



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 FLOOD CONTROL DISTRICT**

July 2, 2013

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

Invocation by Invitation.
Pledge of Allegiance.

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

July 2, 2013

1. Discussion and possible approval of the Governor's Office of Highway Safety Contract #2013-OP-31 renewal.
2. Discussion and possible approval to remove Crystal Bonertz from probationary status with the 2.5% end of probation increase, effective June 16, 2013.
3. Discussion and possible approval of the Intergovernmental Agreement #4 to the Tobacco Education and Prevention Services replacing Attachment A- Action Plan FY 2012 with Attachment A- Action Plan FY 2014 and replacing the price sheet.

**NOTICE OF PUBLIC MEETING AND AGENDA
APACHE COUNTY FLOOD CONTROL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD
OF SUPERVISORS MEETING
July 2, 2013**

1. Engineering Department: Discussion and possible approval to continue Intergovernmental Agreement with the Arizona Department of Water Resources (ADWR) for water gauges used in the flood warning system project. This is a two year extension at a cost of \$12,000.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS
July 2, 2013**

1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. County Manager: Discussion and possible direction regarding the 2013-2014 Tentative Budget and notification of the Tentative Budget Public Hearing to be held on July 9, 2013 at 8:30 a.m.
3. Sheriff's Office: Public hearing for discussion and possible approval to repeal current Ordinance 2003-21 and establish an Ordinance for fire zones and restrictions on certain outdoor fires in the unincorporated areas of Apache County that will specify criminal and civil penalties for violations.
4. 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 June 13, 2013 and June 18, 2013.
- *B. Request approval of demands dated June 18, to July 2, 2013.
Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

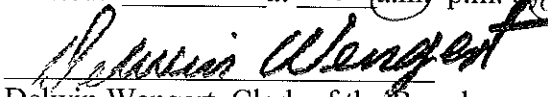
Personnel Items:

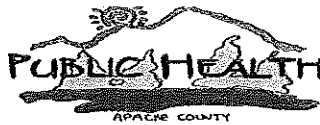
- *C. District II: Request authorization to hire a temporary Facilities and Construction Worker III at \$14.11 per hour, not to exceed 30 days.
 - *D. District II: Request authorization to remove Mary J. Wilson from probationary status effective May 6, 2013 with the 2.5% end of probation increase.
 - *E. District II: Request authorization to hire a temporary Equipment Mechanic II at \$12.47 an hour, not to exceed 60 days.
5. Elections Department: consideration and possible authorization to cancel the Special District Election for the Ganado Fire District and appoint the following persons to fill the Positions:
 - Four Year Term: Deborah Lynn Cayedito, LaVerne Joe and Charlie Taliman
 - Two Year Term: Stenson D. Wauneka and Lela Sangster
 6. Finance Department: Discussion and possible approval of the Arizona Openbooks Interagency Service Agreement. This will allow data search for online expenditure.
 7. Community Development: Discussion and possible approval to move Linda Prentice from Permit Technician to an Administrative Coordinator with the regular 5% promotion increase, an increase of \$1,644 (\$32,887 to \$34,531). Also request approval to increase Nephi Hightower, Building Official with a 5% increase of \$1,880 (\$37,590 to \$39,470).
 8. Engineering Department: Discussion and possible approval to award Bid # 201310 for a water truck for District II, using District II carryover funds.
 9. Engineering Department: Discussion and possible approval of a 5% salary increase for John Harris, \$1843.47, \$36,869.45 to \$38,712.92, Earl Lund \$1497.62, \$29,952.30 to 31,449.92 and Bertrum Billy, \$1,496.79, \$29,935.78 to \$31,472.51 for their work as lead men in the St. Johns, Round Valley and Chambers Road Yards and Rafael Lynch, Foreman for the Chambers Road Yard, \$1919.58, \$38,391.73 to \$40,311.31.
 10. Malena Bazarro, Grant Manager: Discussion and possible approval of a revised Scope and Budget for the Benny Creek Project in Greer, utilizing current Forest Service Grant #12-PA-11030121-025.
 11. Malena Bazarro, Grants Manager: Presentation to highlight fire prevention treatments in Southfork, Alpine, and Nutrioso. The treatments are funded using Wildland Fire Hazardous Fuels funds from the Arizona State Forestry projects grant.
 12. Probation Services: Discussion and possible approval to accept \$26,392 in Title I, Part D funding from the Arizona Department of Education for salaries and ERE's to be spent from July 1, 2013 through September 30, 2013.

13. Treasurer's Office: Discussion and possible approval of an Amendment to renew the lines of credit for Ganado Unified Schools District, Concho Elementary School District, and Window Rock Unified School District.
14. School Superintendent's Office: Discussion and possible approval to create a full time Administrative Assistant I, (range 22) and fill the vacancy at the beginning of the salary range.
15. Recorder's Office: Discussion and possible approval to hire a temporary Project Coordinator (salary range 35) and fill the vacancy, not to exceed 6 months or until funding is no longer available
16. District III: Discussion and possible approval of joint funding Agreement between Apache County and Little Colorado Predator Control Association to provide funding to the United States Department of Agriculture, Animal and Plant Health Inspection Service Wildlife Services for predator removal, in the combined amount of \$33,000.
17. District III: Discussion and possible approval to budget \$7,500.00 in FY 2014 for a contract position titled "Wolf Interaction Investigator" for Apache County. Details of contract language and specific duties and responsibilities to be approved by the Board at a later date. Generally the person in this position would serve the residents of the entire County for investigative work, confirmation work and interagency work associated with wolf reports or depredations in our County
18. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victims Assistance Grant #VA-14-017 in the amount of \$23,339, awarded for FY14.
19. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant #DC-14-017 in the amount of \$73,479. With an \$18,370 match award for FY14.
20. County Attorney's Office: Following a possible executive session for legal advice pursuant to ARS 38-431.03(A)(3), discussion and possible approval of a Settlement Agreement with Wenima Development, LLC relating to litigation for previous overpayment of taxes.

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: 7/1/13 at 7:30 (a.m.) p.m. by 


 Delwin Wengert, Clerk of the Board



B&M

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **06/17/13**

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 Governor's Office of Highway Safety Contract #2013-OP-31 renewal.

