



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

January 21, 2014

**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 PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING**

January 21, 2014

1. Discussion and possible approval of the Memorandum of Understanding between Maricopa County Health Care for the Homeless and Arizona Department of Health Services for deputizing and oversight of Apache County Public Health Services District to provide vaccine for underinsured children, at no cost to the County.

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

January 21, 2014

1. Discussion and possible approval to remove Dyllin Ellington from probationary status effective January 7, 2014 with the 2.5% end of probation increase.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
January 21, 2014**

1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. District III Roads: Possible discussion and action regarding approval of adding to the Apache County Road Maintenance System, Non-system Roads N3119, N3120 and N3114 and approval of a resolution and the estimated cost is \$115,173. This item was tabled at the January 7, 2014 meeting when the public hearing was held.
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:


- *A. Request approval of minutes dated January 7, 2014.
- *B. Request approval of demands dated January 7, 2014 to January 21, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

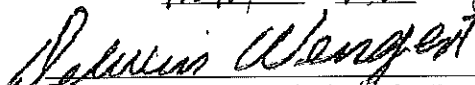
Personnel Items:

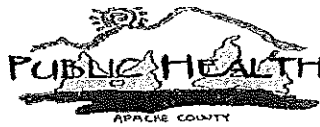
- *C. District II: Request approval to transfer temporary employee, Ralph Chee into the vacant Equipment Mechanic III position with the salary of \$32,619.60 effective January 6, 2014.
 - *D. District II: Request approval to convert the currently vacant Facilities and Construction Worker II position to a Facilities and Construction Worker III and fill the vacancy.
 - *E. Treasurer's Office: Request approval to extend the temporary employment of Christy Rushing for a period not to exceed 120 days, effective January 13, 2014.
4. Apache County Industrial Development Authority: Discussion and possible approval to re-elect Eric Broadbent for a 6 year term as a Director of the Apache County Industrial Development Authority for a term to expire March 5, 2020.

5. IT Department: Discussion and possible approval of a contract with Lyle Lefevre for the transition period from legacy software to assist the Treasurer's Office, Assessor's Office and other Departments within Apache County.
6. Treasurer's Office: Discussion and possible approval to enter into a 5 year Agreement with Loomis Courier for safe handling of County funds, weekly cash orders for the Treasurer's Office and deposits to Wells Fargo Bank.
7. Engineering Department: Discussion and possible approval of a Safety Boot Program for County employees. This item was tabled at the January 7, 2014 meeting.
8. Sheriff's Office: Discussion and possible approval of acceptance of Homeland Security Grant Program award #999100-01 and #130100-01 Multi-Jurisdictional Communications Upgrade in the following amounts, #999100-01 in the amount of \$59,800.00 and #130100-01 in the amount of \$46,600.00. This award is for new radios for the three police departments and the sheriff's office to replace outdated portables and mobiles.
9. Sheriff's Office: Discussion and possible acceptance of Governor's Office of Highway Safety Grant #2014-164-019, in the amount of \$47,000 for the purchase of one fully equipped D.U.I./Alcohol Enforcement patrol vehicle. This program will provide for the purchase of the vehicle and all related public safety equipment—lights, sirens, partitions, etc. This is 100% funded by the State with no cost to the County.
10. Sheriff's Office: Discussion and possible acceptance of Governor's Office of Highway Safety Grant #2014-PT-077, of \$47,000 for the purchase of one fully equipped Selective Traffic Enforcement Program (STEP) patrol vehicle. The STEP program will provide for the purchase of the vehicle and related public safety equipment—lights, sirens, partitions, etc. This is 100% funded by the State with no cost to the County.
11. Notification of a Legislative Reception on January 22, 2014 at 5:30 p.m. at the County Supervisors Association (CSA) building, 1905 W. Washington Street in Phoenix and the County Supervisor Association meeting on January 23, 2014 at 10:00 a.m. at the CSA building, 1905 W. Washington Street, in Phoenix where two or more members of the Apache County Board of Supervisors may be in attendance.

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: 1/15/14 at 1:00 a.m. / p.m. by 


Delwin Wengert, Clerk of the Board



Beth

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Chris Sexton, Health District Director

Date/Signature: 01/09/14

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

ACPHSD requests discussion and possible approval of the Memorandum of Understanding between Maricopa County Health Care for the Homeless and Arizona Department of Health Services for deputizing and oversight of Apache County Public Health Services District to provide vaccine for children purchased vaccine to entitled underinsured children.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

MEMORANDUM OF UNDERSTANDING

BETWEEN

Maricopa County Health Care for the Homeless

AND

Arizona Department of Health Services (ADHS)

FOR

Deputizing and Oversight of Apache County Public Health Services District to Provide Vaccines for Children (VFC) Purchased Vaccine to Entitled Underinsured Children

The Centers for Disease Control and Prevention (CDC), the Health Resources and Services Administration (HRSA), the Centers for Medicare & Medicaid Services (CMS) and the Department of Health and Human Services have issued guidance regarding deputization by Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) of other VFC providers in their state to authorize those providers to immunize the federally vaccine-eligible children category of underinsured children.

Background:

In many states, the capacity of FQHC/RHCs to serve underinsured children is not sufficient to meet the need of underinsured children entitled to VFC vaccine. Until underinsurance among children is eliminated by full implementation of the Patient Protection and Affordable Care Act (ACA), extending VFC authority to other VFC providers serves as a bridging mechanism by which underinsured children will have increased access to VFC vaccine at additional provider sites.

In conformance with VFC Deputization Guidance dated April 30, 2012 and as may be revised,

1. The undersigned **Federally Qualified Health Centers/Rural Health Clinics** hereby confer authority to (i.e., deputize) the VFC Providers listed in Appendix A to serve as their agents in immunizing federally vaccine-eligible children who are underinsured as defined under subsection 1928(b)(2)(A)(iii) of the Social Security Act, with the understanding that –

- a. such other VFC providers have been identified by the ADHS and approved by the CDC for such designation;
 - b. the ADHS and CDC retain their respective responsibilities for oversight of all VFC operations by such deputized VFC providers, including oversight of their roles in immunizing underinsured children;
 - c. federally purchased vaccine for use by deputized VFC providers in immunizing underinsured children is provided directly by CDC's vaccine distribution system to the deputized providers;
 - d. the ADHS and/or CDC may remove any deputized VFC provider from Appendix A in their roles of VFC program oversight in which case such provider shall lose deputization status;
 - e. each undersigned FQHC/RHC must comply with the requirements of such VFC Deputization Guidance;
 - f. any undersigned FQHC/RHC may withdraw from this MOU with 90 days written notice to the undersigned Arizona Department of Health Services official; and
 - g. each deputizing FQHC/RHC retains all of its authorities as a VFC provider, including the ability to immunize underinsured children.
2. Each deputized VFC Provider listed in Appendix A shall comply with the requirements in such VFC Deputization Guidance, this deputization MOU, and with all other applicable VFC program requirements, including –
- a. agreement to vaccinate "walk-in" VFC-eligible underinsured children as defined under subsection 1928(b)(2)(A)(iii) of the Social Security Act;
 - b. screening for VFC eligibility, including for underinsured status, at every visit by any child less than 19 years of age;
 - c. reporting to the VFC awardee, in manner and time as decided by the awardee, all requirements set forth in the guidance; and
 - d. compliance with any additional VFC requirements as the VFC awardee [or[name of state] Department of [Public] Health] or CDC may from time to time impose.

We, the undersigned, have read and agree to the terms and conditions set forth in this MOU and will retain a copy of this MOU.

By: Maricopa County Health Care for the Homeless

Director: 

Date: 1/3/14

By: Apache County Public Health Services District

Director: _____

Date: _____

I hereby acknowledge the responsibilities as delineated above:

By: Arizona Department of Health Services

Chief Procurement Officer: _____

Date: _____

ADHS MOU Number: HU45609

cc: Centers for Disease Control and Prevention, Immunization Services Division

APPENDIX A

List of Deputized VFC Providers

Springerville (PIN 0001)
323 South Mountain Ave
Springerville, AZ 85938

St. Johns (PIN 0001)
110 East 1st St. South
St Johns, AZ 85936

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Jail District

Date/Signature:

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

Requesting approval to remove Dyllin Ellington from probationary status with the standard 2.5%

BOS Meeting Date Requested 01-21-2014

1/7/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

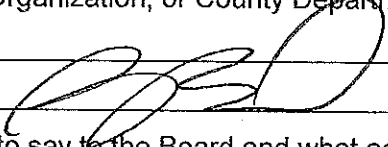
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

01/19/14 5:11:12

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

COUNTY MANAGER'S OFFICE

Date/Signature:



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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

TOM M. WHITE, JR.
CHAIRMAN OF THE BOARD
DISTRICT II
P.O. BOX 994, Ganado, AZ 86505

JOE SHIRLEY
MEMBER OF THE BOARD
DISTRICT I
P.O. BOX 1952, Chinle, AZ 86503

BARRY WELLER
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. Box 438, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

TELEPHONE: (928) 337-7503
FACSIMILE: (928) 337-7636



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

Resolution # 2014- ____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE
COUNTY, ARIZONA, ADOPTING THREE COUNTY ROADS INTO THE
APACHE COUNTY ROAD MAINTENANCE SYSTEM; COUNTY ROADS
3114, 3119, AND 3120**

WHEREAS, in accordance with the provisions of A.R.S. § 28-6705, the Apache County Board of Supervisors may spend public monies for maintenance of public roads other than highways, and

WHEREAS, the Board of Supervisors acknowledges these roads were laid out, opened and constructed without cost to the County; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Apache County that County Roads 3114, 3119, and 3120 be adopted into the Apache County Road Maintenance System and be maintained as public roadways.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on January ____, 2014.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: _____

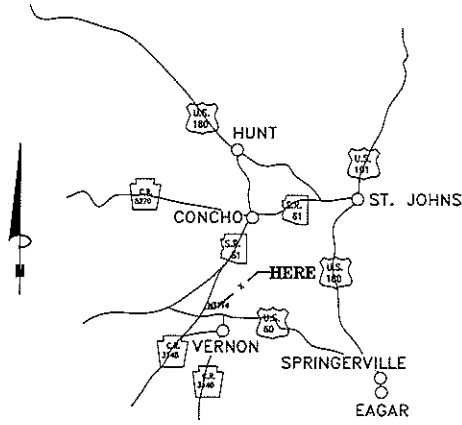
Tom White
Chairman of the Board

ATTEST:

Delwin Wengert, Clerk of the Board

Apache County Roadway N3114

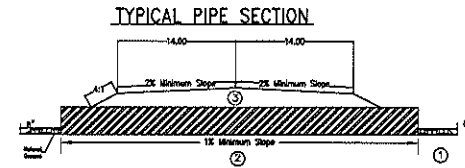
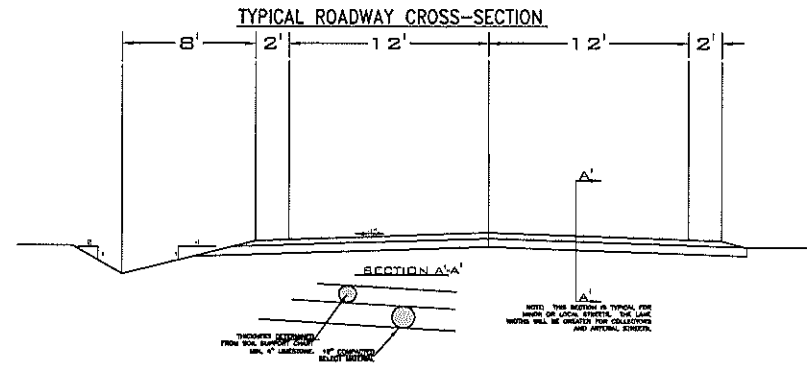
TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA



SITE LOCATION

LEGEND

X	GROUND ELEVATION
—	TOPO LIMITS
—O—O—	OVERHEAD POWER
—	EXISTING EDGE OF ROAD
—	5' CONTOUR LINES
—	1' CONTOUR LINES
x - x - x	EXISTING FENCE LINE
—	FLOW LINE LOW POINT
- - -	EASEMENT LINE

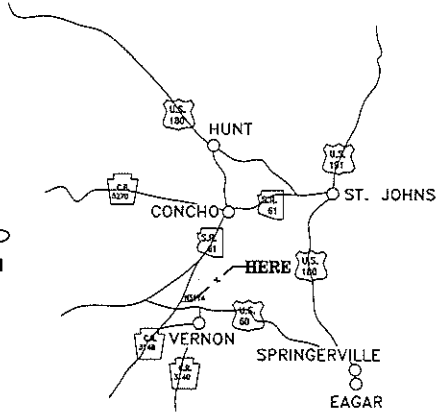


- Note: Drainage Pipe Placement
- ① Set Inlet & Outlet 6" Below Natural Ground Surface.
 - ② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.
 - ③ Cover Above Pipe Should Be A Minimum Of 1 Foot.
 - ④ Field Fit Culverts As Needed Along Project Limits

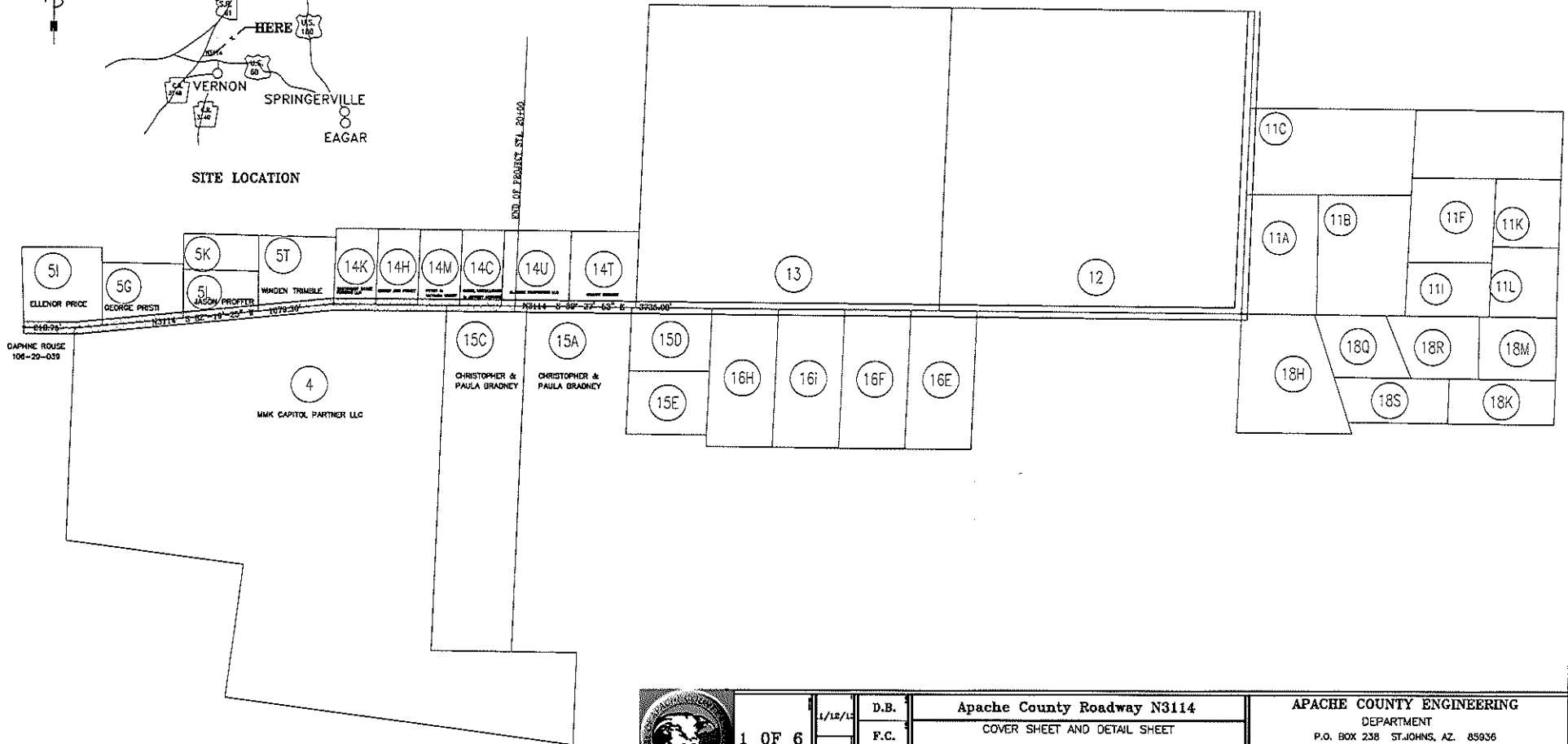
	0 OF 6	1/12/13	D.B.	Apache County Roadway N3114	APACHE COUNTY ENGINEERING DEPARTMENT P.O. BOX 238 ST. JOHNS, AZ. 85638 TELEPHONE: 928-337-7528 FAX: 928-337-2082
			F.C.	COVER SHEET AND DETAIL SHEET	
			F.C.	APACHE WOODLAND ESTATES VERNON, ARIZONA	

Apache County Roadway N3114

TN.10N., RG.24E., SEC.11
 GILA & SALTRIVER BASE AND MERIDIAN
 APACHE WOODLAND ESTATES
 VERNON, ARIZONA
 PARCEL MAP 106-68



SITE LOCATION



1 OF 6

11/12/15	D.B.
	F.C.
	F.C.

