000 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly

	Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$7,143.00
II.	Employee Related Expenses (ERE)	\$2,857.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$10,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$10,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
Total Know Your Limit Contacts		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Reckless Driving Citations		
Civil Speed Citations		
Other Citations (Except Speed)		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees---

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge 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. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

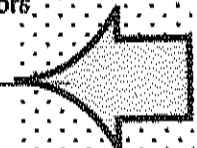
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Signature of Authorized Official of Governmental Unit:

Joseph Dedman Jr.
Sheriff
Apache County Sheriff's Office

Ryan Patterson
Interim County Manager/Clerk
Apache County Board of Supervisors



**SIGN
HERE**

HERE

**Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM**

date/time stamp

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

Date/Signature: _____

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

Notification of the following meetings where two or more members of the Apache County Board of Supervisors may be in attendance:

Eastern Arizona Counties meeting on December 13, 2017 at 3:00 p.m. at the County Supervisors Association, 1905 W. Washington Street in Phoenix.

The Small Counties Forum meeting on December 13, 2017 at 5:30 p.m. at the County Supervisors Association building, 1905 W. Washington Street, Phoenix.

The County Supervisors Association meeting on December 14, 2017 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix.

BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

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: 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.

BOS Meeting Date Requested Dec 5, 2017

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials

RP