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



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

June 14, 2013

PROJECT REFERENCE:

Contract No.: 2013-OP-031

Contract Title: Occupant Protection Training

Director Chris Sexton
Apache County Public Health Services District
P.O. Box 697
Springerville, Arizona 85936

Dear Director Sexton:

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 Tom White, Chairman, Apache County Board of Supervisors of Apache County, as the Authorized Official of Governmental Unit, on the signature page of both copies;
4. Have your fiscal staff complete the Reimbursement Instructions (page 18) 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: lp

HIGHWAY SAFETY CONTRACT

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

CFDA 20.600

1. APPLICANT AGENCY Apache County Public Health Services District	GOHS CONTRACT NUMBER 2013-OP-031
	ADDRESS P.O. Box 697, Springerville, Arizona 85938
2. GOVERNMENTAL UNIT Apache County	PROGRAM AREA 402 - OP TASK 8
	AGENCY CONTACT Debbie Padilla
ADDRESS P.O. Box, St. Johns, Arizona 85936	3. PROJECT TITLE Occupant Protection Training
4. GUIDELINES 402- Occupant Protection (OP)	

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal (402) funds will support Travel In-State for Two (2) Certified Instructors and Travel Out-of-State for One (1) Apache County Public Health Services District Representative to enhance Occupant Protection throughout the community of Apache County.

6. BUDGET COST CATEGORY	Project Period FY 2013
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$690.24
V. Travel Out-of-State	\$1,125.64
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$1,815.88

PROJECT PERIOD FROM: Effective Date (Date of GOHS Director Signature) TO: 09-30-2013

CURRENT GRANT PERIOD FROM: 10-01-2012 TO: 09-30-2013

TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$1,815.88

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:

The Apache County is a rural community with approximately 71,518 residents. According to the 2009 Census quick facts, the Apache, Navajo and Zuni Indian Reservations accounted for approximately 65% of the county's land. The Apache County encompasses an area of 11,174 square miles with elevations that range from 3,500 feet to 11,590 feet. Many of the roads within Apache County are primitive and not paved. In addition, rural properties are accessed by public easements ("N" Roads). Such roads are not maintained by the Apache County Roads Department; therefore, there is no grading or snow plowing. As a result, emergency response to outlying areas can be extremely slow. Highways include: Interstate 40, U.S. 60, U.S. 160, U.S. 180, U.S. 191, state Highway 61, state Highway 180A, state Highway 260, state Highway 261, state Highway 262, state Highway 264, state Highway 273, Indian Route 7, Indian Route 12, Indian Route 54, Indian Route 59, Indian Route 63.

The Apache County Public Health Services District administers over twenty separate public health programs. The District is divided into five divisions, each who are responsible for various services. The Health Promotion Division has been providing car seat education since 2002. The program consists of one instructor, four technicians and four staff members. The Apache County has developed working relationships with fellow injury prevention advocates of Northern Apache County, Southern Apache County and the Navajo Nation. Partnering communities include; Chinle, Tsaile, Pinon, Red Mesa, Alpine, Concho, Eagar, Greer, Sanders, Springerville, St. Johns, and Vernon.

Agency Problem:

According to the 2010 Arizona Crash Facts, motor vehicle crashes are the leading killer of children, teens, and young adults (ages 5 to 34) and is among the top ten causes of death for all ages. More than one thousand Arizonans are killed each year in preventable motor vehicle crashes. Motor vehicle crashes resulted in \$2.668 billion in economic losses to Arizona. Children age 14 and younger accounted for 31 fatalities and 3,991 injuries in motor vehicle crashes.

In 2008, the Apache and Navajo counties had the two highest age-adjusted mortality rates for unintentional injuries. In 2010, the Apache County had 532 crashes; 36 people were killed and 303 people were injured. This indicates that there are residents who lack education regarding safety belts and child restraint systems. In Apache County, 34.4% of the population falls below the federal poverty level. Thus, the lack of knowledge or the inability to purchase appropriate child safety seats is contributing to unsafe traveling conditions. Ultimately, without education and resource for safety belts and child restraint systems, the number of vehicle occupant fatalities and injuries will continue to increase.

Agency Attempts to Solve Problem:

The Community Health Injury Prevention Program within the Apache County Public Health Services District continually strives to decrease the number of fatalities and injuries due to motor vehicle crashes. Although Occupant Protection is a priority, fiscal constraints continue to challenge the Apache County Public Health Services District's ability to participate in community events. Currently, the Apache County Public Health Services District is in need of funding from the Governor's Office of Highway Safety to support lodging for two certified instructors to conduct a Child Safety Seat Technician Certification Course in Springerville, Arizona.

Agency Funding:

Federal (402) funds will support Travel In-State for Two (2) Certified Instructors and Travel Out-of-State for One (1) Apache County Public Health Services District Representative to enhance Occupant Protection throughout the community of Apache County.

How Agency Will Solve Problem With Funding:

With grant funds, the Apache County Public Health Services District will support Travel In-State Lodging for Two (2) Certified Instructors to conduct a Child Passenger Safety Technician Certification Course in Springerville, Arizona. Grant funds will also support Registration Fee, Lodging, Per Diem and Mileage for One (1) Apache County Public Health Services District Representative to attend the Kids in Motion Conference in Santa Clara, New Mexico. The Occupant Protection Training will allow the Apache County Public Health Services District to enhance current injury prevention program efforts and expand to outlying areas of Apache County. In addition, the Apache County Public Health Services District will increase occupant protection education and awareness via community-based events, decrease childhood mortality and morbidity by providing injury prevention services.

GOALS/OBJECTIVES:

Federal (402) funds will support Travel In-State for Two (2) Certified Instructors and Travel Out-of-State for One (1) Apache County Public Health Services District Representative to enhance Occupant Protection throughout the community of Apache County. The following goals and objectives shall be accomplished as a result of this funding:

- To reduce or maintain the total number of occupant fatalities in motor vehicle collisions through Occupant Protection Education by December 31, 2013.
- To reduce or maintain the total number of occupant injuries in motor vehicle collisions through Occupant Protection Education by December 31, 2013.
- To reduce or maintain the number of vehicle occupant fatalities less than five years of age.
- To reduce or maintain the number of vehicle occupants injured less than five years of age.
- To conduct **One (1)** educational child safety presentations by September 30, 2013. The presentation shall address the importance of proper and consistent use of child safety seats and seat belts.
- To successfully train **One (1)** as instructor level NHTSA certified Standardized Child Passenger Safety Trainers by September 30, 2013.