Apache County Roadway N3114	
COVER SHEET AND DETAIL SHEET	
APACHE WOODLAND ESTATES	
VERNON, ARIZONA	

APACHE COUNTY ENGINEERING	
DEPARTMENT	
P.O. BOX 238 ST. JOHNS, AZ. 85936	
TELEPHONE: 928-337-7528 FAX: 928-337-2062	

County Road 3114

ORDER OF MAGNITUDE COST ESTIMATE

September 16, 2013

Roadway Buildup & Drainage Improvements: County Standards

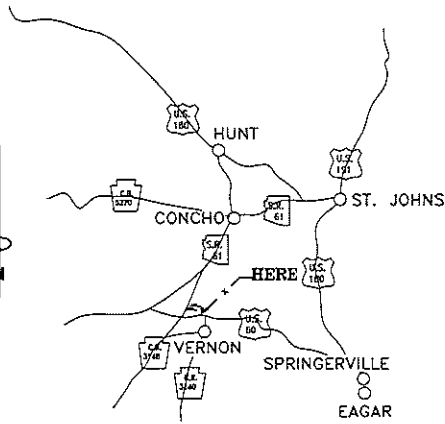
<u>item #</u>	<u>item</u>	<u>quantity</u>	<u>unit</u>	<u>unit cost</u>	<u>amount</u>
1	Roadway Survey	1	LS	\$ 1,500	\$ 1,500
2	Construction Staking	1	LS	\$ 1,000	\$ 1,000
3	Pit Run Cinder Material	3,000	ton	\$ 2.00	\$ 6,000
4	Limestone Cap Material	1,000	ton	\$ 2.50	\$ 2,500.00
5	Placement: Pit Run & Cap	4,000	ton	\$ 2.50	\$ 10,000
6	Transportation: Pit Run & Cap	4,000	ton	\$ 2.50	\$ 10,000
7	Culverts; (4) 24-inch Dia.	80	LF	\$20.00	\$ 1,600
Subtotal =					\$ 32,600
25% Contingency =					\$ 4,890
TOTAL =					\$ 37,490

Survey staking and property boundary establishment along N3114 approximately 1850-linear feet (approx .35 miles) east of CR 3148. Raise roadway elevation by placement of approximately 3,000 tons of pit run 2-inch minus cinders approximately 24-feet wide 12-inches deep with 2-foot sloped shoulders each side of roadway. Placement of Limestone capped material 4-inches deep. Install culverts as needed. Pit run material will be hauled from the County cinder pit located along Stanford approx. 7 miles from the project site. Limestone material hauled from St. Johns pit.

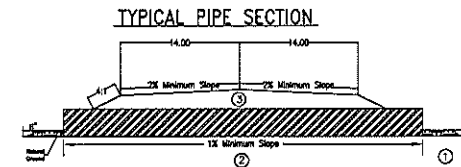
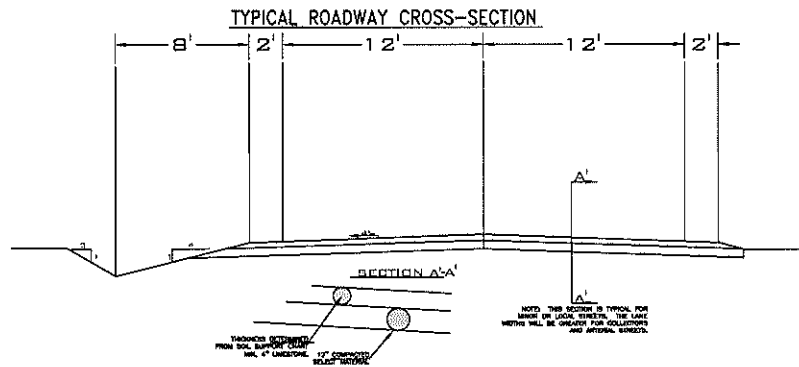
OPTIONAL: On-site construction staking as needed for cinder placement along the horizontal and verticle plane aas well as spot locations for under-raodway culvert flow line elevations.

Apache County Roadway N3119 & N3120

TN.10N., RG.24E., SEC.12
 GILA & SALTRIVER BASE AND MERIDIAN
 THE WILDERNESS SUBDIVISION
 VERNON, ARIZONA



SITE LOCATION



Note: Drainage Pipe Placement

- ① Set Inlet & Outlet 6" Below Natural Ground Surface.
- ② From Inlet To Outlet Of Pipe, Use A Minimum Of 1% Slope Or Follow Natural Ground Contour.
- ③ Cover Above Pipe Should Be A Minimum Of 1 Foot.
- ④ Field Fit Culverts As Needed Along Project Limits



1 OF 2

1/21/13

D.B.
F.C.
F.C.

Apache County Roadway N3119 & N3120
 COVER SHEET AND DETAIL SHEET
 THE WILDERNESS SUBDIVISION
 VERNON, ARIZONA

APACHE COUNTY ENGINEERING
 DEPARTMENT
 P.O. BOX 238 ST. JOHNS, AZ. 85936
 TELEPHONE: 928-337-7528 FAX: 928-337-2062

Apache County Roadway N3119 & N3120

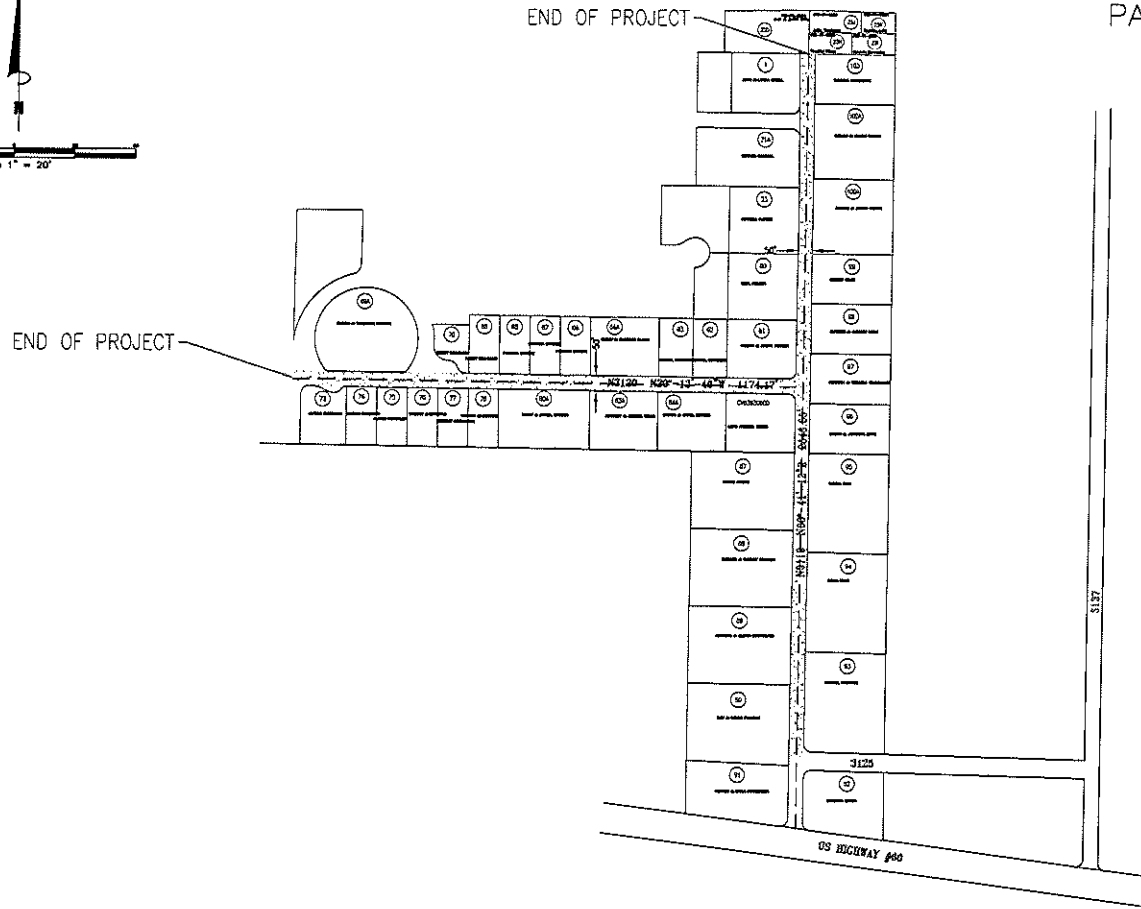
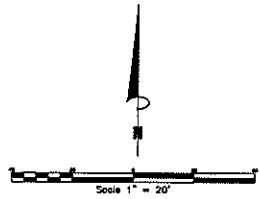
TN.10N., RG.24E., SEC.12

GILA & SALTRIVER BASE AND MERIDIAN

THE WILDERNESS SUBDIVISION

VERNON, ARIZONA

PARCEL MAP 106-70



2 OF 2	1/21/13	D.B.	Apache County Roadway N3119 & N3120
		F.C.	COVER SHEET AND DETAIL SHEET
		F.C.	THE WILDERNESS SUBDIVISION VERNON, ARIZONA

APACHE COUNTY ENGINEERING DEPARTMENT P.O. BOX 238 ST. JOHNS, AZ. 85036 TELEPHONE: 928-337-7528 FAX: 928-337-2062
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N-County Roads 3119, 3120, 3121,3123, 3124, 3125

ORDER OF MAGNITUDE COST ESTIMATE

September 18, 2013

Roadway Buildup & Drainage Improvements

<u>item #</u>	<u>item</u>	<u>quantity</u>	<u>unit</u>	<u>unit cost</u>	<u>amount</u>
1	Roadway Survey	-	LS	\$ 1,500	\$ -
2	Construction Staking	1	LS	\$ 2,000	\$ 2,000
3	Pit Run Cinder Material	2,300	ton	\$ 2.50	\$ 5,750
4	Limestone Cap Material	2,300	ton	\$ 5.00	\$ 11,500
5	Placement	4,600	ton	\$ 6.00	\$ 27,600
6	Transportation	4,600	ton	\$ 4.50	\$ 20,700
Subtotal =					\$ 67,550
25% Contingency =					\$ 10,133
TOTAL =					\$ 77,683

Construction staking along N3119 & 3120, approximately 4225- linear feet (.80 miles) within the Wilderness Area Subdivision, just North of Hwy 60 in the Vernon area. Raise roadway elevation by placement of approximately 4600 tons of pit run 2-inch minus cinders approximately 24-feet wide w/2-foot shoulders either side 4-inches deep with a 4-inch deep cap material. Install culverts as needed. Sub-grade material will be hauled from the County cinder pit located along Stanford Rd with cap material hauled from limestone pit located in St. Johns.

OPTIONAL: On-site construction staking as needed for cinder placement along the horizontal and verticle plane aas well as spot locations for under-raodway culvert flow line elevations.

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

January 7, 2014
St. Johns, Arizona

Present were, Chairman Tom M. White, Jr., Vice Chairman Barry Weller, Supervisor Joe Shirley, Jr., and County Manager/Clerk of the Board, Delwin Wengert. County Attorney Michael Whiting and Attorney Joe Young participated via the telephone.

Chairman White called to order the Board of Supervisors meeting, the Public Health District, the Library District meeting and Jail District at 8:41 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chief Deputy Sheriff Brannon Eagar gave the invocation.

Chuck Moter led the Pledge of Allegiance.

Chairman White called for the Health District items.

Keli Sine, Assistant Health Director, requested approval to renew the contracts with Jennifer Foote, RN, Marilyn Slaughter, RN, and Rebecca Rivera, RN to provide clinical services as subcontractors. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Keli Sine, Health Director, requested approval to move April Blair, Program Coordinator I, from a work schedule of 80 hours a pay period to 40 hours a pay period due to the change in grant funding. This will result in a cost savings of \$13,102.75. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mrs. Sine stated that this is the result of the County not pursuing a grant and letting North Country take the grant and will subcontract with the County. Vote was unanimous.

Keli Sine, Health Director requested approval of \$3,500 Capacity Building Award for the Medical Reserve Corp from the National Association of County and City Health Officials. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Keli Sine, Assistant Health Director, requested approval of a new part-time, temporary Health Educator I position, 19 hours per week, no benefits paid from Health Start Grant, not to exceed 90 days at a rate of pay \$9.74 per hour. Mrs. Sine stated that this is due to an employee on medical leave. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Keli Sine, Health Director, requested approval to convert an existing vacant full-time Health Educator I position to two part-time (19 hour per week, no benefits) positions. A part-time Health Educator position is needed for the Teen Outreach Program in Ganado and Chinle utilizing grant funds from the Teen Outreach Program. Mrs. Sine stated that this change will result in a cost savings of \$1,013.00. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the Library District item.

Judith Pepple, Library Director, requested approval to maintain Melissa Thomas' current rate of pay when she moves from part-time to full-time Library Specialist I for the Sander's Public Library. Rate of pay is \$9.56 per hour. **Mr. Weller moved approval, seconded by Mr. Shirley. Vote was unanimous.**

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

Chairman White called for the Jail District item.

Commander Mike Cirivello requested approval to convert the currently vacant full-time Jail Nurse, R.N. position to four (4) permanent part-time Nurse R.N. position with no benefits. All positions combined will not exceed 40 hours per week. This change will result in a savings of \$21,000. **Mr. Weller moved approval, seconded by Mr. Shirley.** Commander Cirivello explained that it has been difficult to obtain a full time nurse when the pay is so much better at the hospitals and by creating 4 part-time positions, nurses can each work an entire day by filling in on their day off from their regular job. Vote was unanimous.

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

Chairman White called for regular agenda items.

Ferrin Crosby, County Engineer requested approval to enter into Task Agreement #1 with BIA Division of Transportation, Chinle Agency and Districts I & II for the purpose of road maintenance on BIA routes. Mr. Crosby provided an overview of the BIA's responsibilities and that the only requirement was that an operator be provided by the districts. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Weller stated that he reviewed this issue with the County Engineer and he looks at it as a potential benefit to the citizens in the county where roads are not being maintained properly but is an added burden to the labor force and wanted to know the benefit to the districts. Mr. White asked about removing District II from the contract if he was not happy in the future. Mr. Whiting responded that the County could cancel the agreement with majority vote by the Board. Mr. White stated that his concern is the roads but he doesn't want to bite off more than he can chew. Chairman called for the vote. Mr. Shirley voted aye, Mr. Weller stated that he chooses to abstain since this is District I and II's issue and he does not intend to take action in those districts. Mr. White asked Mr. Whiting if this could only be approved for District I and not include District II. Mr. Whiting stated that the Board would need to amend the contract so that it is clear that the agreement is with District I, but it could be passed and approved today. Motion died for lack of a second. **Mr. White moved to approve the agreement to only include District I, seconded by Mr. Shirley. Vote was unanimous with all three Supervisors voting aye.**

Mr. White opened the floor for the call to the public.

George Walsh, a resident from Vernon, Arizona stated that he recently learned there was a plea agreement made with the employee that was charged with 64 counts of theft from the Treasurer's Office and he believes the Board and taxpayers were denied the rights under the Arizona Crime Victim's Bill of Rights because no plea can be accepted without coming before the Board. Mr. Weller stated that he does not know if the County Attorney is ready to address this issue today but asked that this issue be placed on a future agenda for discussion. Mr. Whiting stated that the case is being handled by the Arizona Attorney General and the prosecutors are out of Phoenix.

County Engineer, Ferrin Crosby presented the item for District III Roads for a public hearing followed by discussion and possible action regarding approval of adding to the Apache County Road Maintenance System, Non-system Roads N3119, N3120 and N3114 and approval of a resolution. Mr. Crosby stated that the estimated cost would be \$115,173. Mr. Weller provided an overview of the process that led up to this being brought before the Board. **Mr. Weller stated that there are other roads in the County that are bad but this road has the least amount of size and because of the density would be less of a maintenance problem and would make a safe transverse for the people who live there and moved approval. Mr. White seconded the motion.** Chairman White opened the public hearing.

Sharon Clark, a resident living on Road 3120 stated she was in favor of approval of the item.

Linda Philbrook, a resident living off Road 3124 stated her vehicle is being damaged by driving on the road and was in favor of approval of the item.

Lynda Tanner, a resident living on Road 3114 stated that she is in favor of approval of adding the roads to the maintenance list due to medical and emergency personnel not being able to drive to homes on the road.

Ronald Thebeau, a resident living of Springerville, stated that he was in support of approval to add the roads to the maintenance list.

George Walsh, a resident of Vernon, Arizona stated that he has supports the Board taking the roads into the system.

Peter Vibert, a resident living on Road 3114, stated that driving the road is dangerous and he supports the County taking the road into the maintenance system.

Richard Miller, a resident living on Road 3114 stated that the roads where he lives are bad but 3114 is the worst.

Kathy Hoogerwerf, a resident who lives on the far end of Road 3114 stated that there are Times that medical personnel can't get to her and asked the Board to do something about the roads.

Public comment was concluded and Mr. Weller stated that he believes that little by little the County can pick up some of these tremendously bad roads that affect a significant portion of the population.

Mr. White stated that there are many bad roads in the county but unfortunately the money that is allocated by HURF is not enough to cover the maintenance costs for all the roads. Mr. Crosby provided an overview of what would be needed to fix the three roads such as culverts and limestone. Mr. White asked what the total mileage is for the 3 roads. Mr. Crosby stated it is about 6000 feet or 1.2 miles for all 3 roads. Mr. White expressed his concern with more requests down the road if this is approved because there is not the funding for them all and is afraid it will start taking money from the County's contingency fund. Mr. Weller stated that action on this item would probably bring more request and petitions to consider taking on more roads and just as in this case, the Board would take every request independently and look at it realistically, associated with the budget and desire to improve conditions for residents where possible. Mr. Weller stated that he is aware in the past that both District I and II have from time to time, adopted roads when possible. Mr. Weller stated that there is money in the budget that is available for maintenance and emergency conditions. Mr. Shirley stated that he hears the concerns from the public and in regard to Road 3114 being the worst road in the County he would have to disagree; there are roads in his District that are impassable so he does not think you can refer any one road as the worst. Mr. Shirley stated that he would love to add all of these roads to the system but there is just not the money available to fix them all; there is not enough money to fix the roads currently in the system. Mr. White stated that he would like to table this item until he has a chance to go look at the roads and bring this back at the next meeting. **Mr. Weller amended his motion to table the item, seconded by Mr. White.** Motion passed

Mr. Wengert presented the Consent Items A-I except to table Item G. County Manager/Clerk of the Board: A. Request approval of minutes dated December 17, 2013. B. Request approval of demands dated December 17, 2013 to January 7, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount AMERICAN FAMILY LIFE ASSURANCE 1,194.12 APACHE COUNTY MEDICAL 146,234.00 APACHE COUNTY TAX WITHHOLDING 127,968.40 AZ STATE RETIREMENT SYSTEM 85,797.94 COLONIAL LIFE AND ACCIDENT INS 1,291.45 CORRECTIONS OFFICER RET PLAN 8,787.39 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,201.29 MERITAIN HEALTH FLEXIBLE SPENDING 1,144.96 MUTUAL OF OMAHA 1,222.71 NATIONWIDE 1,355.00 PUBLIC SAFETY PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET 29,163.65 SECURITY BENEFIT GROUP 1,546.00 SUPPORT PAYMENT CLEARINGHOUSE 2,701.09 AIR-A-ZONA FLAG CO INC 2,626.14 ARIZONA STATE FORESTRY DIVISION 4,686.96 AZ DEPARTMENT OF ENVIRONMENTAL QUALITY 4,520.00 AZLGEBT 263,685.50 BARNES, PATRICIA M 3,935.00 BAUMAN HOME AND AUTO INC 1,730.65 BLUE HILLS ENVIRONMENTAL 1,891.69 BRADCO 24,295.86 COUNTRY MOUNTAIN AIRWAVES LLC 5,654.88 CULLEN, DENIS E 1,984.09 DELL COMPUTER CORPORATION 1,710.61 DIAMOND DRUGS INC 4,265.56 EMPIRE MACHINERY 50,256.54 FRONTIER 4,635.02 FRONTIER 1,453.88 GRAVES PROPANE CO INC 3,972.36 HAVERLAND, DEBORAH KAY 1,251.94 HEWLETT PACKARD COMPANY 4,342.31

HILLYARD INC 1,384.20 IFURN.COM INC 3,611.42 INGRAM LIBRARY SERVICES 4,653.20 IT1 SOURCE LLC 2,312.95 KTN RADIO STATION 1,811.25 MYTOPO 1,002.95 NAVAJO TRIBAL UTILITY AUTHORITY 2,190.43 NAVOPACHE ELECTRIC COOPERATIVE 15,794.95 NORCHEM DRUG TESTING LABORATORY 1,681.01 PATTERSON, DANA BRYCE 8,500.00 PIMA COUNTY MEDICAL 2,230.00 PITNEY BOWES 3,738.00 QUILL CORP 5,347.14 R AND B TREE REMOVAL 11,850.00 RACHER'S OFFICE EQUIPMENT 4,125.00 REAL AZ DEVELOPMENT COUNCIL 2,000.00 TAYLOR LAW OFFICE PC 1,000.00 TEDFORD, THOMAS F 6,901.20 TJP COMMUNICATIONS 3,234.53 TOWN OF EAGAR 9,753.79 TYLER TECHNOLOGIES INC 6,125.00 VERITAS RESEARCH CONSULTING 1,609.26 VERIZON WIRELESS 1,433.03 WILLIAMS LAW GROUP PLLC 8,500.00 AZ DEPT OF REVENUE 1,098.44 AAA ARIZONA INC 2,790.00 ADHS AZ HEALTH CARE COST 22,400.00 ARLYS'S COMPANY INC 1,624.74 AZ SUPREME COURT 4,310.00 BRADCO 25,530.44 EMPIRE MACHINERY 1,591.37 GOLIGHTLY TIRE 2,927.35 GRAVES PROPANE CO INC 2,710.76 HAMBLIN, BRYCE MARK 1,133.00 HILLYARD INC 1,667.21 OVERHEAD DOOR COMPANY OF CENTRAL ARIZONA 8,148.78 QUILL CORP 1,233.32 SECURUS TECHNOLOGIES INC 1,418.31 SIERRA PROPANE 2,065.60 THOMSON REUTERS WEST 3,609.96 UNIVERSAL FLEET CARD 1,297.03 VERIZON WIRELESS 1,199.08 WOODLAND BUILDING CENTER 1,905.98 YOUNG, JOSEPH 10,960.00 BRADCO 25,450.74 CRESCENT ELECTRIC SUPPLY CO 1,231.03 KB WELDING INC 2,038.77 LSH LIGHTS 1,056.45 NAVAJO TRIBAL UTILITY AUTHORITY 1,134.07 COURTESY CHEVROLET 32,768.73 CRESTLINE SPECIALTIES INC 4,901.84 DELL COMPUTER CORPORATION 4,392.81 FERRELL GAS 1,660.78 GALLUP BLUEPRINT 2,580.00 LATHAM, MICHAEL 1,903.46 LAW OFFICE OF MARSHA GREGORY 8,500.00 PARKS, BRUCE O 1,600.00 RIM COUNTRY MECHANICAL 4,270.00 JP COMMUNICATIONS 1,336.12 VERIZON WIRELESS 2,773.39 WHITING, GARRET LEE 1,800.00 WHITING, MICHAEL B 1,800.00 AMERICAN FAMILY LIFE ASSURANCE 1,194.12 APACHE COUNTY MEDICAL 147,383.00 APACHE COUNTY TAX WITHHOLDING 127,655.32 AZ STATE RETIREMENT SYSTEM 85,895.06 COLONIAL LIFE AND ACCIDENT INS 1,291.45 CORRECTIONS OFFICER RET PLAN 8,991.23 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,412.06 MUTUAL OF OMAHA 1,233.71 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 14,657.84 PUBLIC SAFETY SHERIFF RET 29,484.74 SECURITY BENEFIT GROUP 1,546.00 SUPPORT PAYMENT CLEARINGHOUSE 3,138.09

Personnel Items: C. Probation Services: Request authorization to remove Paulette Davis from probationary status effective December 29, 2013 with the 2.5% end of probation increase. D. District II: Request authorization to remove Wilbur Smith from probationary status effective January 1, 2014 with the 2.5% end of probation increase. E. District II: Request authorization of the lateral transfer of Brian Owens from Facility/Construction Worker II, to the vacant Road Maintenance Worker II position with his current salary of \$26,861.15. F. District I: Request authorization to convert the vacant Secretary position back to a Custodian/Groundskeeper position and fill the vacancy. This position was converted to a Secretary position on July 9, 2013. This will result in a cost savings of \$1,001. Community Development: ~~G. Request approval to re-appoint Tom Tilford and Patsy Plant as Planning and Zoning Commission members for a four (4) year term.~~ H. Request approval of a reversion to acreage for Jorjanna VanSteenberg to combine two lots in Hacienda San Juan, Lots 281 and 282. Property is located near St. Johns, AZ parcel 203- 50-281 & 203-

50-282. This was unanimously approved by the Planning and Zoning Commission. I. Request approval of a reversion to acreage for Helen Mae Coombs to combine 4 lots in The Wilderness lots 5, 6, 7, & 8. Property is located near Vernon, AZ. Parcels 106-70-005, 106-70-006, 106-70-007 and 106-70-008. This was unanimously approved by the Planning and Zoning Commission. **Mr. Weller moved approval with the exception of Item G, seconded by Mr. Shirley.** Vote was unanimous.

Recorder Lenora Johnson, requested approval to move the Election Department under the Recorder's Office to become effective upon Board approval. This administrative merge is to enable the offices to streamline logistics and programmable services, to assure additional safeguards to the election process, to address recent changes to election laws, the bifurcation of the election rules in a more efficient and uniform manner, and to maximize services within the budgetary constraints. Recorder Johnson briefed the Board on the upcoming elections that will be held and how having both the election and recorder services will help facilitate the voting process that would bring a tremendous improvement to the County. **Mr. Shirley moved approval, seconded by Mr. Weller.** Mr. Wengert stated that he has met with Recorder Johnson several times on this issue and she runs a very good department and Angela and Nancy have done a great job over the years and after every election there is an audit and the past audits have been almost perfect and he wanted the Board and the public to know that this merge is not due to any kind of problem with the Election Department; it is to strengthen both departments.

Edison Wauneka, Executive Director of the Navajo Nation Election Administration voiced his support for the merge.

Mr. Weller stated that he has been exceptionally pleased with both the Recorder and Election Offices and when this idea was presented he asked for clarification or justification and he has not received that justification or detail on any factual data as to the need for the merge. Mr. Weller stated that each time he has asked the reason for the merge he has not been given a specific answer to help him see the benefit associated with the merge. Mr. Weller stated that usually when departments merge it is because of a problem but that is not the case here and with no benefit financially or otherwise, he does not see a reason for the merge and hesitates to impact the departments by this merge. Mr. Weller stated that things change and department heads and people leave and he hesitates to support the merge without more factual data and when all the people associated with this proposed merge are doing exceptional jobs and sees no reason to change something that works. Mr. White agreed that both offices are doing a good job and he supports the merge. Motion passed 2-1 with Mr. Weller voting nay.

Chuck Moter, Probation Director, requested approval to continue the Intergovernmental Agreement between the Arizona Supreme Court, Apache County School Superintendent's Office and the Apache County Superior Court for Detention Education funding in the amount of \$45,506.00. Mr. Moter stated that this is an ongoing IGA and source of funding and requires no matching funds. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Angela Romeo, Election Director, requested approval of the cancellation of the Call of Election for the Vernon Fire District Board previously approved on September 17, 2013.

Kathy Hoogerwerf, a resident of Vernon stated that she is a candidate for the fire district board stated that she is unclear with all the issues related to the reason for the cancellation of the election and if cancelled, would she have to again collect signatures on the petitions. Mr. Weller provided a history of the issue related to the resignation of the Vernon Fire District Board which resulted in an administrator being appointed until a new Board could be elected. Mr. Weller stated that in the process of many discussions with citizens in the fire district, it was felt that there was a need to change that Board to from a 3 member to a 5 member Board so there was an item put before the Board of Supervisors to change the number of members and that was approved but then the County Administration discovered that problematically it did not meet statutory requirements and this vote today is not to correct that; it is to cancel the election. Angela Romero, Election Director stated that if the election was cancelled, the petitions would have to be gathered related to that new time frame.

Steven Coombs, a candidate for the Vernon Fire District Board, stated that the election should go forward with the 3 member board and if the people want to change the board to a five member board the petitions can be gathered and submitted to the Board of Supervisors. Mr. Coombs stated that he supports going forward with the election so that the fire district is again under local control even as a 3 member Board. Mr. Coombs referenced a letter that was sent out to the public by the Administrator of the fire district that said that the plan was to cancel the election, have the citizens get together and gather signatures of 25% of the people so that the Board of Supervisors can consider expanding the Board from a 3 member to a 5 member fire district board. Mr. Coombs stated that has not happened and it is not right that the Board of Supervisors cancel an election when they have a fiduciary duty to fill the fire board as soon as possible. Mr. Coombs stated and if the election is cancelled and rescheduled for the next opportunity, that takes it to August and that is wrong; everything is in place for an election in March with 9 candidates. Mr. Coombs stated that as a candidate, he supports a 5 member board; that it would serve him better to have this election as a 5 member board because he has a better chance of being elected but he thinks moving forward with a 3 member Board is the right thing to do for the District and the Board of Supervisors has an obligation to return the fire district back to a board.

Lorraine Vaught, a resident of Vernon, stated that as a taxpayer she is being left out of the loop and not kept informed of issues, and certain things are not being done correctly within the County in regard to the recent road issue and now the Vernon Fire Board election, she does not feel the process is being done correctly due to lack of organization and communication within the County.

George Walsh, a resident of Vernon, Arizona stated that both the call for election and changing the Vernon Fire District from 3 to 5 members was done illegally by the Board of Supervisors and should be ratified since the Board did not have the statutory backing to do what they did.

Noreen Keeler, a resident of Vernon, Arizona stated that if in fact the Supervisors had given out to the public that there would be a 5 person board, that means their petitions may have been signed by more than what should be allowed so that would mean someone is going to have to review those signatures to verify that someone didn't sign all 5 petitions when only three should have been.

Mr. Shirley asked Mr. Whiting if this election can move forward. Mr. Whiting stated that three things could be considered by the Board 1.) Proceed with the election for a 3 member board, 2.) Cancel the election and continue with the paid administrator, 3.) Proceed with the election for the 3 member board, and then the citizens of the fire district can collect signatures and request the Board of Supervisors increase the fire district board members to 5.

Mr. Shirley stated that he feels there is a need to proceed with the election, that he isn't even sure the petitions will be collected for a 5 member board and in the meantime there is a need to get the community their fire board.

Mr. Weller asked Election Director Angela Romero to comment and clarify the issue on the number of petitions a person is allowed to sign. Ms. Romeo stated that the only time the signatures are reviewed is if there is a challenge filed, that without a challenge it is assumed that every signature is valid. Mr. Weller stated that based on what he heard today, he does not disagree with Mr. Shirley, that we should move forward with the election but he needs to know that we are doing this appropriately. Mr. Whiting responded that it is appropriate to move forward with the election, that the call to election was for the current board as it exists so the 3 member board was in existence when the call for election was called for by the Supervisors last year so it would be for the same number of members. Mr. White also agreed the election should be held. No action was needed or taken.

Ferrin Crosby, County Engineer, requested approval of a Safety Boot Program Policy for County employees. A discussion was held regarding the policy. Mr. Shirley stated that he thought this was a good idea and thought it should be increased to \$200 for 2 years but also asked what would happen if an employee left right after they receive their reimbursement. Mr. Crosby stated that was a good point and stated that he would take direction on what the Board wanted to do. A discussion was held on the possibility of prorating the amount. Mr. Weller stated that this should be tabled until it could be worked out.

George Walsh, a resident of Vernon, stated that a policy of this nature that is outside the Engineering Department should go through Human Resources as a county wide policy and there is nothing in the policy that requires a person to wear the shoes and shows no repercussions to not abiding by the policy. Mr. Crosby responded that the policy does require the employee wear the boots, that this is not a choice it is a policy that will be adhered to with prescribed disciplinary action for failure to do so. Mr. Wengert stated that this policy is a proactive attempt to try and cut down on workman's compensation claims so this is fully justified and would pay for itself over the long run.

Lorraine Vaught, a resident of the County asked why the Board would consider voting on something when the Board does not have all the information.

Steven Coombs, a resident of the County stated that he believes the policy is a good idea but the employee should be responsible for buying their own boots.

Mr. White tabled the item.

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

Approved this 21st day of January, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

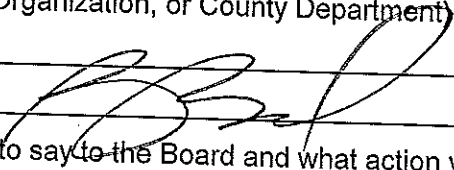
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

APPROVAL OF DEMANDS

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 01/21/14

Signature: 

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

Request approval to transfer Temporary Employee Ralph Chee into the currently vacation Equipment Mechanic III position at \$32,619.60 per year, effective 01/06/14.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: 

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

RALPH CHEE

JUSTIFICATION FOR SALARY ABOVE MINIMUM AND FOR REHIRE

Mr. Chee currently has the following qualifications for rationale for salary above minimum:

- Mr. Chee served previously as a Road Worker III as well as an Equipment Mechanic III for Apache County for five years.
- Mr. Chee holds a CDL which allows him to perform maintenance on all vehicles as well as to conduct Road Worker functions when and if needed.
- Mr. Chee is a certified welder



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 01/21/14 Signature: Telephonic with Supervisor White

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

Request approval to convert the currently vacant Facilities & Construction Worker II position to a Facilities & Construction Worker III and fill the vacancy.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Treasurer's Office**

Date: **1.09.2013**

Signature: _____

M. Begay

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

Treasurer's Office: Request approval to extend the temporary employment of Christy Rushing for up to but not exceeding 120 days or \$5500 in salary, effective retro 1/13/2014. This position is needed to assist with the implementation of the new Tyler system, parcel verification for the upcoming auction, assist with investor interest reports, assist with 1990s, assist with reporting of refunds and judgment deeds, and assist with processing NSF checks.

Date & Time Needed: Affective Immediately

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

JUSTIFICATION TO KEEP CHRISTI FOR UP TO BUT NOT TO EXCEED 120 DAYS

Background: Christi was hired originally to assist in the processing of enormous amount of tax receipts. During the height of receipts (about 60 days) she processed on average 250 receipts per day. The justification for this was to allow other personnel to work on various aspects of the Tyler System development.

Current Situation: Tax receipts began to slow down (the daily average) as the Holidays started, to an average of about 300-400 per week. However, they are picking up now as property owners are paying on delinquent parcels to avoid being sold at the auction in mid-February. The Tyler system implementation is starting to really increase for the Treasurer's office now that the Assessor's "go-live" date is close. Consequently, there is an enormous amount of time to be dedicated in cleaning up data, establishing new processes and procedures, report development, etc. The Tyler implementation team is requiring review of data before the tax data is uploaded into the new system for training in March.