METHOD OF PROCEDURE:

The Apache County Public Health Services District will implement the following strategies to meet the outlined goals and objectives:

- Provide child passenger safety technician training and certification, child seat inspections, and child safety seat distribution to low income families.
- Promote correct use of child restraint systems among the general public, parents, child care providers, health professionals, emergency medical personnel, law enforcement officers, and the court system.
- Maintain a pool of certified child passenger safety instructors and technicians (CPST's) that can routinely provide child safety seat check-ups to meet demand within their local communities.
- Increase the availability of child safety seats for low-income families.
- Target enforcement and educational campaigns to low-use rate or nonuser populations identified through analysis of available data.
- Continue public education efforts aimed at increasing proper and consistent use of safety belts and child restraint systems and expand outreach to a variety of members of the community.
- To develop an Occupant Protection operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

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.

METHOD OF PROCUREMENT:

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Apache County Public Health Services District 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 Public Health Services District 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:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCP's
 - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

Report Schedule

Reporting Period	Duc Date
Quarterly Report (October 1 to December 31)	January 15
Quarterly Report (January 1 to March 31)	April 15
Quarterly Report (April 1 to June 30)	July 15
Quarterly Report (July 1 to September 30)	October 31
Final Statement of Accomplishment	October 31

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 30 days following the contract end date. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the contracted project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the contract achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project?
- Will the project be continued in the future (Describe in detail) regardless of assistance from GOHS?

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:

Chris Sexton, Director, Apache County Public Health Services District, shall serve as Project Director.

Debbie Padilla, Division Manager, Apache County Public Health Services District, shall serve as Project Administrator.

Lizette Peña, 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 by 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 Governor's Office of Highway Safety will provide the RCI template and instructions with this contract. Failure to meet this requirement 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 a good opportunity for developing partnerships, sharing information and providing 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.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed 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 period specified and needs an extension, 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 ninety (90) days before the end of the project period.

Electronic, handwritten and verbal requests to alter the Contract in any manner will not be accepted.

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 Lodging for Two (2) Certified Instructors to conduct a Child Passenger Safety Technician Certification Course in Springerville, Arizona	\$690.24
V.	Travel Out-of-State Registration Fee, Lodging, Mileage and Per Diem for One (1) Apache County Public Health Services District Representative to attend the Kids in Motion Conference in Clara Pueblo, New Mexico	\$1,125.64
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$1,815.88

*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 Public Health Services District shall absorb any and all expenditures in excess of \$1,815.88.

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 XIX 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. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XXI. 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.

XXII. 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 of 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 authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):*

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

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:

Chris Sexton, Director
Apache County Public Health Services
District

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

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-Occupant Protection, Task 8, as approved for by the National Highway Traffic Safety Administration.

- | | | | | |
|----|----|--------------------------------------|----|-----------------------|
| 2. | A. | EFFECTIVE DATE: | B. | FEDERAL FUNDS: |
| | | <i>Authorization to Proceed Date</i> | | \$1,815.88 |

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 SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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 to remove Crystal Bonertz from probationary status with a 2.5% end of probation salary increase effective 06/16/13.

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature:

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

ACPHSD requests discussion and possible approval of IGA Amendment #4 to the Tobacco Education and Prevention Services replacing Attachment A-Action plan FY 2012 with Attachment A- Action Plan FY2014 and replacing Price Sheet.

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



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
 1740 W. Adams, Room 303
 Phoenix, Arizona 85007
 (602) 542-1040
 (602) 542-1741 Fax
 Procurement Specialist
 Manuel Gonzales

Contract No: HG060001

Amendment No. 4

Tobacco Education and Prevention Services

It is mutually agreed that the Intergovernmental Agreement referenced is amended, effective date of July 1, 2013 as follows:

1. Replace Attachment A - Action Plan FY 2012, Pages Three (3) through Five (5) of Amendment Three (3), with Attachment A - Action Plan FY 2014, Amendment Four (4), Pages Two (2) through Six (6).
2. Replace Price Sheet, Page Six (6) Amendment Three (3) with Price Sheet Page Seven (7) Amendment Four (4).

All other provisions of this agreement remain unchanged.

CONTRACTOR SIGNATURE

Apache County Health Department

Contractor Name
 P. O. Box 697

Address

St. Johns Arizona 85936

City State Zip

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date

Printed Name

Attorney General Contract No. FIGA2012000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
 Assistant Attorney General


Printed Name:

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this ____ day of _____, 2013

Procurement Officer

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT ATTACHMENT A – ACTION PLAN		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG060001	Amendment No. 4	Procurement Specialist Manuel Gonzales

Attachment A - Action Plan for FY 2014

County: APACHE COUNTY
 Time Frame: July 1st – June 30th of each year
 Vision Statement: Apache County Staff will promote community health focusing on healthier lifestyle through Chronic Disease Self-Management Program (CDSMP), Tobacco Cessation, and Tobacco Prevention activities.
 SMART Objectives:

What do you plan to do?	Who will do the work?	What does success look like?	What non-financial resources are needed?	Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th			
Goal: Assist Apache County residents in the prevention and early detection of the four leading tobacco related causes of chronic disease in Arizona 1. Objective: By June 2014, Apache County staff will have identified and trained two (2) community lay leaders for Chronic Disease Self-Management Program and delivered two(2) workshops to community participants.	Agency Lead: Apache County Staff and Chronic Disease program coordinator Partners: White Mountain Regional Medical Center (WMRMC), Little Colorado Behavior Health Center Health Center (LCBHC), Navajo County	Related policy change: Referrals for CDSMP programs will be made through established Community Programs	Related environmental change: Chronic Disease Workshops in place to assist in early detection and prevention of Chronic Diseases in Apache County	Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input checked="" type="checkbox"/> Chronic Disease Self-Management <input checked="" type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration):						
Action 1: Three new Community Lay Leaders will be identified and complete Lay Leader CDSMP training	-Two Master Trainers -CDSMP program coordinator	Three trained new Lay Leaders to present CDSMP Workshops in Apache County -sustainability of CDSMP program in Apache County	Recruitment of participants for workshops		X					
Action 2: Presentation of two(2) CDSMP workshops by newly trained Lay Leaders by June 2014	-three newly trained community Lay Leaders -CDSMP program coordinator	-completion of two(2) workshops -CDSMP program setup as part of one(1) local community program by June 2014					X			



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT
ATTACHMENT A – ACTION PLAN**

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Amendment No. 4

Procurement Specialist
Manuel Gonzales

Goal: Increase the knowledge of youth about the risks of tobacco use and second hand smoke danger, and reduce the introduction of tobacco use through education prevention programs in Apache County Schools.