Proposal: Analise has significant duties during the next 60 days that will require her full attention:

- Parcel verification for the auction
- Investor interest reports and 1099s
- Reporting of refunds and judgment deeds
- Processing of NSF checks

All these are in addition to her regular day-to-day duties of demands, refund processing, bankruptcies, training of staff, etc. To allow Christi to remain on staff for another 120 days would get the office close to "go-live" date in April. Christi specifically would assist in some of the processes for the auction, i.e. verification of parcels to be listed for auction, assist in Tyler requirements, i.e., duplicate certificate clean-up for Tyler Implementation, and she would assist in the preparation of the interest amounts for the investors. Her additional 120 days would allow for the smooth continuance of daily operations, while allowing staff to comply with Tyler Implementation requirements and deadlines.

The cost for up to 120 days should not exceed \$5,500 (\$8/hour + EREs for 120 days). The current budget as of 6 January 2014 reflects 44% spent. The projected total costs for the remaining 6 months will be within budget even with this additional expense.

$\$8 \times 40 \text{hrs} = \320 per week

17 weeks \times $\$320 = \$5,440$ salary for the 17 weeks.

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

January 2, 2014

VIA E-MAIL AND FIRST CLASS MAIL

Mr. Delwin Wengert
Apache County Manager and
Clerk of the Board of Supervisors
P.O. Box 425
St. Johns, Arizona 85936

Re: The Industrial Development Authority of the County of Apache

Dear Delwin:

As you are aware, I have been serving, the past several years, as counsel to The Industrial Development Authority of the County of Apache (the "Apache County IDA").

Under the provisions of A.R.S. 35-705, the Board of Directors of the Apache County IDA are to be elected by the Board of Supervisors of Apache County. This statute also contemplates that the Board of Directors of the Apache County IDA will serve staggered six-year terms.

In order to reorganize the Apache County IDA in the spring of 2012, it was necessary for the Apache County Board of Supervisors to take appropriate action, on March 6, 2012, to re-elect John Lang to a six-year term expiring March 5, 2018, to re-elect Steve Nicoll to a four-year term expiring March 5, 2016 and to re-elect Eric Broadbent to a two-year term expiring March 5, 2014.

I am writing at this time to request that prior to March 5, 2014, that the Apache County Board of Supervisors take appropriate action to re-elect Eric Broadbent to a six-year term as a Director of the Apache County IDA for a term that will expire March 5, 2020.


Operating in this fashion we will be able to assure that the Apache County IDA has a full complement of duly elected Directors that are interested in the overall mission of the Apache County IDA and available to take action, when such is either required or warranted.

Mr. Delwin Wengert
January 2, 2014
Page 2

RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

Please give me a call or drop me a note if or to the extent you have any questions or I can be of any ongoing assistance regarding this matter.

Yours very truly,


William F. Wilder

WFW:szl

cc: Mr. Eric Broadbent
Mr. John Lang
Mr. Steve Nicoll

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

IT Department _____

Date/Signature: 12/23/2013

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

The IT Department requests that the Apache County Board of Supervisors continue our support relationship with Lyle LeFevre as we transition away from legacy software with which Mr. LeFevre is intimately familiar. This relationship benefits the Treasurer's Office, Assessor's Office, the IT Department, and Apache County.

_____ BOS Meeting Date Requested 1/2/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: Pending

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN

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

_____ Signature Clerk of Board _____

PROFESSIONAL SERVICES CONTRACT

Lyle Lefevre

This Agreement is entered into on this 15th day of January, 2013, by and between the Apache County Board of Supervisors (hereafter "County") and Lyle Lefevre, hereafter referred to as "Contractor".

RECITALS

1. Whereas, County is in need of certain services relating to county computer software, information technology, and related services; and,
2. Whereas County has previously employed Contractor to provide these services and he is uniquely qualified in understanding County systems and efforts to modernize such system; and,
3. Whereas, Contractor has retired and is no longer eligible to accept his full-time position; and,
4. Whereas the Contractor has unique experience, qualifications and training to perform the desired work and desires to work with County, and County desires to employ Contractor in this endeavor; albeit in a temporary, short-term arrangement;

Scope of Work: Contractor shall assist with Treasurer's office software functions and migration.

Confidentiality and Safe Storage: Contractor agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party any information discovered or disclosed in connection with this Agreement, except as approved in writing by County, and will be subject to the same oath of loyalty and duties of confidentiality as if acting as a full-time employee.

Duration of Agreement: This Agreement shall be effective from the date signed below, and shall endure for a period of six months or until such time as Contractor's contract is renewed by mutual agreement, whichever occurs first. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, Contractor shall be paid for services provided up to the date of termination. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).

Payment: Apache County shall compensate Contractor for the work provided under this Agreement as follows:

Contractor shall be paid at an hourly rate for all services at the rate of \$50 per hour. Provided; however, that Contractor may only be paid up to ten hours per week and shall not receive compensation in excess of ten hours per week unless previously having received written consent by the Apache County Board of Supervisors. Contractor shall not receive retirement contributions or other expenses normally associated with an employee of County.

The County will pay for the proper performance of the identified services on a monthly basis after it receives a signed, demand for payment. The invoice must provide an itemized breakdown of hours worked and must certify the total cost of all services rendered.

Independent Contractor: It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Contractor is not to hold himself/herself out as an employee of Apache County. Contractor shall not make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the County, except as may be expressly provided for herein or authorized in writing. Apache County shall NOT pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

Contractor warrants that it is qualified to perform the identified services and will devote the time and professional ability as is necessary to most effectively and efficiently perform the Services that have been identified.

Conditions of Payment: All services performed by the Contractor under this Contract shall be performed in accordance with professional standards, and in accordance with applicable federal, state and local laws, ordinances, rules and regulations. The Contractor shall not receive payment for services the County finds unsatisfactory or which were performed in violation of federal, state or local law, ordinance, rule, or regulation.

Assignment: This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Agreement without the prior written consent of County. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be void.

Provisions of Law: This Agreement is subject to and shall be governed by the laws of the State of Arizona.

Integration and Merger: This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire Agreement of the parties herein above mentioned.

Dispute Resolution: In the event of disputes arising under this Agreement, both Contractor and County agree to attempt to resolve this matter through mediation, with each party to pay one-half of any costs thereof, before proceeding to Court.

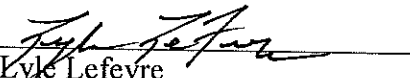
In the event a conflict does proceed to Court, the parties agree that the courts of Apache County, Arizona, will have jurisdiction over the matter, and both parties consent to the jurisdiction of that Court.

Certifications of Contractor: Pursuant to Arizona Revised Statutes Section 35-397, the Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

Contractor certifies and warrants that it is in compliance with Arizona and Federal immigration law, including the requirement to utilize the E-Verify to ensure employees are eligible for employment. Contractor shall allow County to inspect its employment records to verify compliance. Failure of Contractor to comply with state and federal immigration law or to allow reasonable inspections of employee records constitutes a material breach of this Agreement.

The parties hereby have caused this Agreement to be executed as of the date set forth herein above:

Tom White
Apache County Board of Supervisors
Chairman


Lyle Lefevre

Date

1/14/14
Date



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Treasurer's Office**

Date: **12.19.2013**

Signature: *M. Begay*

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

Treasurer's Office: Request approval to enter a 5yr agreement with Loomis Courier for safe handling of county funds, weekly cash orders for the Treasurer's office, and deposits to Wells Fargo Bank. Loomis will provide pick-up of funds up to 5 times a week and provide a safe which will provide automated electronic fund transfers. This service will reduce the risk, liability and exposure to County funds and it's associates.

5yr agreement will assume a cost of approximately \$23,836

Date & Time Needed: Effective Immediately

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Agenda Item for Treasures office: 1/07/2014

Loomis U.S Deposit pick-up once a week

Option A: \$429.05 per month, \$5,148.60 per year

Sentinel SCM dual SINGLE note validators (2500 note capacity) \$397.27 a month per location

Option B: \$120.75 for one deposit per week or \$5,447 per year, \$241.50 two deposits per week or \$10,894 per year.

Sent one of the County Treasurer's associate's to make deposit in Showlow at Wells Fargo. Pay fuel (\$0.55 per mile) and 4 hours of payroll (Approximately 2 hours for travel and 2 hours for banking deposits for an entire week.

Showlow:

Miles: 45 x .55 = \$24.75

Hours: 4 x 20(Avg) = \$80

Total per week = \$104.75

Per year (52 weeks)= \$5,447

Option C: \$104.20 for one deposit per week or \$5,418.40 per year, \$208.40 for two deposits per week or \$10,836.80.

Sent one of the County Treasurer's associate's to make deposit in Snowflake at Wells Fargo. Pay fuel (\$0.55 per mile) and 4 hours of payroll (Approximately 2 hours for travel and 2 hours for banking deposits for an entire week.

Snowflake:

Miles: 44 x \$0.55 = \$24.20

Hours: 4 x \$20(Avg) = \$80

Total per week = \$104.20

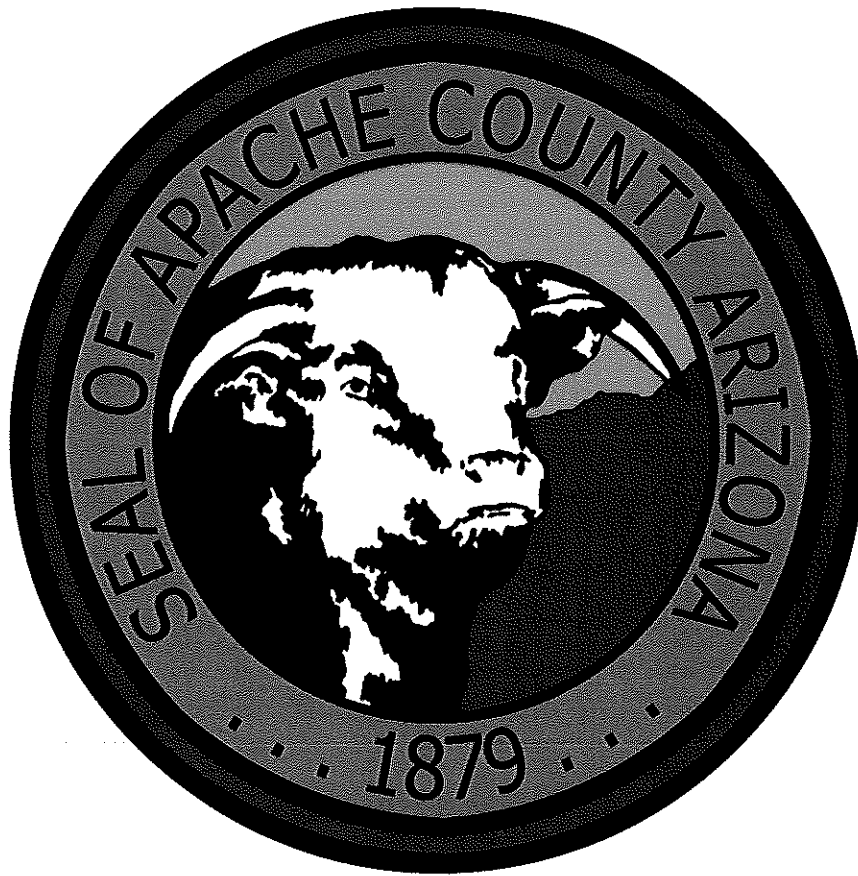
Per year (52 weeks) = \$5418.40

Using Loomis to pick up deposits once a week will:

1. Save the county approximately \$300 dollars annually in cost
2. Not put county associates a risk during travel to make deposits
3. County Associates are not bonded and insured if an incident was to occur during travel or robbery
4. Deposit transactions would be transmitted daily via electronic wire transactions. This will allow for accurate accounting in the Treasurer's office daily and will reduce risk of unbalanced reporting.
5. Will control the integrity of the Treasurer's office and its associates
6. Reduces Risk, Liability, and Exposure to the County funds
7. Keeps productivity in the treasurer's office by keeping staff in house rather than sending them out of the office to make deposits.
8. Allows the Treasurer's office to securely occupy up to 2500 notes in a safe and allows for receipts to be printed when depositing money immediately.

APACHE COUNTY

Safety Boots Program



Apache County Safety Boots Program

Purpose:

The purpose of this program is to enhance the current employee Injury and Illness Prevention Program by providing superior quality protective footwear, which meets or exceeds the current OSHA §3380 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

Scope:

All employees in the job classifications noted in "Attachment A" are required to wear authorized and approved quality protective safety footwear.

Program:

- a. Employees are required to wear safety boots at all times while working in areas requiring safety footwear. These areas are determined by the department head or foreman. Any construction site equipment shop or material pit is deemed one of these areas. All other areas will be at the discretion of the foreman or department head. Employees shall ensure that their safety shoes are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- b. Employees will be required to acquire safety boots before working in areas where the use of safety boots is mandatory.
- c. Employee's failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.
- d. Foreman/department heads are required to ensure that new employees with job classifications in "Appendix A" have been provided with the safety boots program requirements and have both the foreman/ department head and employee shall sign an affidavit that the employee has received such. Once this affidavit is signed the employee is approved for safety boots purchase/reimbursement allowance by being placed on the approved Safety Boots purchase list that will be updated Bi-annually. Foremen/Department heads shall provide periodic safety boots information to all employees whose job classification appears on "Appendix A".
- e. Each Department shall be responsible for the implementation and funding of the Safety Boots Program.
- f. The County shall not pay for shoes that do not meet the Safety Boots requirements.
- g. Medical waivers for foot protection are not acceptable except for temporary conditions

as certified by a medical practitioner licensed by the state of Arizona.

- h. Employees need to be made aware that the up to \$150 allowance for the Safety Boots purchase will be included on all IRS W-2 forms as reportable taxable income and are liable for any and all taxes incurred for such safety boots reimbursements.

Procedures:

The use of authorized safety boots is **mandatory** for all County field and shop personnel identified in "Attachment A".

The Safety Boots shall be rated as: ASTM F2413 05 (M/F) I/75 C/75 (ST EH) 6" height or greater, and be leather or composite material with a supported heel, steel toe or composite toe caps. ***Suede material and wedge soles will not be authorized or approved.***

Within thirty calendar days after employment with Apache County, employees that meet the criteria on "Attachment A" list will be required to obtain safety boots as required in the Safety Boots Program. Discounted group prices currently have been negotiated with the vendor listed below.

- **LeHigh Outfitters**

The current dollar value of the safety boots purchase/reimbursement allowance is \$150.00. All vendors must provide boots that meet the ASTM/ANSI requirements. Employees will be liable for additional cost exceeding the stated allowance amount. Employees may purchase outside of the negotiated vendor list as long as it meets the safety boots rating described above however, if an employee's purchases outside of the listed vendor, the employee will pay 100% of the cost of the approved safety boots and request a reimbursement check from County finance up to the allowance amount of \$150.00, any additional cost exceeding the safety boots allowance amount will be paid by the employee and is not considered taxable or reimbursable. All repairs and returns to the boots vendors will be the responsibility of the employees.

Thereafter, employees will be placed on the bi-annual vendor purchase list from their foreman/department head, normally 24 months after their first safety boots was purchased. (One pair of safety boots every 2years will be issued). Foreman/Department head will check off the approved safety boots list and verify the employee's name and employee number thus ensuring that employees did not purchase boots less than 12 months prior when requesting safety boots allowance. With the exception of extraordinary work related circumstances authorized in writing by their foreman/department head, replacement or repair of the safety boots within that year period will be the responsibility of the employee.

The Foreman/Department head must evaluate, on a case-by-case basis, employee requests for special footwear or exemption to this program. Medical certification from the employee's treating physician is required for each such requested exemption. The treating physician must provide an assessment of viable footwear alternatives that ensure the safe protection of the employee. The County Public Works Director, Highway Superintendent/Roads Manager, or Department Head will have the final approval of authorized alternative footwear. The employee will be responsible for additional costs above the original dollar value of the original county issued safety boots allowance.

In the event an employee leaves county employment with in a year of the program benefit the employee will reimburse the county on a prorated basis starting from the purchase date of the footwear to the one year anniversary of the purchase. For example $(\text{cost of the footwear}) \times ((365 - \text{days in employment})/365)$.

Attachment A

Classifications Affected by the Apache County Safety Boots Program

Occupational Job Classes	Class Code	Department
County Engineer	13001	Engineering
Roads Manager	13027	Engineering
Highway Superintendent	13002	Engineering
Civil Engineering Aide I	13003	Engineering
Civil Engineering Aide II	13004	Engineering
Civil Engineering Aide III	13005	Engineering
Publics Works Foreman I	13007	Engineering
Publics Works Foreman II	13008	Engineering
Road Maintenance Worker I	13009	Engineering
Road Maintenance Worker II	13010	Engineering
Road Maintenance Worker III	13011	Engineering
Operations Manager	13012	Engineering
Field Operations Manager	13013	Engineering
Equipment Mechanic I	13014	Engineering
Equipment Mechanic II	13022	Engineering
Equipment Mechanic III	13023	Engineering
Automotive Mechanic I	13015	Engineering
Automotive Mechanic II	13024	Engineering
Automotive Mechanic III	13025	Engineering
Crusher Operator II	13026	Engineering
Crusher Operator III	13028	Engineering
Shop Foreman	13016	Engineering
Automotive Part Clerk	13017	Engineering
Roads Inspector	13018	Engineering
GIS Program Technician	13019	Engineering
Civil Engineering Technician I	13020	Engineering
Civil Engineering Technician II	13021	Engineering
Admin. Coordinator	18002	*Office & Admin Support

Executive Asst.	18003	*Office & Amin Support
Office Manager	18004	*Office & Amin Support
Admin Asst. I	18023	*Office & Amin Support
Admin Asst. II	18028	*Office & Amin Support
Admin Asst. III	18029	*Office & Amin Support
Manager, Communications	601	Communications
Technician, Senior	602	Communications
Technician	603	Communications
Grants Manager	207	Finance
Director, Building & Maint.	3001	Building, Maint. & Grounds
Inmate Super, Facilities & Const	3010	Building, Maint. & Grounds
Supervisor, Facilities & Const	3002	Building, Maint. & Grounds
Facilities & Const Worker I	3006	Building, Maint. & Grounds
Facilities & Const Worker II	3005	Building, Maint. & Grounds
Facilities & Const Worker III	3004	Building, Maint. & Grounds
Custodian	3007	Building, Maint. & Grounds
Groundswoker	3008	Building, Maint. & Grounds
Custodian/Grounds worker	3009	Building, Maint. & Grounds
Building Official	4002	Planning & Zoning
Enforcement Officer	4005	Planning & Zoning
Building Inspector I	4009	Planning & Zoning
Building Inspector II	4008	Planning & Zoning
Building Inspector III	4007	Planning & Zoning
Wildlife Mitigation Coordinator	4010	Planning & Zoning
Environmental Health Coord.	14005	Public Health
Health Sanitation Aide	14013	Public Health
Div. Mgr. Environmental Health	14014	Public Health
District Supervisors (D1,D2,D3)	9999	Board of Supervisors
District Manager	702	Engineering
County Manager	301	County Manager
Property Appraiser I	104	Assessor
Property Appraiser II	105	Assessor
Property Appraiser III	106	Assessor
Appraiser Apprentice	114	Assessor

*These Positions are eligible for the Safety Boots Program and are determined by the foremen/department heads discretion and is required. These positions must demonstrate a need for foot protection.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office/ Emergency Management

Date/Signature: *[Signature]* 12-30-13

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

Approval and acceptance of Homeland Security Grant Program award #999100-01 and #130100-01, Multi-Jurisdictional Communications Upgrade in the following amounts, #999100-01 \$59,800.00 and #130100-01 \$46,600.00. This award is for new radios for the three police departments and the Sheriff's Office to replace old outdated portables and mobiles. BOS Meeting Date Requested _____

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

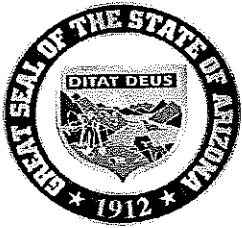
Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN

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



Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

December 20, 2013

Chief Deputy Brannon Eagar
Apache County Emergency Management
P.O. Box 518
St Johns, AZ 85936

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999100-01**
Project Title: **Apache County Multi Jurisdictional Communications Upgrade**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Apache County Multi Jurisdictional Communications Upgrade**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$59,800**. The grant performance period is **December 1, 2013 through June 30, 2014**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available. **This award letter supersedes the award letter that was dated September 21, 2012 in the amount of \$59,800.**

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

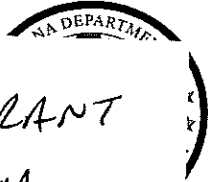
1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
3. **NIMS Compliance Certification (enclosed)- New Requirement for FFY 2013.**

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before February 28, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.

ORIGINAL GRANT
AWARD FROM
10/1/12 - HELD UP
BECAUSE OF AUDITS
*(Supplemental
Award also Attached)*



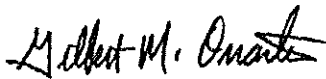
ntia

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sergeant Richard Guinn

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **999100-01** Sub-Recipient: **Apache County Emergency Management**

Project Title: **Apache County Multi Jurisdictional Communications Upgrade**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Apache County Emergency Management**
Point of Contact: **Sergeant Richard Guinn**

Sub-recipient Address:
Street: **P.O. Box 518**

City/State/Zip: **St Johns, AZ 85936**


Head of Agency: **Chief Deputy Brannon Eagar**
Authorized individual has delegated authority to make application on behalf of the agency.
Phone#: **928-337-4321**

E-mail Address: **beagar@co.apache.az.us**

2. Organizational Type: **County Government**
3. Region or Entity: **North Region**
4. Initiative Title: **Strengthen Interoperable Communications Capabilities**
5. Total Dollar Amount Requested: **\$202,200** Total Dollar Amount Awarded: **\$59,800**
6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **1.1.0=1.1.1;1.1.2;1.1.3/5.1.0=5.1.1**
7. Identify the primary National Priority that is supported by this project from the dropdown box below:
NP 5. Strengthen Interoperable Communications Capabilities
8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
New
9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
Yes, however partial funding will result in less than necessary total of radios needed for narrow banding upgrade. Priority would be #1) portables for the police departments(30 total, \$27,000.00) , #2) mobiles for PD's (12 VHF - \$14,400.00) and Sheriff's Office (4- VHF \$9,200.00, 4 - UHF \$9,200.00(\$18,400.00)).
10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
Eagar Police Department - Chief Mike Hogan 928-333-xxxx, Springerville Police Department - Chief Mike Nuttall 928-333-xxxx, St Johns Police Department -Chief Donny Jones 928-337-xxxx, Apache County Sheriff's Office- Chief Deputy Brannon Eagar - 928-337-4321

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact Sergeant Richard Guinn  A70 12/30/13
 Print Name Signature Date

Strategic Planner or Assistant Director Planning & Preparedness _____
 Print Name Signature Date

This form is to be signed and returned.

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$202,200	\$59,800	\$59,800
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$202,200	\$59,800	\$59,800

NIMS Compliance Certification

Agency _____

Grant Agreement Number _____

Please complete the form, sign and return to AZDOHS with Award Packet materials.

1. Has the jurisdiction formally adopted, and/or maintained the adoption for Fiscal Year (FY) 2013, the National Incident Management System as its all-hazards incident management system?

Yes No

2. Does the jurisdiction review and revise plans to incorporate NIMS components, principles, and policies?

Yes No

If yes, select all that are reviewed/revised

Emergency Operation Plans

All-hazard Plans

Standard Operating Procedures

Mitigation Plans

Standard Operating Guidelines

Training Plans

3. Does the jurisdiction promote and/or develop intrastate mutual aid agreements and assistance agreements throughout the State/Territory?

Yes No

Do these include agreements with the private sector?

Yes No

Do these include agreements with Non-governmental Organizations?

Yes No

4. Does the jurisdiction promote and/or develop interagency mutual aid agreements and assistance agreements throughout the jurisdiction?

Yes No

Do these include agreements with the private sector?

Yes No

Do these include agreements with NGOs?

Yes No

5. Have NIMS concepts and principles been incorporated into all appropriate jurisdiction training?

Yes No

If yes, which of the following has been incorporated?

Flexibility

Resource management

Scalability

Incident command

Standardization

Multiagency coordination

Interoperability and compatibility

Public Information

NIMS Compliance Certification

6. Has the jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the *NIMS Training Program*, receive NIMS training in accordance with their incident management responsibilities?

Yes No

7. Have NIMS concepts and principles been incorporated into all appropriate jurisdiction exercises?

Yes No

If yes, which of the following has been incorporated?

- | | |
|--|---|
| <input checked="" type="checkbox"/> Flexibility | <input checked="" type="checkbox"/> Resource management |
| <input checked="" type="checkbox"/> Scalability | <input checked="" type="checkbox"/> Incident command |
| <input checked="" type="checkbox"/> Standardization | <input checked="" type="checkbox"/> Multitagency coordination |
| <input checked="" type="checkbox"/> Interoperability and compatibility | <input checked="" type="checkbox"/> Public Information |

8. Has the jurisdiction inventoried its response assets?

Yes No

If yes, which disciplines are represented in your response inventory?

- | | |
|---|---|
| <input type="checkbox"/> Animal emergency response | <input checked="" type="checkbox"/> Law enforcement |
| <input type="checkbox"/> Emergency medical system | <input checked="" type="checkbox"/> Search and rescue |
| <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public health and medical |
| <input type="checkbox"/> Hazmat | <input type="checkbox"/> Public works |
| <input checked="" type="checkbox"/> Incident management | |

9. Has the jurisdiction typed its response assets to conform to Tier 1 NIMS National Resource Typing Definitions, as available on the FEMA website: <http://www.fema.gov/national-incident-management-system>?

Yes No

10. Does the jurisdiction have a process to determine availability of response assets in accordance with Tier 1 NIMS National Resource Typing Definitions, as available on the FEMA website:

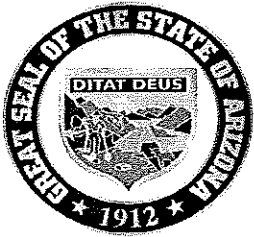
<http://www.fema.gov/national-incident-management-system>?

Yes No


Authorized Signature Above

RICHARD GUINN, EMERGENCY SERVICES COORDINATOR
Print Name and Title Above

12/30/13
Enter Date Above



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2012

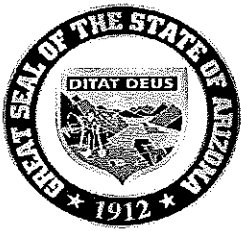
Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.



Governor Janice K. Brewer



Director Gilbert M. Orrantia

State of Arizona

Department of Homeland Security

December 20, 2013

Chief Deputy Brannon Eagar
Apache County Emergency Management
P.O. Box 518
St Johns, AZ 85936

Subject: FFY 2012 Homeland Security Grant Program Award
Grant Agreement Number: **999100-01**
Project Title: **Apache County Multi Jurisdictional Communications Upgrade**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Apache County Multi Jurisdictional Communications Upgrade**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$59,800**. The grant performance period is **December 1, 2013 through June 30, 2014**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available. **This award letter supersedes the award letter that was dated September 21, 2012 in the amount of \$59,800.**

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
3. **NIMS Compliance Certification (enclosed)- New Requirement for FFY 2013.**

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before February 28, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

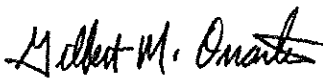
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

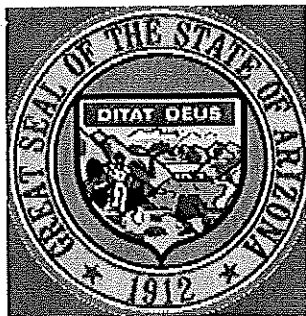
Sincerely,



Gilbert M. Orrantia
Director

Cc: Sergeant Richard Guinn

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)



STATE OF ARIZONA

Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

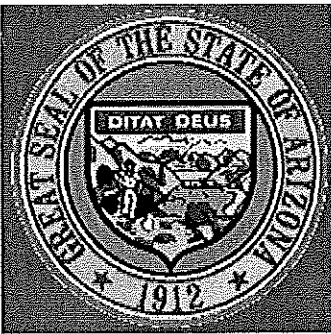
Apache County Emergency Management

999100-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$202,200.00	\$59,800.00	\$59,800.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$202,200.00	\$59,800.00	\$59,800.00



STATE OF ARIZONA
 Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Apache County Emergency Management

999100-01

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at msfidham@azdohs.gov.

Brief Description and Utilization:	This grant will fund the purchase of handheld radios and mobile radios for the four law enforcement agencies that serve Apache county residents. These new radios will replace end of life equipment that is currently fielded. Some of the current equipment is not narrow band capable, most of the fielded portables are no longer manufactured or supported by the manufacturer. The new radios will be programmed according to OECP and PSIC guidance for National Priority programming as well as the county and regional TICP which is in the development process at this time. All plans for narrow banding have been completed and the plan has been implemented. Narrow banding will be completed by the end of this calendar year. Most important is that all responder agencies will have the same equipment with the same programming which will result in ease of communications and reduced cost in
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
06CP-01-MOBL	radio, mobile, VHF 50 watt	24	\$1,200.00	\$28,800.00	Maryann Johns	0	\$0.00
06CP-01-MOBL	radio, mobile, VHF 100 watt	24	\$2,300.00	\$55,200.00	Maryann Johns	0	\$23,600.00
06CP-01-MOBL	radio, mobile, UHF 100 watt	24	\$2,300.00	\$55,200.00	Maryann Johns	4	\$9,200.00
06CP-01-PORT	radio, handheld, VHF	60	\$900.00	\$54,000.00	Maryann Johns	30	\$26,880.00
06CP-03-PRAC	Speaker microphones and spare batteries for portables	60	\$150.00	\$9,000.00	Maryann Johns	30	\$120.00

Totals For Apache County Emergency Management Contract Number 999100-01 *Requested* \$202,200.00 *Approved* \$59,800.00



Governor Janice K. Brewer

State of Arizona Department of Homeland Security

SUPPLEMENTAL
AWARD GRANTED
THIS YEAR.

December 16, 2013

Chief Deputy Brannon Eagar
Apache County Emergency Management
P.O. Box 518
Saint Johns, AZ 85936-0518

Subject: FFY 2013 Homeland Security Grant Program Award
Sub Grant Agreement Number: **130100-01**
Project Title: **Apache County Multi Jurisdictional Communicat**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Apache County Multi Jurisdictional Communications Upgrade**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$46,600**. The grant performance period is **October 1, 2013 through September 30, 2014**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). **This award letter supersedes the award letter that was dated September 23, 2013 in the amount of \$46,600.**

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Go to www.azdohs.gov under Grants and download two original Subgrantee Agreements.
2. Project Administration Page (enclosed).
3. **NIMS Compliance Certification (enclosed)- New Requirement for FFY 2013.**
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

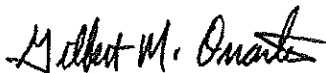
completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Sergeant Richard Guinn

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s), NIMS Compliance Certification

This form is to be signed and returned.

Grant #: **130100-01** Sub-Recipient: **Apache County Emergency Management**

Project Title: **Apache County Multi Jurisdictional Communications Upgrade**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **Apache County Emergency Management**
Point of Contact: **Sergeant Richard Guinn**

Sub-recipient Address:
Street: **P.O. Box 518**

City/State/Zip: **Saint Johns, AZ 85936-0518**

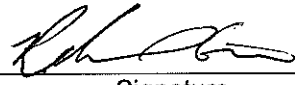
Head of Agency: **Chief Deputy Brannon Eagar**
Authorized individual has delegated authority to make application on behalf of the agency.
Phone#: **928-337-4321**

E-mail Address: **beagar@co.apache.az.us**

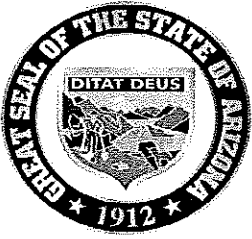
2. Organizational Type: **County Government**
3. Region or Entity: **North Region**
4. Initiative Title: **Strengthen Interoperable Communications Capabilities**
5. Total Dollar Amount Requested: **\$46,600** Total Dollar Amount Awarded: **\$46,600**
6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **1.1.0=1.1.1,1.1.2,1.1.3/5.1.0=5.1.1**
7. Identify the primary National Priority that is supported by this project from the drop down box below:
NP 5. Strengthen Interoperable Communications Capabilities
8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
Ongoing, partially funded last under same title through SHSGP FFY12 at \$59,000.00
9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
Yes, partial funding would be accepted, priority would be on the purchase of portable radios and associated accessories, \$21,000.00
10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
Eagar Police Department-Chief Mike Hogan, 928-333-xxxx; Springerville Police Department-Chief Mike Nuttall 928-333-xxxx; Saint Johns Police Department-Chief Donnie Jones 928-33-xxxx; Apache County Sheriff's Office 928-337-4321.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Sergeant Richard Guinn		12/30/13
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness	_____	_____	_____
	Print Name	Signature	Date

This form is to be signed and returned.



State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2013

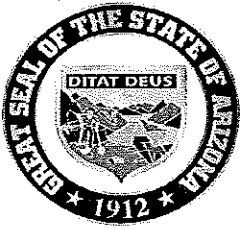
Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.