2. Objective: By June 2014, Apache County staff, trained local youth and adult youth leaders will have completed two compliance checks through the Attorney General's Office youth enforcement program, and youth from our local schools will have participated in statewide tobacco days activities

Agency Lead: Apache County staff
Partners: Community Partners, School Staff, Recruited/trained youth and youth leaders

Related policy change:
Referral programs established in local schools.
-Accessibility to cessation services

Related environmental change:
Fewer incidents of illness/absences from school due to tobacco usage and exposure to Secondhand smoke

What do you plan to do?

Action 1:
Recruit and train youth on proper procedure to participate in compliance checks

Action 2:
Apache County BTCD staff and trained local youth will have completed two(2) compliance checks with Attorney General's office by June 2014.

Action 3:
Apache County staff will provide training to retailers 2x a year after compliance checks to failed retailers.

Who will do the work?

-Apache County staff
-trained adult leaders
-Attorney General's Agents

Apache County staff
-local trained youth
-trained adult leaders
-Attorney General's Agents

Apache County staff

What does success look like?

Youth will work with compliance officers to help enforce tobacco laws

Retailers in compliance with local/State tobacco laws
-recognition for retailers (for passing)
-retailer education program in place by June 2014

Will raise awareness to employers and employees of the state laws and the need to comply with these

What non-financial resources are needed?

AG compliance officer

Training PowerPoint for retailer education program

Arizona Department of Health Services (ADHS) Bureau of Tobacco and Chronic Disease (BTCD) training materials

Strategy is integrated with (check all that apply):

- Tobacco Prevention Policy
- Chronic Disease Self-Management
- Tobacco Cessation Policy
- School Health Policy
- Other (i.e. increase community collaboration):

Q1 Sept 30 th	Q2 Dec. 31 st	Q3 March 30 th	Q4 June 30 th
			X
			X
	X		X



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT
ATTACHMENT A – ACTION PLAN**

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Procurement Specialist
Manuel Gonzales

<p>Action 4: Apache County staff will follow up with retailers to provide resources and educations after compliance checks have been completed.</p>	<p>Apache County staff</p>	<p>Tobacco retailers will have more information to provide trainings to employees on tobacco laws</p>		<p align="center">X</p>	<p align="center">X</p>
<p>Action 5: Provide Diversion classes throughout Apache County to youth referred by local law enforcement and schools.</p>	<p>Apache County staff</p>	<p>Youth will learn the dangers of tobacco and the effects it has on their bodies and communities</p>	<p align="center">X</p>	<p align="center">X</p>	<p align="center">X</p>
<p>Action 6: Promote participation statewide tobacco days activities to youth in Apache County schools by June 2014</p>	<p>-Apache County staff -School Youth -parents</p>	<p>Statewide tobacco activities become established programs in local schools</p>	<p>BTCD materials Referrals from law enforcement and schools</p>		<p align="center">X</p>

<p>Goal: Promote Tobacco Cessation among youth and adults smokers</p> <p>3. Objective: Apache County staff will increase Arizona Smoker's Help Line (ASHLine) referrals by providing Level 2 trainings to community partner organizations. This will be measured by the number of referrals reported from the ASHLine monthly reports.</p> <p>Agency Lead: Apache County staff Partners: Women's Infants and Children's (WIC), Apache County Health Department, LCBHC, Wellness Coalition and local providers.</p>		<p>Related policy change: Reduction in Health related issues for Apache County residents</p>		<p>Who will do the work?</p>			
<p>Strategy is integrated with (check all that apply): <input type="checkbox"/> Tobacco Prevention Policy <input checked="" type="checkbox"/> Chronic Disease Self-Management <input checked="" type="checkbox"/> Tobacco Cessation Policy <input type="checkbox"/> School Health Policy <input checked="" type="checkbox"/> Other (i.e. increase community collaboration):</p>		<p>Related environmental change: -assist in eliminating exposure to Second Hand Smoke -Reduction in tobacco use among populations with highest burden of tobacco related disparities</p>		<p>What does success look like?</p>			
<p>What do you plan to do?</p>		<p>What non-financial resources are needed?</p>		<p>Q1 Sept 30th</p>	<p>Q2 Dec. 31st</p>	<p>Q3 March 30th</p>	<p>Q4 June 30th</p>



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Amendment No. 4

<p>Action 1: Apache County Health Department will provide ASHLine referral services to Health Department clients – Level 2</p>	<p>Apache County staff -MIC staff, clinical services staff and Health Start staff</p>	<p>Apache County staff will provide level 2-training to Health Department staff and 2-community partners by Dec. 2013</p>	<p>Additional training on Web Quit program usage for staff</p>	<p>X</p>
<p>Action 2: ASHLINE services will be promoted and provided FY 2013-2014 through Apache County Schools open house events, 3 yearly Community Health Fairs, County Fair, Recovery Walk, and to School staff (as part of SHI/SHAC compliance- re: Module 1/ T.5 on cessation services for staff) – Level 1</p>	<p>Apache County staff -Community Health Workers -School Administration/staff</p>	<p>-Increase referrals to ASHLINE -Reduction in health related issues for Apache County Residents / youth - Reduction in tobacco use by school staff -having in place a "Alternative Phone Service" at Health Department for clients wishing to do referral that have no phone service.</p>	<p>Assistance setting up a culturally appropriate tobacco prevention/cessation services media campaign</p>	<p>X</p>

<p>Goal: Promote healthy choices among Apache County youth through Educational Prevention Programs based on the School Health Index (SHI) modules</p>	<p>Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):</p>							
<p>4. Objective: By June 2014, Apache County staff will have implemented educational prevention program for local schools in Apache County covering Modules 1-3 of the School Health Index (SHI) in Apache County Schools</p>	<p>Agency Lead: Apache County Staff Partners: Local school administrators, staff and students</p>	<p>What do you plan to do?</p>	<p>Related policy change: Evaluation of current Health Policy by School</p>	<p>Related environmental change: Better understanding of SHI by schools/adoption of healthier choices by school staff and students</p>	<p>What non-financial resources are</p>	<p>Who will do the work?</p>	<p>What does success look like?</p>	<p>Q1 Sept 30th</p> <p>Q2 Dec. 31st</p> <p>Q3 March 30th</p> <p>Q4 June 30th</p>



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Manuel Gonzales

Contract No: HG060001

Amendment No. 4

			needed?		
<p>Action 1: Apache County staff will provide a 4 part program for schools based on Modules 1-3 of the SHI. (to include Healthy Heart Program for Primary grades)</p>	<p>Apache County staff -recruited youth -School staff -Apache County Partners</p>	<p>-implementation of SHI modules for schools -more unified programs for students - assisting students to make healthier lifestyle choices</p>			x
<p>Action 2: Apache County staff will assist in formation of a School Health Advisory Council (SHAC) at one(1)additional school with score cards completed by June 2014</p>	<p>-Apache County staff -School Administrator -School staff, student and parents</p>	<p>-completion of SHI score cards and a Goal set by June 2014</p>			x

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT Price Sheet		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: HG060001	Amendment No. 4	Procurement Specialist Manuel Gonzales

Effective July, 2013

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services/ERE	\$157,208
2. Professional & Outside Services	0
3. Travel Expenses	9,960
4. Other Operating Expense	17,832
5. Capital Outlay Expense	0
6. Other (Indirect Costs)	0
Total Contract Amount (not to exceed)	\$185,000

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

- A. The Contractor is authorized to transfer up to a maximum of 10% of the total contract amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding 10% of the contracted amount, or to a non-funded line item, shall require a contract amendment.
- B. Indirect Costs shall not exceed 15% of the combined total of Personnel Services and Employee Related Expenses as listed on the ISB. For more detailed information regarding indirect costs, refer to the ADHS Accounting and Auditing Procedures Manual for Contractors of ADHS Funded Programs. This manual is incorporated into this contract by reference herein.

2. AUTHORIZATION FOR PROVISION OF SERVICES:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Engineering

Date/Signature: 5/29/13 Jamie Hurm

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

Request approval to continue ~~with~~ contract with ADWR for
Alert gages for two more years at the cost of \$6K/yr.
Approval of Contract Amendment total \$12,000
IGA(2012-2913 IGA) BOS Meeting Date Requested 6-18-13

PRE-AGENDA ITEM REVIEW

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

Legal Review: sent to CA for review. 6/4/13 (dl)

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 _____

Tamie Herrick

From: Robert Toy [robert.toy@cox.net]
Sent: Tuesday, June 04, 2013 9:57 PM
To: Tamie Herrick
Cc: Ferrin Crosby
Subject: ADWR Wallow Fire Gauges IGA 2-Year Extension
Attachments: 2913 01 Amendment 2013.docx; Apache County Alert Gauges Recommendation.doc; 2012Apache County FloodWarningIGA draft.doc

Tamie:

My apologies for any earlier confusions on this IGA with ADWR for the Wallow Fire Flood Warning Gauges.

Enclosed are three documents:

- 1) Executive Summary with Engineering Recommendation to extend the IGA another 2 years;
- 2) The original 2012 IGA between Apache County Flood Control District and ADWR
- 3) Proposed 2013 IGA Amendment that will extend the IGA another 2 years.

After talking to ADWR, they lost their agency attorney, so they feel it will be much more time consuming (several months) if we try to start another IGA. The Amendment simply extends the IGA, which they say is a lot easier for them, and they can execute this immediately. (Our original IGA expires June 30th of this year.)

So, if you haven't already sent the 2013 IGA I sent earlier today, please discard that, and request review of the Amendment. To make it easier, I've bundled everything together in this e-mail.

Thanks for all your help,
Rob

Robert C. Toy, P.E.
Principal
CMI
(602) 485-1862 (VOX)
(602) 485-1865 (FAX)

CONTRACT AMENDMENT

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
3550 North Central Avenue, Suite 200
Phoenix, Arizona 85012

Contract No. 2012-2913IGA

Amendment No. 1

Procurement Officer: Marie Horn

The above referenced Contract is amended as follows:

Page 1, "Term," **STRIKE**, "This Agreement is effective upon execution by all parties and shall continue in full force and effect through June 30, 2013."

INSERT, "This Agreement is effective upon execution by all parties and shall continue in full force and effect through June 30, 2015."

Page 1, "Amount," **STRIKE**, "The District shall contribute \$6,000 to the Flood Warning System Fund established by A.R.S. § 45-1503."

INSERT, "The District shall contribute \$12,000 to the Flood Warning System Fund established by A.R.S. § 45-1503."

Page 8, "C. TERM," **STRIKE**, "The Agreement shall be effective through June 30, 2013."

INSERT, "The Agreement shall be effective through June 30, 2015."

Page 8, "E. PAYMENT," **STRIKE**, "Upon execution by all Parties, the District shall make payment stated herein by making a \$6,000 contribution to the Flood Warning System Fund established by A.R.S. § 45-1503."

INSERT, "Upon execution by all Parties, the District shall make payment stated herein by making a \$6,000 contribution to the Flood Warning System Fund established by A.R.S. § 45-1503. The District shall make an additional contribution of \$6,000 to the Fund during year two of the Agreement."

All other provisions of the Contract shall remain in their entirety. Vendor hereby acknowledges receipt and understanding of above amendment.

APACHE COUNTY FLOOD CONTROL DISTRICT

ARIZONA DEPARTMENT OF WATER RESOURCES

Signature of Authorized Individual Date

Signature of Authorized Individual Date

Typed Name

Sandra A. Fabritz-Whitney

Typed Name

Board Chairman

Director

Typed Title

Typed Title

Executive Summary

Recommendation to Renew Wallow Fire Flood Warning Gauges

Background

In 2011, during the Wallow post-fire emergency recovery operations, the Arizona Department of Water Resources (ADWR) installed early warning precipitation gauges in watersheds showing severe adverse affect as a result of the fire. The gauges provided expanded coverage into Apache County of the existing statewide flood warning network. Funding for the installation and connection of the gauges was provided by ADWR's emergency funding.