Governor Janice K. Brewer

State of Arizona

Department of Homeland Security



Director Gilbert M. Orrantia

December 16, 2013

Chief Deputy Brannon Eagar
Apache County Emergency Management
P.O. Box 518
Saint Johns, AZ 85936-0518

Subject: FFY 2013 Homeland Security Grant Program Award
Sub Grant Agreement Number: **130100-01**
Project Title: **Apache County Multi Jurisdictional Communications Upgrade**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Apache County Multi Jurisdictional Communications Upgrade**" has been funded under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$46,600**. The grant performance period is **October 1, 2013 through September 30, 2014**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). **This award letter supersedes the award letter that was dated September 23, 2013 in the amount of \$46,600.**

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2. Project Administration Page (enclosed).
3. **NIMS Compliance Certification (enclosed)- New Requirement for FFY 2013.**
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Hard copies of the subgrantee agreement will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before January 31, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

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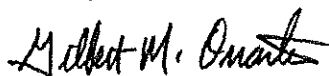
completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

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- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
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- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

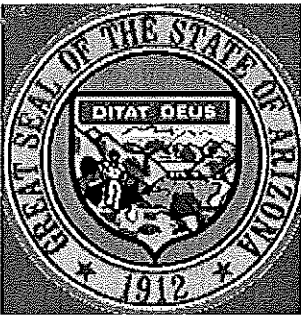
Sincerely,



Gilbert M. Orrantia
Director

Cc: Sergeant Richard Guinn

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s), NIMS Compliance Certification



STATE OF ARIZONA

Department of Homeland Security

2013 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

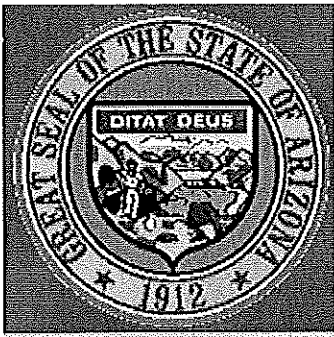
Apache County Emergency Management

130100-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$46,600.00	\$46,600.00	\$46,600.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$46,600.00	\$46,600.00	\$46,600.00



STATE OF ARIZONA
 Department of Homeland Security
2013 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK
 Apache County Emergency Management 130100-01
Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	This grant will fund the purchase of handheld and mobile radios for the four law enforcement agencies that serve Apache County residents. These radios will replace end of life equipment that is no longer supported by the manufacturer. The new radios will be programmed in accordance with recommendations from OECP, PSIC and the RAC. This new equipment and programming scheme will support the responder agencies and the Multi-Jurisdiction TICP that is currently under development between Navajo and Apache County. Most importantly this will allow the four responder agencies to have the same equipment and programming to facilitate communications during incident operations.
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
06CP-01-MOBL	radio, mobile, VHF 50 watt	6	\$1,200.00	\$7,200.00	Maryann Johns	6	\$7,200.00
06CP-01-MOBL	radio, mobile, VHF 100 watt	4	\$2,300.00	\$9,200.00	Maryann Johns	4	\$9,200.00
06CP-01-MOBL	radio, mobile, UHF 100 watt	4	\$2,300.00	\$9,200.00	Maryann Johns	4	\$9,200.00
06CP-01-PORT	radio, handheld, VHF	20	\$900.00	\$18,000.00	Maryann Johns	20	\$18,000.00
06CP-03-PRAC	speaker microphones, earpieces and spare batteries	20	\$150.00	\$3,000.00	Maryann Johns	20	\$3,000.00

Totals For Apache County Emergency Management Contract Number 130100-01 *Requested* \$46,600.00 *Approved* \$46,600.00

NIMS Compliance Certification

Agency _____

Grant Agreement Number 130100-01

Please complete the form, sign and return to AZDOHS with Award Packet materials.

1. Has the jurisdiction formally adopted, and/or maintained the adoption for Fiscal Year (FY) 2013, the National Incident Management System as its all-hazards incident management system?

Yes No

2. Does the jurisdiction review and revise plans to incorporate NIMS components, principles, and policies?

Yes No

If yes, select all that are reviewed/revised

Emergency Operation Plans

All-hazard Plans

Standard Operating Procedures

Mitigation Plans

Standard Operating Guidelines

Training Plans

3. Does the jurisdiction promote and/or develop intrastate mutual aid agreements and assistance agreements throughout the State/Territory?

Yes No

Do these include agreements with the private sector?

Yes No

Do these include agreements with Non-governmental Organizations?

Yes No

4. Does the jurisdiction promote and/or develop interagency mutual aid agreements and assistance agreements throughout the jurisdiction?

Yes No

Do these include agreements with the private sector?

Yes No

Do these include agreements with NGOs?

Yes No

5. Have NIMS concepts and principles been incorporated into all appropriate jurisdiction training?

Yes No

If yes, which of the following has been incorporated?

Flexibility

Resource management

Scalability

Incident command

Standardization

Multiagency coordination

Interoperability and compatibility

Public Information

NIMS Compliance Certification

6. Has the jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the *NIMS Training Program*, receive NIMS training in accordance with their incident management responsibilities?

Yes No

7. Have NIMS concepts and principles been incorporated into all appropriate jurisdiction exercises?

Yes No

If yes, which of the following has been incorporated?

- | | |
|--|---|
| <input checked="" type="checkbox"/> Flexibility | <input checked="" type="checkbox"/> Resource management |
| <input checked="" type="checkbox"/> Scalability | <input checked="" type="checkbox"/> Incident command |
| <input checked="" type="checkbox"/> Standardization | <input checked="" type="checkbox"/> Multitagency coordination |
| <input checked="" type="checkbox"/> Interoperability and compatibility | <input checked="" type="checkbox"/> Public Information |

8. Has the jurisdiction inventoried its response assets?

Yes No

If yes, which disciplines are represented in your response inventory?

- | | |
|---|---|
| <input type="checkbox"/> Animal emergency response | <input checked="" type="checkbox"/> Law enforcement |
| <input type="checkbox"/> Emergency medical system | <input checked="" type="checkbox"/> Search and rescue |
| <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public health and medical |
| <input type="checkbox"/> Hazmat | <input type="checkbox"/> Public works |
| <input checked="" type="checkbox"/> Incident management | |

9. Has the jurisdiction typed its response assets to conform to Tier 1 NIMS National Resource Typing Definitions, as available on the FEMA website: <http://www.fema.gov/national-incident-management-system>?

Yes No

10. Does the jurisdiction have a process to determine availability of response assets in accordance with Tier 1 NIMS National Resource Typing Definitions, as available on the FEMA website: <http://www.fema.gov/national-incident-management-system>?

Yes No


Authorized Signature Above

RICHARD QUINN, EMERGENCY SERVICES COORDINATOR
Print Name and Title Above

12/28/13
Enter Date Above



STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

PLEASE FILL OUT THE SUBGRANTEE AND PROJECT TITLE BLANKS ONLY

Grant #: **Applicant:** **Apache County Emergency Management**

Project Title: **Apache County Multi Jurisdictional Communications Upgrade**

The following document(s) have been completed and submitted with the application.

Check if Completed

Grant Workbook

- Project Administrative Page (Questions 1-10)
- Project Narrative (Questions 11-13)
- Project Justification (Questions 14 & 15)
- Target Capabilities (TCA, Questions 16 & 17)
- Milestones (Question 18)

Please be sure to only complete the following worksheets that pertain to your project.

- Equipment Budget Detail Worksheet
- Equipment Budget Narrative
- Training Budget Narrative & Detail Worksheet
- Exercise Budget Narrative & Detail Worksheet
- Planning Budget Narrative & Detail Worksheet
- M&A Budget Narrative & Detail Worksheet
- Organization Budget Narrative & Detail Worksheet
- Memorandum of Understanding (if applicable)

Please check the following boxes if

-Your agency is NIMSCAST Compliant

For more information on NIMSCAST:

<http://www.fema.gov/nimscast/index.jsp>

-Your agency is registered with and participating in E-Verification Program

For more information on E-Verify

http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm

The following tabs MUST be completed

- Standard Data Collection Form
- Financial System Survey
- Budget Summary
- Project Summary
- FFATA Summary

The due date for this application is March 2, 2012 at 5:00PM. No late applications will be accepted. No incomplete applications will be accepted. There will be no opportunity for clarifications once the application has been submitted. To submit an application please click on the link below:

<http://www.azdohs.gov/application2012.asp>

Central and North Regions, Phoenix and Tucson UASI		East and West Regions, State Agencies		South Region, Operation Stonegarden
Susan Dzubanko (602) 542-1777 sdzubanko@azdohs.gov		John Coughlin (602) 542-7012 jcoughlin@azdohs.gov		William Seltzer (602) 542-7044 wseltzer@azdohs.gov

Grant Timeline

March 2, 2012 no later than 5:00 PM (Arizona Time) - Application due to AZDOHS

March 5 - March 9, 2012 AZDOHS reviews grant applications

March 12 - March 30, 2012 Applicable applications will be reviewed by Working Groups as necessary. Regional Advisory Councils will provide recommendations to the Director of AZDOHS

TBD - AZDOHS Applications due to Federal DHS

On or before September 2012 - Awards will be made to local jurisdictions and state agencies

Grant Period - Start date will be determined by the date on the official award notice to Arizona from U.S. DHS. The local jurisdictions grant award period will not exceed 12 months

**STATE OF ARIZONA
Department of Homeland Security**

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

FOR THIS SECTION BE SURE TO CHOOSE A PROGRAM

Grant #: Applicant:

Project Title:

Grant Program:

PROJECT ADMINISTRATIVE PAGE

1. Applicant
 Applicant Address:
 Mailing Address:
 City/State/Zip:
 City State Zip Code
 Head of Agency:
 Title First Name Last Name
 Phone #:
 E-Mail Address:
 Agency's Point of Contact Information:
 Title First Name Last Name
 Phone #:
 Cell Phone #:
 E-Mail Address:

2. Organization Type
 County:
3. Region or Entity:

Program Initiatives

4a. SHSGP, MMRS, CCP:
 4b. Phoenix UASI:
 4c. Tucson UASI:
 4d. Is this LETPA?:
 5. Total Dollar Amount Requested:

6. Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project. To learn more about the strategy visit this website:
<http://www.azdohs.gov/Grants/SHSS.asp>
 1.1.0=1.1.1;1.1.2;1.1.3/5.1.0=5.1.1

7. Identify the primary National Priority that is supported by this project from the drop down box below.
 NP6. Strengthen Interoperable Communications Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc..
 New

9. Can partial funding be accepted for this project? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
 Yes, however partial funding will result in less than necessary total of radios needed for narrow banding upgrade. Priority would be #1) portables for the police departments (30 total, \$27,000.00), #2) mobiles for PD's (12 VHF - \$14,400.00) and Sheriff's Office (4 - VHF \$9,200.00, 4 - UHF \$9,200.00(\$18,400.00)).

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
 Eagar Police Department - Chief Mike Hogan 928-333-xxxx, Springerville Police Department - Chief Mike Nuttall 928-333-xxxx, St Johns Police Department - Chief Donny Jones 928-337-xxxx, Apache County Sheriff's Office- Chief Deputy Brannon Eagar - 928-337-4321

APPROVAL PROCESS

The signatures below verify the approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines.

Project Point of Contact or Agency's Authorized Individual	<input type="text" value="Richard Gulnn"/>	<input type="text"/>
	<i>Typed Name</i>	<i>Signature</i>
AZDOHS Strategic Planner or Assistant Director Planning & Preparedness	<input type="text"/>	<input type="text"/>
	<i>Typed Name</i>	<i>Signature</i>

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: Apache County Sheriff's Office

Project Title: Apache County Multi-Jurisdictional Communications Radio Upgrade

PROJECT NARRATIVE

11. Provide a summary description (scope of work) for this project as well as a description of the need. Be sure to include how this project will support and enhance jurisdictional capabilities that are directly related to the Initiative identified on the previous tab under Item 4. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

To replace out dated End of Life radios used by patrol personnel in the three police departments and the Sheriff's Office. These radios are no longer supported by the manufacturer. Several of the mobile radios are 12 or more years old. A number of them are not narrow band capable. This project will allow for a common communications capability across the four law enforcement agencies that serve Apache County. By using a regional approach to purchase common equipment, all programming, maintenance and support of the equipment is easier and more cost effective. Having the same equipment reduces interoperability impediments due to equipment mismatch, programming differences and accessory support. This approach allows all radios, batteries, microphones, etc, to be interchangeable between agencies if needed. All radios will be programmed in the same fashion, reducing confusion during multi agency operations. All four agencies utilize a single PSAP for communications support.

12. What is the sustainability plan for this project/equipment?

Each agency will sustain the equipment secured by this grant through their general operating funds. New equipment has EOL of approximately 7 years.

13. Provide a summary of the current state of this project, its objectives and any outcomes to be completed prior to this funding. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project has not been started. Price quotes have been obtained for the equipment.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: Apache County Emergency Management

Project Title: Apache County Multi-Jurisdictional Communications Upgrade

PROJECT JUSTIFICATION

14a. Explain how this project supports the State Homeland Security Strategy.

To learn more about the State Homeland Security Strategy, refer to the following website:

<http://www.azdohs.gov/Grants/SHSS.asp>

This project is to replace outdated portable and mobile radios that are at end of life. This will provide a common radio platform across the four local law enforcement agencies that serve Apache County. This is in accord with SHSS goal 1. The new radio equipment, along with standardized programming that includes the priority programming as defined by PSIC, will allow for easier and more consistent communications among responder agencies, particularly during incident response and recovery operations.

14b. Include how this project fits into one (or more) of the State Initiatives. Please refer to the "PROJECT ADMIN TAB" under Item 4. Provide any additional justification that supports this project. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

This project will help to strengthen our interoperable communications capability by standardizing the radio equipment used in the field. Standardizing the equipment allows for a common programming scheme and simplifies the maintenance of the field equipment used by first responders.

15. Describe in detail the goals and objectives of the proposed project. Be sure to address what your organization's current capabilities are, and how the current capabilities of your organization will be impacted or enhanced as a result of this grant. The character limit for this section is 1,000. Do not use any special characters such as a hyphen or apostrophe.

Each of the PD's has approximately 15 sworn and volunteer responders. The Sheriff's Office has approximately 60 sworn and volunteer responders. Currently these four agencies are using a mix of radio equipment from various manufacturers acquired over the last decade or more to equip their personnel and vehicles. Some of these radios are not narrow band capable, most are no longer manufactured or supported by the manufacturer, and many do not have the necessary channel capability to support priority programming. The SO did receive funding several years ago to upgrade some of their portables, approximately 35 were purchased using SHSGP and local funds. The PD's have not upgraded equipment for several years due to funding limitations. The goal of this project is to replace outdated, unsupported equipment; to standardize the equipment used by personnel; 3 and to standardize the radio programming to include all priority programming as recommended by PSIC and OECF.

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: []

Applicant: Apache County Fire/Geny Management

Project Title: Apache County Multi Jurisdictional Communications Upgrade

TARGET CAPABILITIES ASSESSMENT

16. From the 37 Target Capabilities please identify, from the drop down menu, no more than three Target Capabilities supported by this project in priority order. Then enter the proposed amount of funding to be obligated for each Target Capability from this project. To access the Target Capabilities List click on the link below.

<http://www.fema.gov/pdf/government/training/tcl.pdf>

Communications	▼	Enter Amount:	\$202,200
Choose Target Capabilities	▼	Enter Amount:	\$0
Choose Target Capabilities	▼	Enter Amount:	\$0

This amount should equal the total amount being requested for this project. **\$202,200**

17. How will the achieved goals and objectives of this project buy down the risk to your jurisdiction and region?

Having standardized equipment and programming will reduce confusion and operational impediments due to diverse naming conventions, limited channel capabilities, and incompatible components. The new equipment will also facilitate the completion of narrow banding and facilitate the implementation of county wide TICP and RICP which are currently under development.

**STATE OF ARIZONA
Department of Homeland Security**

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: Apache County Emergency Management

Project Title: Apache County Multi-Jurisdictional Communications Upgrade

MILESTONES

18. Provide specific milestones for the project during the course of the performance period. Each milestone (up to 4) should provide a clear description of the projected outcome. Note: If this grant is awarded, the milestones, as identified below, are required to be fulfilled as part of the grant requirement. The grant performance period is 12 months and the projected funding cycle is October 2012 - September 2013. Extensions will only be considered under extenuating circumstances, and additional supporting documentation will be required. Do not use any special characters such as a hyphen or apostrophe.

Milestone 1

Description:	Start Date	End Date
Secure grant award. Complete signature pages, receive board approvals, secure purchase orders, order equipment.		

Milestone 2

Description:	Start Date	End Date
Receive equipment, begin programming and issuing portables to patrol officers, field test for programming issues, correct any identified programming issues, begin installation of mobile radios. Submit necessary documentation along with quarterly report.		

Milestone 3

Description:	Start Date	End Date
Complete installation of mobile radios. Test for programming conflicts, correct identified issues. Submit necessary documentation with quarterly report.		

Milestone 4

Description:	Start Date	End Date
Continue to evaluate and correct any identified programming issues, submit all final documentation with final report.		

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #:

Applicant:

Project Title:

TRAINING - BUDGET NARRATIVE AND BUDGET DETAIL WORKSHEET

All training must be in accordance with and approved by the State Training POC, prior to any contracted services with training provider. Any grant funds used for Communications Unit training must be in compliance with the Arizona Communications Unit Training Coordination Procedure.

More information on the Arizona Communications Unit Training Coordination Procedure can be found at:
<http://azpsic.gov/library/standards/default.htm>

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 2

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 3

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area		Training Level	Choose Training Level	
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel
0	\$0	\$0	\$0	\$0	\$0
					Total
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consumable supplies requested.

Section 4

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area		Training Level	Choose Training Level	
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel
0	\$0	\$0	\$0	\$0	\$0
					Total
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consumable supplies requested.

Section 5

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. **MUST** include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 6

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. **MUST** include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area	Choose Mission Area	Training Level	Choose Training Level			
Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 7

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area: Training Level:

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

Section 8

FEMA approved training class, course number, title and/or conference/training event:
<https://www.firstrespondertraining.gov>

Enter a brief course description. MUST include: 1) proposed location, 2) training provider, 3) provider address, 4) provider point of contact, number and website, 5) estimated number of participants.

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

How does the requested training enhance/sustain capabilities that support the UASI or SHSGP Strategy?

Mission Area: Training Level:

Projected Number of Deliveries (1 or Greater)	Backfill Overtime	Workshops Conferences	Trainers Contractors Consultants	Supplies	Travel	Total
0	\$0	\$0	\$0	\$0	\$0	
Total Cost for All Deliveries	\$0	\$0	\$0	\$0	\$0	\$0

If requesting supplies, you must provide a list of all consummable supplies requested.