Current Agreement

Apache County signed an inter-agency agreement (IGA) on June 30, 2011, for a period of 2 years, at a cost of \$6,000 per year. The funds were used to cover the costs of maintenance of the gauges installed in Apache County, and to participate in the Arizona Flood Warning System. These costs are consistent with the amounts paid by other counties to participate in the system, for a similar number of gauges. The current agreement expires June 30, 2013.

Use of the Gauges

The ADWR early warning gauges serve to provide focused coverage upstream in watersheds significantly impacted by the Wallow Fire, where the gauges could be located and provide communication back to the network. The County also made use of federal funding to supplement this system through USGS satellite-based precipitation and streamflow gauges in areas not covered by the ADWR early warning gauges. Together, the two types of gauges provide advance warning upstream of populated areas. The scientific data is also used to assist in assessing how the forest is recovering from the fire. All the gauges are linked into the statewide system, monitored by the National Weather Service (NWS), National Oceanic and Atmospheric Administration (NOAA) and other state and federal agencies to monitor weather patterns and specific storm characteristics. NOAA and NWS in turn notify emergency responders should the gauges indicate unusually high precipitation or stream flow. The costs paid for the gauges offsets the expense of trained personnel and equipment to perform annual maintenance. The costs also provide Apache County participation in the statewide inter-agency Flood Warning Task Force, which meets quarterly and during the monsoon season to receive the latest information and revised seasonal predictions.

Recommendation

Engineering, with the technical support of the USFS, ADEM, ADWR, USGS, NOAA, NWS based on similar post-fire recovery efforts, recommends that the Board renew the ADWR maintenance contract, thus leaving the gauges in place for an additional 2 years, at a cost of \$6,000 per year. In 2015, the County may wish to review if the gauges are still necessary, as the forest recovers. Engineering has reviewed the scope of work, and finds the costs are usual, customary, and reasonable for maintaining the gauges. The gauges provide an additional measure to help protect the lives and property of the residents of Apache County.

CONTENTS PAGE

THIS AGREEMENT CONSISTS OF:

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GENERAL PROVISIONS

1. DEFINITIONS:

- 1.1. "Agreement" or "Intergovernmental Agreement" means this Agreement between the Department and the District.
- 1.2. "Arizona Flood Warning System" or "Flood Warning System" means the statewide basic flood warning system developed in cooperation with the federal government and with local entities in accordance with A.R.S. §45-1502 to provide advance notice of potentially damaging flows to communities statewide.
- 1.3. "Contract Officer" means the person designated by the Director to administer this Agreement.
- 1.4. "Director" means the Director of the Arizona Department of Water Resources or a Deputy Director authorized by the Director to act on the Director's behalf.
- 1.5. "Laws" means all applicable state, federal, and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation.
- 1.6. "State" means the State of Arizona.
- 1.7. "Technical Administrator" means the person designated by the Department to coordinate the technical aspects of this Agreement between the District and the Contract Officer.

2. GENERAL REQUIREMENTS:

- 2.1. This Agreement shall be interpreted in accordance with Arizona law.
- 2.2. In this Agreement, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Service conflicts with either the Special Provisions or the General Provisions, the terms of the Scope of Service shall govern.
- 2.3. The District and the Department shall each obtain and maintain all licenses, permits and authority necessary for each to perform its obligations pursuant to this Agreement and shall comply with all Laws.

3. RELATIONSHIP OF PARTIES:

Each Party shall act in a capacity independent of the other, and not as an agent, employee, partner, officer, joint venturer or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other Party for any purpose. No monitoring or supervisory responsibility over the District's activities arises on the part of either the Department or the State as a result of, or pursuant to, this Agreement.

4. TERMINATION OR CANCELLATION:

- 4.1. Each Party shall have the right to terminate this Agreement in whole or in part, without cause, by providing the other Party written notice of termination, mailed by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. If the termination is partial, the Parties shall continue to perform those portions of this Agreement that have not been terminated.
- 4.2. Either Party may cancel this Agreement, without penalty or further obligation, pursuant to the terms of A.R.S. §38-511, which provides for cancellations of any contract made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter to the contract.

GENERAL PROVISIONS

5. AMENDMENTS:

No amendment of this Agreement shall be effective unless in writing and signed by both Parties.

6. RESOLUTION OF DIFFERENCES:

6.1. The Parties agree to resolve any conflicts to the maximum extent possible through cooperation and coordination of the respective Parties' program staff. In the event that program staff is unable to resolve the differences, the dispute shall be elevated to the Department's Assistant Director, Surface Water Division, and the General Manager, Apache County Flood Control District, for resolution.

6.2. Any lawsuit arising out of this Agreement is subject to arbitration to the extent required by A.R.S. §§12-133 and 12-1518. Disputes arising out of this Agreement are subject to the jurisdiction of the Superior Court of the State of Arizona.

6.3. The waiver of any breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

7. NOTICES:

Whenever notice is required pursuant to this Agreement, such notice shall be in writing and shall be directed to the persons and addresses specified in the Scope of Services or to such other persons and/or addresses as either Party may designate to the other Party in writing. Notice shall be delivered in person or by certified mail, return receipt requested.

8. LEGAL OBLIGATIONS:

This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by all Laws.

9. SEVERABILITY:

The provisions of this Agreement are severable to the extent that if any provision is held unenforceable under applicable Laws, the remaining provisions of the Agreement shall remain in effect without the invalid provision.

10. INSPECTIONS AND AUDIT:

All books, accounts, reports, files and other records of either Party relating to this Agreement shall be upon reasonable advance written notice, subject at all reasonable times to inspection and audit, by either the District or Department representatives and/or other appropriate agents of the State or District at any time during the term of this Agreement and for five (5) years after its completion.

11. SUBCONTRACTS:

The Parties shall require all subcontractors and consultants to comply with the terms and conditions of this Agreement as set forth in the General Provisions, Special Provisions and Scope of Work.

12. NON-DISCRIMINATION:

The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

SPECIAL PROVISIONS

None

SPECIAL PROVISIONS

A. PURPOSE:

The Department is responsible for operating the Arizona Flood Warning System, the statewide basic flood warning system developed in cooperation with the federal government and with local entities in accordance with A.R.S. §45-1502. This system is an integral part of the statewide system of providing crucial information to local agencies as well as to the National Weather Service allowing for timely storm watches, advisories, and warnings.

The purpose of this Agreement is to:

- To cost share with the Department in the continuing maintenance and operation of the Arizona Statewide Flood Warning System and an ALERT flood warning repeater and gages located in Apache County within the Wallow Fire burn area.

B. EFFECTIVE DATE AND TERM:

This Agreement is effective upon the date it is executed by all parties and shall continue in full force and effect through June 30, 2013. The Parties may renew this Agreement on a year-to-year basis by written amendment, until terminated pursuant to Paragraph 4 of the General Provisions.

C. NOTICES, CORRESPONDENCE AND REPORTS:

1. Notices, correspondence, reports and payments from the Department to the District shall be sent to:

Delivered:

Apache County Flood Control District
Attn: Ferrin Crosby, P.E.
75 West Cleveland Street
P.O. Box 238
St. Johns, Arizona 85936
Phone: (928) 337-7530
Fax: (928) 337-2062

Mailed:

Apache County Flood Control District
Attn: Ferrin Crosby, P.E.
75 West Cleveland Street
P.O. Box 238
St. Johns, Arizona 85936

2. Notices, correspondence and reports from the District to the Department shall be sent to:

Contract Officer:

Marie Horn
Arizona Department of Water Resources
3550 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Phone: (602) 771-8509
Fax: (602) 771-8686

3. Any invoices, technical reports and inquiries regarding the technical aspects of this Agreement should be sent to:

Technical Administrator:

Brian Cosson (Alternate: Michael Johnson)
Arizona Department of Water Resources
3550 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Phone: (602) 771-8657
Fax: (602) 771-8689

SPECIAL PROVISIONS

D. PAYMENT:

The District shall contribute \$6,000 for Fiscal Year 2012 to the Flood Warning System Fund established by A.R.S. §45-1503 upon execution by all Parties.

E SERVICE ACTIVITY:

1. The Department shall continue to operate and maintain the Arizona Flood Warning System and cost share for maintenance of an ALERT flood warning repeater and gage sites located in Apache County that are located in the Wallow Fire burn area. The following is a list of gages with associated ALERT ID numbers:

Station ALERT ID	Station Name
0512	Alpine Repeater
1874	Hulsey Tank
1872	Upper Nutrioso
1882	Hay Lake
1889	South Fork

LEGAL DETERMINATION

The foregoing Intergovernmental Agreement between the Arizona Department of Water Resources and the Apache County Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in proper form and is within the powers and authority granted, under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

Dated this _____ day of _____, 2012

Arizona Department of Water Resources

By: _____
David Johnson, Deputy Counsel

Dated this _____ day of _____, 2012

Apache County Flood Control District

By: _____
Counsel

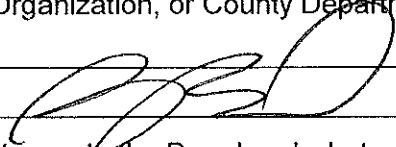
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature:



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

CALL TO THE PUBLIC

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Co Man

Date/Signature: _____

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

*Discussion - possible discussion regarding the
2013-2014 Tentative Budget & rules of Tent. Budget
Hearing on July 9, 2013 @ 9:30 Am*

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: _____

Signature Clerk of Board _____

ORDINANCE NO. _____



OUTDOOR FIRE ORDINANCE

An ordinance of the Board of Supervisors of Apache County, Arizona, repealing Ordinance No. 2003-21 (Open Outdoor Fire Ordinance); establishing fire zones in the unincorporated area; establishing restrictions on certain outdoor fires; providing for the implementation of emergency fire restrictions; and specifying civil and criminal penalties for violations.

Preface

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of unusually high fire danger and/or burning conditions. Fire restrictions impose many limitations on the public, and therefore should be implemented only after all other prevention measures have been taken. These measures include, but are not limited to: increasing the number of prevention signs, public contacts, media campaigns, etc. Fire restrictions should be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, potential high-risk occasions (4th of July, etc.), and large fire activity occurring on a unit or within the Region. Fire restrictions should not be considered the primary prevention program and all other alternatives should be taken prior to considering fire restrictions.

Emergency closures have an extreme impact on the public and fire agencies, and are discouraged except under the most severe conditions. Closures should be implemented only in situations where the public's safety cannot be guaranteed. Closures are not justified by fire danger alone, but should be driven by the potential for risk to life safety due to extreme fire behavior, high potential for human-caused fires, severe shortages of resources, and numerous large fires.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY AS FOLLOWS:

1. TITLE

This ordinance shall be known as the Apache County Outdoor Fire Ordinance.

2. REPEAL OF PRIOR ORDINANCE

Ordinance No. 2003-21, the Open Outdoor Fire Ordinance, is hereby repealed in its entirety.

3. **EFFECTIVE AREA / FIRE ZONES**

This Ordinance is effective in the unincorporated area of Apache County, exclusive of areas under the jurisdiction of the United States, the State of Arizona or a federally recognized Indian tribe. For purposes of this Ordinance, the unincorporated area has been divided into two fire zones as depicted on the map attached hereto.

4. **PURPOSE / AUTHORITY OF EMERGENCY MANAGEMENT DIRECTOR**

- 4.1 The purpose of this Ordinance is to help provide a uniform system for political subdivisions in Apache County to determine what fire restrictions are needed and when they are to be put into place during emergency fire conditions.
- 4.2 It is the duty of the Apache County Emergency Management Director/Manager (after consultation, as the Director deems appropriate, with the U.S. Forest Service ("USFS"), local Fire Districts, state or municipal Emergency Management Directors or other fire officials) to initiate fire restrictions within any fire zone (or zones) during emergency fire conditions as described in Section 7.
- 4.2.1 The Emergency Management Director/Manager shall utilize the USFS Apache-Sitgreaves Test Data and Monitoring Systems (www.fs.fed.us) to help determine when such restrictions are necessary. As a general guideline, emergency fire restrictions should be considered when the Energy Release Components (ERC) reading reaches 80.
- 4.2.2 The Emergency Management Director/Manager shall attempt to coordinate with other fire officials in the affected zone(s) a uniform date for implementing such restrictions.
- 4.2.3 When the Emergency Management Director/Manager determines that such restrictions are necessary and the date of implementation has been determined, the Director shall recommend to the Chairman of the Board of Supervisors or designee that such restrictions be ordered pursuant to the Chairman's emergency powers under Title 26, Chapter 2, Article 1 of the Arizona Revised Statutes. Upon the issuance of the Chairman's order, the Director shall promptly take appropriate steps to notify residents and visitors of the nature and extent of the restrictions and the effective date.
- 4.2.4 Upon issuance of the initial order of the County shall suspend issuance of burning permits until the emergency fire restriction order is lifted.
- 4.2.5 Upon issuance of the initial order, the Chairman authorizes the Emergency