TOTAL TRAINING COSTS \$0 \$0 \$0 \$0 \$0 \$0

**STATE OF ARIZONA
Department of Homeland Security**

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #: **2012-00000001**

Applicant: **Arizona County Emergency Management Council**

Project Title: **Arizona County Emergency Management Council**

EXERCISE - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Must be conducted in accordance with the Homeland Security Exercise Evaluation Program (HSEEP).

http://hseep.dhs.gov/pages/1091_HSEEP.aspx

Each Exercise event must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Exercise must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:

<http://www.dao.state.arizona.gov/pubs/acc/AAAM/AAAM-02-022003.pdf>

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	

EXERCISE LEVEL: (Table Top, Functional, Full Scale)

EXERCISE DESCRIPTION: Provide a description of this exercise event. Each allowable exercise expense category must be listed and a brief description provided of each item and how it will be utilized. Estimated costs must be listed: Personnel, Travel, and Supplies, etc. If requesting supplies, provide a list of all consumable supplies requested.

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total
\$0	\$0	\$0	\$0	\$0	\$0	

Backfill Overtime	Contractors Consultants	Design Develop	Exercise Planning	Travel	Supplies	Total

**STATE OF ARIZONA
Department of Homeland Security**

2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Grant #:

Applicant:

Project Title:

ORGANIZATION - BUDGET NARRATIVE & BUDGET DETAIL WORKSHEET

Each Organization activity must be explained in detail. Personnel dollar amounts must list out fringe benefits and costs. Fringe benefits on overtime hours are limited to FICA, Workers' Compensation, and Unemployment Compensation. (Medicare is NOT a reimbursable cost for personnel Backfill/Overtime). All Equipment associated with Organization must be listed on the "Equipment Budget Narrative" page only. **The character limit for this section is 1,000.**

Travel, Lodging and Per Diem rates based on the Arizona Accounting Manual, that can be found at the following website:
<http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
\$0	\$0	\$0

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
\$0	\$0	\$0

Enter the 2011 - 2014 State Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project:

Provide a description of this Organization activity. Each allowable organization expense category must be listed and a brief description provided of each item and how it will be utilized.

Overtime for Information, Investigative and Intelligence Sharing Activities	Select Operational Expenses Associated with Increased Security Measures at CI Sites as Declared by Federal DHS.	New Staff Positions, Contractors, or Consultants for Participation in Information, Intelligence Analysis and Sharing Groups or Fusion Center Activities
\$0	\$0	\$0

TOTAL ORGANIZATION COSTS

TOTAL COSTS

STATE OF ARIZONA
Department of Homeland Security

2012 STATE HOMELAND SECURITY GRANT PROGRAM APPLICATION

Grant #: [REDACTED]

Applicant: Apache County Emergency Management

Project Title: Apache County Multi-Jurisdictional Communications Upgrade

APPLICATION - SUMMARY

<u>FUNDING CATEGORIES</u>	<u>TOTAL</u>
EQUIPMENT	7202,200
TRAINING	\$0
EXERCISE	\$0
PLANNING	\$0
ORGANIZATION	\$0
M & A	\$0
APPLICATION TOTAL	7202,200

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

Grant Number: _____
 Application Number: _____

Project Summary

Local Unit of Government:	Apache County Emergency Management
Award Amount:	\$102,200
Project Title:	Apache County Multi-Jurisdictional Communications Upgrade
Project Description:	To replace outdated End of Life radios used by patrol personnel in our area police departments and fire stations. These radios are no longer supported by the manufacturer. The current model is 10-15 years old. A number of them are not even hand capable. To support the state's interoperability and voice for law enforcement agencies that cover the entire state, we will purchase common equipment, of programming, maintenance and training. This will ensure that all agencies have the same equipment to ensure interoperability. We will also provide programming, maintenance and accessories. This approach will ensure that all agencies have the same equipment and that all agencies are able to communicate with each other. This will ensure that all agencies are able to communicate with each other. This will ensure that all agencies are able to communicate with each other.
Project Type:	Develop/enhance interoperable communication systems
Primary Target Capability:	Emergency Public Safety and Security Response
HSGP Investment Supported:	Strengthen Communications Collaboration
HSGP Primary Goal:	Goal 1 - Enhance Arizona's Common Capabilities
HSGP Objective:	Bolster Arizona's Communication Capability in Interoperable Voice Communications / Radios
Phoenix UASI Investment Supported:	Strengthen Communications Collaboration
Phoenix UASI Primary Goal:	Choose a Phoenix UASI Goal
Phoenix UASI Objective:	Choose a Phoenix UASI Objective
Tucson UASI Investment Supported:	Strengthen Communications Collaboration
Tucson UASI Primary Goal:	Choose a Tucson UASI Goal
Tucson UASI Objective:	Choose a Tucson UASI Objective
Funding Source:	SHSGP - STATE HOMELAND SECURITY GRANT PROGRAM

2012 Budget Summary

Grant Number:
 Application Number:

Allowable Planning Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and implementing homeland security support programs and adopting ongoing DHS National Initiatives	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing related terrorism prevention activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing and enhancing plans and protocols	\$0	\$0	\$0	\$0	\$0	Click Discipline
Developing or conducting assessments	\$0	\$0	\$0	\$0	\$0	Click Discipline
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Conferences to facilitate planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Materials required to conduct planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel/per diem related to planning activities	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs (IAW operational Cost Guidance)	\$0	\$0	\$0	\$0	\$0	Click Discipline
Planning Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Organizational Activities	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime for Information, Investigative, and Intelligence sharing activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during periods of DHS declared alert (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)	\$0	\$0	N/A	N/A	\$0	Click Discipline
Organizational Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Equipment Categories	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Personal Protective Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Explosive Device Mitigation and Remediation Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Operational Search and Rescue Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Information Technology	\$0	\$0	\$0	\$0	\$0	Click Discipline
Cyber Security Enhancement Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Interoperable Communications Equipment	\$0	\$0	\$0	\$0	\$202,200	Law Enforcement
Detection	\$0	\$0	\$0	N/A	\$0	Click Discipline
Decontamination	\$0	\$0	\$0	N/A	N/A	Click Discipline
Medical	\$0	\$0	\$0	\$0	N/A	Click Discipline
Power	\$0	\$0	\$0	\$0	\$0	Click Discipline
CBRNE Reference Materials	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Incident Response Vehicles	\$0	\$0	\$0	N/A	\$0	Click Discipline
Terrorism Incident Prevention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Physical Security Enhancement Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Inspection and Screening Systems	\$0	\$0	\$0	N/A	\$0	Click Discipline
Agriculture Terrorism Prevention, Response, and Mitigation Equipment	\$0	\$0	\$0	N/A	N/A	Click Discipline
CBRNE Prevention and Response Watercraft	\$0	\$0	N/A	N/A	\$0	Click Discipline
CBRNE Aviation Equipment	\$0	\$0	\$0	N/A	\$0	Click Discipline
CBRNE Logistical Support Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Intervention Equipment	\$0	\$0	N/A	N/A	\$0	Click Discipline
Other Authorized Equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Equipment Totals	\$0	\$0	\$0	\$0	\$202,200	\$202,200
Allowable Training Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Overtime and backfill for emergency preparedness	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training workshops and conferences	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Training Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Exercise Related Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Design, Develop, Conduct and Evaluate an Exercise	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise planning workshop	\$0	\$0	\$0	\$0	\$0	Click Discipline
Full- or part-time staff or contractors/consultants	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	\$0	\$0	\$0	\$0	\$0	Click Discipline
Implementation of HSEEP	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Supplies	\$0	\$0	\$0	\$0	\$0	Click Discipline
Exercise Totals	\$0	\$0	\$0	\$0	\$0	\$0
Allowable Management & Administrative Costs	SHSGP	UASI	MMRS	CCP	LETPA	Choose Primary Discipline
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements	\$0	\$0	\$0	\$0	\$0	Click Discipline
Development of operating plans for information collection and processing necessary to respond to FEMA data calls	\$0	\$0	\$0	\$0	\$0	Click Discipline
Overtime and backfill costs	\$0	\$0	\$0	\$0	\$0	Click Discipline
Travel	\$0	\$0	\$0	\$0	\$0	Click Discipline
Meeting related expenses	\$0	\$0	\$0	\$0	\$0	Click Discipline
Authorized office equipment	\$0	\$0	\$0	\$0	\$0	Click Discipline
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Leasing or renting of space for newly hired personnel during the period of performance of the grant program	\$0	\$0	\$0	\$0	\$0	Click Discipline
Management & Administrative Totals	\$0	\$0	\$0	\$0	\$0	\$0
Grand Totals	\$0	\$0	\$0	\$0	\$202,200	\$202,200

**Arizona Department of Homeland Security
Financial Systems Survey**

Name of Organization: Apache County Emergency Management

Person completing survey: Richard Guinn

Date: 2/28/2012

Email: rguinn@co.apache.az.us

PLEASE ANSWER EVERY QUESTION BY CHECKING THE APPROPRIATE BOX. ATTACH MATERIALS AND DOCUMENT Comments AS REQUIRED.

As stewards of federal and state funds, the Arizona Department of Homeland Security (AZDOHS) prefers to award funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?

Yes No

2. Has your organization received funding from the Arizona Department of Homeland Security within the past two years? If yes, specify the grant contract numbers (for OSGP awards prior to FFY08 simply state "Stonegarden" in the blank provided): SHSGP 444403-03

Yes No

3. Has your organization been audited by an independent Certified Public Accountant within the past two years?

Yes No

4. Has your organization completed an A-133 Single Audit within the past two years?

Yes No

5. Has your organization been granted tax-exempt status by the Internal Revenue Service?

Yes No

6. If you answered YES to question #5 under what section of the IRS code?

501 C (3) 501 C (4) 501 C (5) 501 C (6) Other

7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes No

B. FUNDS MANAGEMENT

8. Which of the following describes your organization's accounting system?

Manual Automated Combination

9. How frequently do you post to the General Ledger?

Daily Weekly Monthly Other

10. Does the accounting system completely and accurately track the receipt and disbursements of funds by each

Yes No

11. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes No

12. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?

Yes No

13. Is your organization familiar with Federal Cost Principles (i.e. OMB Circular A-87, A-122 or A-21)?

Yes No

C. INTERNAL CONTROLS

14. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes No

15. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?

Yes No

16. Are all accounting entries and payments supported by source documentation?

Yes No

17. Are cash or in-kind matching funds supported by source documentation?

Yes No

18. Are employee time sheets supported by appropriately approved/signed documents?

Yes No

19. Does the organization maintain policies which include procedures for assuring compliance with applicable Code of Federal Regulations and terms of each grant award?

Yes No

D. PROCUREMENT

20. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?

Yes No

21. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?

Yes No

22. Does the organization complete some level of cost or price analysis for every purchase?

Yes No

23. Does the organization maintain files and other source documentation sufficient to detail the history of each purchase?

Yes No

24. Does the organization maintain a system of contract administration to ensure contractor conformance with the terms and conditions of each contract?

Yes No

25. Does the organization maintain written procurement policies and procedures?

Yes No

Application Number: (AZDOHS Use Only):

Grant Number:

Arizona Department of Homeland Security

Standard Data Collection Form

A. Agency Information

Project Title (if applicable): Apache County Multi Jurisdictional Communications Upgrade

Agency: Apache County Emergency Management

Amount Requested: 3200,000

Project Description: To replace our dated end of life radios used by patrol personnel in the three police departments and the Sheriff's Office. These radios are no longer supported by the manufacturer. Several of the mobile radios are 11.9 MHz and require a number of them are not narrow band capable. This project will allow for a common communication capability across the four law enforcement agencies that serve Apache County. By using a regional approach to purchase common equipment, all programming, maintenance and support of the equipment is easier and more cost effective. Having the same equipment reduces interoperability impediments due to equipment mismatch, programming differences and accessory support. This approach allows all radios, batteries, microphones, etc. to be interoperable with between

Address: PO Box 648
(Address Line 1)

(Address Line 2)

County: Apache

Authorized Individual:
Name: William Eager
(First Name) (Last Name)

Position / Title: Chief Deputy

Email: beager@co.apache.az.us

Phone: 928-337-4321 Ext.:

Fax:

Employer Identification Number: 866000386

Agency Classification (This is based on your selection on the Project Administrative Page): County

Have you previously conducted business with the State using this Employer Identification Number? **Yes**

If No, Please go to the following website to download and complete the State of Arizona Substitute W-9 form. Please be sure to submit this form with your application.
<http://www.ica.state.az.us/forms/selfInsured/AZ-SubstituteW9.pdf>

In which Congressional (Federal) District is your agency headquartered? Enter District #: 1
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency headquartered? Enter District #: 2
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? _____

What is your organization's fiscal year-end date? MM| 06 DD| 30

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Yes**

Please provide contact information of the audit firm conducting your audit:

Agency: Miller Allen & Co. P.C

Address: 5333 North 7th Street, Suite 100
(Address Line 1)

(Address Line 2)

Phoenix AZ 85605
(City) (State) (Zip code)

Phone Number: 602-264-3888

Fax: 602-230-0346

Arizona Department of Homeland Security

Standard Data Collection Form

B. Contact Information (Please copy this portion as many times as needed.)

Program Agency - Indicates person with primary contact with the Arizona Department of Homeland Security and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator - Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

Agency Contact Type : **Program Agency** ▾

Agency: **Apache County Emergency Management**

Address: **PO Box 618**
(Address Line 1)

St Johns **AZ** **85936**
(City) (State) (Zip code)

County: **Apache** ▾

Contact Person: **Richard** **Gulnn**
(First Name) (Last Name)

Position/Title: **Emergency Management Coordinat**

Email: **rgulnn@co.apache.az.us**

Phone Number: **928-246-0181** Ext.

Fax: **928-337-2709**

Agency Contact Type : **Fiscal Agency** ▾

Agency: **Apache County Finance Department**

Address: **PO Box 428**
(Address Line 1)

St Johns **AZ** **85936**
(City) (State) (Zip code)

County: **Apache** ▾

Contact Person: **Ryan** **Patterson**
(First Name) (Last Name)

Position/Title: **Finance Director**

Email: **rpatterson@co.apache.az.us**

Phone Number: Ext.

Fax:

Agency Contact Type : **Select Contact Type** ▾

Agency:

Address:
(Address Line 1)

(City) (State) (Zip code)

County: **Select County** ▾

Contact Person:
(First Name) (Last Name)

Position/Title:

Email:

Phone Number: Ext.

Fax:

Grant Number:

Arizona Department of Homeland Security

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

This section must be completed for any application greater than or equal to \$25,000

Name of Entity Receiving Award:	<input type="text" value="Apache County Emergency Management"/>		
Requested Amount:	<input type="text" value="3202,200"/>	Awarded Amount:	<input type="text"/> (AZDOHS use only)
Funding Agency:	<input type="text" value="Department of Homeland Security"/>		
CFDA Number:	<input type="text" value="97.067"/>		
Project Title:	<input type="text" value="Apache County Multi Jurisdictional Communications Upgrade"/>		
Location:	City: <input type="text" value="St. Johns"/>	State: <input type="text" value="AZ"/>	Congressional District: <input type="text"/>
DUNS Number:	<input type="text" value="170320027"/>		http://www.azredistricting.org
1) Is 80% or more of your annual gross revenues from Federal Awards?	<input type="text" value="No"/>		
2) Do you receive \$25 Million or more annually from Federal Awards?	<input type="text" value="No"/>		

If you answered YES to BOTH questions, you MUST provide the following:

Names and Total Compensation of Top Five paid executives:

1:	Name <input type="text"/>	Total Compensation <input type="text"/>
2:	Name <input type="text"/>	Total Compensation <input type="text"/>
3:	Name <input type="text"/>	Total Compensation <input type="text"/>
4:	Name <input type="text"/>	Total Compensation <input type="text"/>
5:	Name <input type="text"/>	Total Compensation <input type="text"/>

STATE OF ARIZONA
Department of Homeland Security
2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT APPLICATION

Points of Contact

Address Your State Homeland Security Grant Program Management Questions to the Individuals Listed Below

AZDOHS

Assistant Director of Planning and Preparedness

Lisa Hansen
(602) 542-7014
Lhansen@azdohs.gov

Assistant Director of Finance and Administration

Terry Riordan
(602) 542-7056
Triordan@azdohs.gov

Assistant Director of Community Preparedness

Cheryl Bowen
(602) 542-7077
Cbowen@azdohs.gov

Equipment Specialist

Michael Stidham
(602) 542-7041
Mstidham@azdohs.gov

NIMCAST COMPLIANCE (ADEM)

Mariano Gonzalez
Mariano.gonzalez@azdema.gov

REGIONAL STRATEGIC PLANNERS AND FINANCE SPECIALISTS

Central & North Regions,

Phoenix & Tucson UASI

Susan Dzbanko
Senior Strategic Planner
Office: (602) 542-1777
Cell: (602) 319-8837
Sdzbanko@azdohs.gov

Lois George
Grant & Finance Specialist
(602) 542-7047
Lgeorge@azdohs.gov

East & West Regions,

State Agencies

John Coughlin
Strategic Planner
Office: (602) 542-7012
Cell: (602) 568-2973
Jcoughlin@azdohs.gov

Kevin Guimond
Budget Manager
(602) 542-1716
Kguimond@azdohs.gov

South Region,

Operation Stonegarden

William Seltzer
Strategic Planner
Office: (602) 542-7044
Cell: (602) 568-5806
Wseltzer@azdohs.gov

Christina Ambroult
Project Specialist
(602) 542-7036
Cambroult@azdohs.gov

ADEM (Training & Exercise)

Homeland Security Training
Coordinator

Kathy Walker
Office: (602) 464-6264
katherine.walker@azdema.gov

Exercise Coordinator

Jan Lindner
Office: (602) 464-6218
jan.lindner@azdema.gov

Exercise Coordinator

Nichole Fortson
Office: (602) 464-6514
Nichole.fortson@azdema.gov

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: Brian Egan 1-13-14

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

Approval and acceptance of Governor's Office of Highway Safety grant #2014-164-019, of \$47,000.00 for the purchase of one fully equipped D.U.I /Alcohol Enforcement patrol vehicle. This program will provide for the purchase of the vehicle and all related public safety equipment – lights, sirens, partitions, etc. This is 100% funded by the State, with no cost to the County.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

January 9, 2014

PROJECT REFERENCE:

Contract No.: 2014-164-109

Purpose of Project: Funding will support the purchase of Capital Outlay: One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle

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

Dear Chief Dedman:

Enclosed are two (2) copies 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. Please review the entire contract as there have been significant changes throughout the contract;
2. As Project Director, sign and date the signature page of both copies;
3. Obtain the signature of Chairman, Board of Supervisor's, County of Apache, as the Authorized Official of Governmental Unit, on the signature page of both copies;
4. Have your fiscal staff complete the Reimbursement Instructions (page 20) of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are 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

Enclosures
AG: mmk

HIGHWAY SAFETY CONTRACT

This page, the Project Directors 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.

CFDA (See Budget Page)

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER 2014-164-109 (405d, 402)
ADDRESS PO Box 518, St. Johns, Arizona 85936	PROGRAM AREA 164-AL (405d, 402)
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT Lance Spivey
ADDRESS PO Box 428, St. Johns, Arizona 85936	3. PROJECT TITLE DUI Enforcement Vehicle – One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle (Itemized chart provided)
4. GUIDELINES 164 – Alcohol (AL) 405(d) 402	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 164 funds will support the purchase of One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle. The DUI enforcement equipment will enhance DUI enforcement throughout Apache County. 75% of GOHS 164 funds, 15% of GOHS 405d funds and 10% of GOHS 402 funds will be used for this contract.

6. BUDGET COST CATEGORY	Project Period FY 2014
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	\$47,000.00
TOTAL ESTIMATED COSTS	\$47,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2014

CURRENT GRANT PERIOD FROM: 10-01-2013 TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$47,000.00

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:**

Apache County is unique among all counties in the United States in many ways. Particularly because it is the longest county in the country, 211 miles from the Utah border to just south of Alpine. Two-thirds of the population and over one-half of the land area is comprised of the Navajo Nation. The current population for Apache County is 70,000, and it continues to grow. In Apache County, there are several major highways and interstates. The U.S. Highway 60 runs east and west and connects to New Mexico. Interstate 40, runs east and west and is considered one of the busiest transcontinental roadways in the United States. U.S. 191, 61 and 160 are all major arteries that connect the motoring public to Interstate 40. The Interstates, Highways and State Routes in Apache County make up almost 1,000 miles of roadway in Apache County alone. The Apache County Road System consists of approximately 6,000 miles of roadway. The highways, interstates and state routes are all paved and maintained regularly by the Arizona Department of Transportation (ADOT). However, many of the Apache County roads are unpaved and unmarked. Many roadways are windy, and change grade as they pass through mountains or through valleys. Since Apache County is a rural county, motorists must be aware of roaming wildlife and free-range cattle.

Agency Problem:

The Apache County Sheriff's Office has become more proactive in selective traffic enforcement and impaired driver enforcement over the past seven years. The Apache County Sheriff's Office has realized an increase in injury collisions, alcohol-related injuries, DUI Drug arrests, citations issued and speed related citations, despite their efforts to educate the public in regards to highway safety.

In order to be more proactive in alcohol enforcement and education, the Apache County Sheriff's Office is requesting funding for One (1) Fully Marked Police Package Vehicle.

Agency Attempts to Solve Problem:

Apache County Sheriff's Office has become more active in alcohol enforcement. The manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions that are devoted entirely to this type of enforcement and education mission. The deputies have been diligent in enforcing traffic laws and arresting the motoring public for impaired driving and aggressive driving.

Agency Funding:

Federal 164 funds will support the purchase of One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle. The DUI enforcement equipment will enhance DUI enforcement throughout Apache County. 75% of GOHS 164 funds, 15% of GOHS 405d funds and 10% of GOHS 402 funds will be used for this contract.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will utilize grant funding throughout the federal fiscal year by participating in saturation patrols and enforcement details. The Apache County Sheriff's Office will improve the enforcement of DUI alcohol safety laws intended to reduce death, injury, and property damage and promote roadway safety. The Apache County Sheriff's Office will continue to increase the public's awareness associated with the dangers of driving while under the influence of alcohol.

GOALS/OBJECTIVES:

Federal 164 funds will support the purchase of One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle. The DUI enforcement equipment will enhance DUI enforcement throughout Apache County. 75% of GOHS 164 funds, 15% of GOHS 405d funds and 10% of GOHS 402 funds will be used for this contract.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol 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 / Alcohol 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 10:00a.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 RCIs on time 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

One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is 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.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are 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 Marked DUI Alcohol Enforcement Police Package Vehicle**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the 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 can 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 Marked DUI Alcohol Enforcement Police Package Vehicle.**

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 this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted 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. Failure to comply may result in cancellation of the contract.

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, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 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:**VIDEO EQUIPMENT-****Requirements for In-Car Video Systems:**

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the In-Car Video System purchased under this contract for use only on DUI enforcement details.

The Apache County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Apache County Sheriff's Office will maintain a written policy covering training and usage regarding In-Car Video System which will be available upon request for review by GOHS.

Requirements for Personal Video Recorders:

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Personal Video Recorder System purchased under this contract for use only on DUI enforcement details implementing an agency approved training course.

The Apache County Sheriff's Office will maintain a written policy covering training and usage regarding Personal Video Recorders which will be available upon request for review by GOHS.

POLICE PACKAGE VEHICLES:

Requirements for DUI Enforcement Police Package Vehicle (Unmarked/Marked):

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, may include an in-car video system, mobile data computers (MDC), equipment and associated mounting hardware. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT-

Requirements for Equipment:

The Apache County Sheriff's Office shall include 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:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Apache County Sheriff's Office shall follow State Procurement Code.

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 Project Director 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 purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective 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 that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2013)	January 15, 2014
2nd Quarterly Report (January 1 to March 31, 2014)	April 15, 2014
3rd Quarterly Report (April 1 to June 30, 2014)	July 15, 2014
4th Quarterly Report (July 1 to September 30, 2014)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) 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, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Lance Spivey, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Michelle Kennedy, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at www.azgohs.gov. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Traffic 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.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee 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 will be placed on a performance plan as outlined by the project coordinator. 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 federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director 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 90 days 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 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	\$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 (See itemized chart below)	\$47,000.00
	One (1) Fully Marked DUI Alcohol Enforcement Police Package Vehicle	
	TOTAL ESTIMATED COSTS	*\$47,000.00

*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 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 \$47,000.00.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY/PROGRAM

AGENCY	CFDA	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Apache County Sheriff's Office		Total Amount Requested	\$47,000.00
PROGRAM SOURCE			
GOHS Contribution (164)	20.608	75%	\$35,250.00
GOHS Contribution (405d)	20.616	15%	\$7,050.00
GOHS Contribution (402)	20.600	10%	\$4,700.00
TOTAL FUNDED		100%	\$47,000.00

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

	Month	Day	Year
DESCRIPTION			
CONTRACT ACTIVITY			
AGENCY ACTIVITY			
ALCOHOL-RELATED FATALITIES			
ALCOHOL-RELATED INJURIES			
TOTAL DUI ARRESTS			
TOTAL MISDEMEANOR DUI ARRESTS			
TOTAL EXTREME DUI .15 ARRESTS			
TOTAL AGGRAVATED DUI ARRESTS			
SOBER DESIGNATED DRIVERS CONTACTED			
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4			
UNDERAGE DUI ARRESTS			
TOTAL ALCOHOL RELATED AGENCY CITATIONS			

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION		
CONTRACT ACTIVITY		
AGENCY ACTIVITY		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Required \$5,000.00+

Contract Number: 2014-164-109

Reporting Agency: Apache County Sheriff's Office

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) \$5,000+ 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.

All out-of-state travel must be approved in writing in advance by STATE.

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 sub-contracted 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. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. 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.
- C. 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

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

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.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports 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)

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 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.

Lobbying Restrictions

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, Sheriff
Apache County Sheriff's Office

Signature of Authorized Official of Governmental Unit:

Tom White, Chairman
Apache County Board of Supervisor's

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §164 (405d, 402) and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 164-AL (405d, 402), as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$47,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

 Alberto Gutier, Director
 Governor's Office of Highway Safety
 Governor's Highway Safety Representative

 Approval Date

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Sheriff's Office

Date/Signature: Dean Egan 1-13-14

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

Approval and acceptance of Governor's Office of Highway Safety grant #2014-PT-077, for \$47,000.00 for the purchase of one fully equipped Selective Traffic Enforcement Program (S.T.E.P.) patrol vehicle. The STEP program will provide for the purchase of the vehicle and all related public safety equipment – lights, sirens, partitions, etc. This is 100% funded by the State, with no cost to the County.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

January 9, 2014

PROJECT REFERENCE:

Contract No.: 2014-PT-077

Purpose of Project: Funding will support the purchase of Capital Outlay: One (1) Fully Marked Police Package Vehicle

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

Dear Chief Dedman:

Enclosed are two (2) copies 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. Please review the entire contract as there have been significant changes throughout the contract;
2. As Project Director, sign and date the signature page of both copies;
3. Obtain the signature of Chairman, Board of Supervisor's, County of Apache, as the Authorized Official of Governmental Unit, on the signature page of both copies;
4. Have your fiscal staff complete the Reimbursement Instructions (page 23) of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 3030 North Central Avenue, Suite 1550, Phoenix, Arizona, 85012.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are 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

Enclosures
AG: mmk

HIGHWAY SAFETY CONTRACT

This page, the Project Directors 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.

CFDA: 20.600

1. APPLICANT AGENCY Apache County Sheriff's Office	GOHS CONTRACT NUMBER: 2014-PT-077
ADDRESS PO Box 518, St. Johns, Arizona 85936	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Lance Spivey
ADDRESS PO Box 428, St. Johns, Arizona 85936	3. PROJECT TITLE: Selective Traffic Enforcement Program (STEP) Equipment
4. GUIDELINES: 402 Police Traffic Services (PT)	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Capital Outlay: One (1) Fully Marked Police Package Vehicle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County.	

6. BUDGET COST CATEGORY	Project Period FFY 2014
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	\$47,000.00
TOTAL ESTIMATED COSTS	\$47,000.00

PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2014
CURRENT GRANT PERIOD	FROM: 10-01-2013	TO: 09-30-2014

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$47,000.00

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:**

Apache County is unique among all counties in the United States in many ways. Particularly because it is the longest county in the country, 211 miles from the Utah border to just south of Alpine. Two-thirds of the population and over one-half of the land area is comprised of the Navajo Nation. The current population for Apache County is 70,000, and it continues to grow. In Apache County, there are several major state highways and interstates. The U.S. Highway 60 runs east and west and connects to New Mexico. Interstate 40, runs east and west and is considered one of the busiest transcontinental roadways in the United States. U.S. 191, 61 and 160 are all major arteries that connect the motoring public to Interstate 40. The Interstates, Highways and State Routes in Apache County make up almost 1,000 miles of roadway in Apache County alone. The Apache County Road System consists of approximately 6,000 miles of roadway. The highways, interstates and state routes are all paved and maintained regularly by the Arizona Department of Transportation (ADOT). However, many of the Apache County roads are unpaved and unmarked. Many roadways are windy, and change grade as they pass through mountains or through valleys. Since Apache County is a rural county, motorists must be aware of roaming wildlife and free-range cattle.

Agency Problem:

The Apache County Sheriff's Office has become more proactive in selective traffic enforcement and impaired driver enforcement over the past seven years. The Apache County Sheriff's Office has realized an increase in injury collisions, alcohol-related injuries, DUI Drug arrests, citations issued and speed related citations, despite their efforts to educate the public in regards to highway safety.

In order to be more proactive in selective traffic enforcement and education, the Apache County Sheriff's Office is requesting funding for One (1) Fully Marked Police Package Vehicle.

Agency Attempts to Solve Problem:

Apache County Sheriff's Office has become more active in selective traffic enforcement. The manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions that are devoted entirely to this type of enforcement and education mission. The deputies have been diligent in enforcing traffic laws and arresting the motoring public for impaired driving and aggressive driving.

Agency Funding:

Federal 402 funds will support Capital Outlay: One (1) Fully Marked Police Package Vehicle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will utilize grant funding throughout the federal fiscal year by participating in saturation patrols and STEP enforcement details. The Apache County Sheriff's Office will improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. Furthermore, the Apache County Sheriff's Office will continue to report necessary statistical data to ensure accurate comparisons of STEP enforcement citations that are issued. The Apache County Sheriff's Office will continue to increase the public's awareness associated with the dangers of speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Apache County Sheriff's Office deputies.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: One (1) Fully Marked Police Package Vehicle to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout Apache County.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence 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 10:00a.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 RCIs on time 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 Marked Police Package Vehicle

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is 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.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are 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 Marked Police Package Vehicle

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 that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the 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 can 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 Marked Police Package Vehicle**.

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 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.

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 and 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 may reserve the right to transfer title to equipment acquired under this 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:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Detection Devices:

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Apache County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

VIDEO EQUIPMENT –

Requirements for In-Car Video Systems:

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the In-Car Video System purchased under this contract.

The Apache County Sheriff's Office will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Apache County Sheriff's Office will maintain a written policy covering training and usage regarding In-Car Video System which will be available upon request for review by GOHS.

Requirements for Personal Video Recorders:

The Apache County Sheriff's Office will be responsible for providing all personnel the appropriate training for using the Personal Video Recorder System purchased under this contract implementing an agency approved training course.

The Apache County Sheriff's Office will maintain a written policy covering training and usage regarding Personal Video Recorders which will be available upon request for review by GOHS.

POLICE PACKAGE VEHICLES:

Requirements for Police Package Vehicle (Marked and Unmarked):

Equipment included with the vehicle, at a minimum is emergency equipment (lights and siren), police radio system, and may include speed detection device and in-car video system. The make, model, and color of this vehicle may or may not be that which is associated with traditional enforcement vehicles.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:

The Apache County Sheriff's Office shall include 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 that 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 Project Director 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 purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective 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 that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1ST Quarterly Report (October 1 to December 31)	January 15, 2014
2ND Quarterly Report (January 1 to March 31)	April 15, 2014
3RD Quarterly Report (April 1 to June 30)	July 15, 2014
4TH Quarterly Report (July 1 to September 30)	October 30, 2014
Final Statement of Accomplishment	October 30, 2014

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Enforcement Report" must be included with each Quarterly Report and Final Statement of Accomplishment.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) 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, Sheriff, Apache County Sheriff's Office, shall serve as Project Director.

Lance Spivey, Commander, Apache County Sheriff's Office, shall serve as Project Administrator.

Michelle Kennedy, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCI's shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

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 also 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 Requests for Cost 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 \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to 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. 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 or 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 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 or 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 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 or 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 might 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 assure the effective and 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
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure 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 grantee's respective federal file. Findings will be discussed with the grantee 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 will be placed on a performance plan as outlined by the project coordinator. 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 30 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 Project Director 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 90 days 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 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	\$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 Marked Police Package Vehicle	\$47,000.00
TOTAL ESTIMATED COSTS		*\$47,000.00

*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 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 **\$47,000.00**.

**DAILY ENFORCEMENT REPORT
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

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

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL FATAL COLLISIONS		
TOTAL INJURY COLLISIONS		
TOTAL COLLISIONS INVESTIGATED		
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
SPEED-RELATED FATALITIES		
SPEED-RELATED INJURIES		
PEDESTRIAN FATALITIES		
PEDESTRIAN INJURIES		
BICYCLE FATALITIES		
BICYCLE INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Required \$5,000.00+

Contract Number: 2014-PT-077

Reporting Agency: Apache County Sheriff's Office

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit

Note: Photographs of all Capital Outlay (Equipment) \$5,000+ 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 sub-contracted 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. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. 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.
- C. 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

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

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 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.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports 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)

Lobbying Restrictions

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 sub-contracts, sub-grants, 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, Sheriff
Apache County Sheriff's Office

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisor's

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|-----------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i>Authorization to Proceed Date</i> | | <u>\$47,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

 Alberto Gutier, Director
 Governor's Office of Highway Safety
 Governor's Highway Safety Representative

 Approval Date

CSA Legislative Reception



Sixth Annual

Join County Supervisors and State Legislators from across Arizona
To Honor The State and County Partnership

County Supervisors Association of Arizona
1905 W. Washington Street
Phoenix, Arizona

Wednesday, January 22, 2014

5:30 p.m. to 7:00 p.m.

Please R.S.V.P. to Yvonne at 602.452.4514 or YvonneO@countysupervisors.org

Sponsored by

ARIZONA
WINE GROWERS



CSA is located on the southwest corner of 19th Avenue and Washington. Parking is available in front of the building or you may enjoy the three minute walk from the Capitol.