Management Director/Manager to modify the restriction level or cancel the restrictions as conditions warrant. The Emergency Management Director/manager shall immediately notify the Chairman and the County Manager of any changes in restriction and provide an update of the change in restrictions at the next legally scheduled Board meeting.

5. DEFINITIONS

- 5.1 “Campfire” means an open outdoor fire used only for the cooking of food or for providing personal warmth for human beings or for recreational purposes.
- 5.2 “Charcoal Fire” means an open outdoor fire which uses primarily charcoal as the combustible material, and which is used only for the purpose of cooking food.
- 5.3 “Combustion Engines” means an engine which generates mechanical power from a fuel. This includes an engine in which combustion is intermittent such as four-stroke, two-stroke, gas turbines, and diesel engines.
- 5.4 “Emergency Management Director” means the County official designated as such by the Board of Supervisors.
- 5.5 “Fire Arms” means a weapon that launches one or more projectiles at high velocity through the confined burning of a propellant
- 5.6 “Fireworks” means any composition or device consisting of a combination of explosives and combustibles, detonated to generate colored lights, pyrotechnic displays, smoke, and noise for amusement or entertainment purposes
- 5.7 “Flue” means a pipe, tube, channel, duct or passage through which hot air, gas, steam, smoke or fire may pass, such as a chimney, stovepipe or stack.
- 5.8 “Open Outdoor Fire” means any burning, oxidation or combustion of combustible material of any type in the open where the products of combustion are not directed through a flue, but not including campfires and charcoal fires.
- 5.9 “Recreational Fire” means burning of materials other than rubbish where fuel being burned is not contained in an incinerator, outdoor fireplace, barbecue grill or barbecue pit with a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking or similar purposes.
- 5.10 “Red Flag Warning” (or “Red Flag Conditions”) means a posting by the National Weather Service to inform the County and other agencies of the imminent or actual

occurrence of extreme fire danger or extreme fire conditions. This is actually determined by the National Weather Service.

6. NON-EMERGENCY FIRE RESTRICTIONS

The following restrictions are in effect at all times in all zones, except as they may be superseded by emergency fire restrictions pursuant to Section 7:

- 6.1** It is unlawful for any person to start, ignite, cause or permit to be ignited, or allow or maintain any open outdoor fire except as allowed by permit through the Emergency Management Director, the applicable Fire District, or the Arizona Department of Environmental Quality pursuant to Title 49, Chapter 3 of the Arizona Revised Statutes. The following fires are exempt from this restriction:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 6.1.1** Fires used only for the cooking of food or for providing warmth for human beings or for recreational purposes (campfires and charcoal fires); for the branding of animals; for the purpose of frost protection in farming or nursery; or for the disposal of flags pursuant to federal law.
- 6.1.2** Any fire set or permitted by any public officer in the performance of official duty, if such fire is set or such permission is given for the purpose of instruction in the methods of fighting fires or the control of an active wildfire.
- 6.1.3** Fires set or permitted by authority of the director of the Arizona Department of Agriculture or by Apache County agricultural agents for the purposes of disease and pest prevention.
- 6.1.4** Fires authorized by special permits as issued by the Emergency Management Director/Manager.
- 6.1.5** Fires set by or permitted by the federal government or any of its departments, agencies or agents, or by the State or any of its agencies, departments or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.
- 6.1.6** Fires permitted by any rule or regulation adopted pursuant to Title 49, Chapter 3, Article 3 of the Arizona Revised Statutes, by any special or

conditional permit issued by a hearing board established under said Article 3, or by any rule or conditional permit issued pursuant to Title 49, Chapter 3, Article 2, when pursuant to ARS § 49-402 the Arizona Department of Environmental Quality has assumed jurisdiction of the portion of Apache County where the fire is located.

6.1.7 Fires permitted by Local Fire Chief's within their Jurisdiction.

6.1.8 Fires for the purpose of burning rubbish, waste material or refuse.

7. **EMERGENCY FIRE RESTRICTIONS**

In addition to the fire restrictions set forth in Section 6, the following emergency fire restrictions when ordered and in effect shall apply to the zone(s) in which they have been implemented:

7.1 During "Red Flag Warning" conditions, as posted by the National Weather Service, no open outdoor fires, campfires, charcoal fires or outdoor smoking are permitted on either public or private property within the unincorporated area of the affected zone(s).

7.2 When it has been determined by the Emergency Management Director/Manager that additional emergency fire restrictions are needed to assure the safety of the public in any zone(s), the Director shall recommend that the Chairman of the Board of Supervisors order some or all of the following additional emergency restrictions, whereby it shall be unlawful to:

7.2.1 Burn, start, ignite, build, attend, have, possess, maintain or use any open outdoor fire.

7.2.2 Burn, start, ignite, build, attend, have, possess, maintain or use flammable or combustible materials for the purpose of any open outdoor fire.

7.2.3 Engage in smoking or smoke, burn, start, ignite, build, attend, have, possess, burning, smoldering or lit cigarettes, cigars, cigarillos, smoking pipes or other smoking products containing tobacco or other plant material. Provided, however, that outdoor cooking on stoves or grills which use only propane, butane or other gases shall not be prohibited under this Section 7.2.

7.3 The Board of Supervisors may exempt or modify emergency fire restrictions, including but not limited to:

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 7.3.1 Allowing smoking within enclosed buildings and inside vehicles. Smoking may also be allowed in or on porches, carports, garages, parking lots and other areas on properties which are cleared of all combustible materials so long as the smoking does not create a substantial risk of fire danger.
- 7.3.2 Placing restrictions on open outdoor fires, campfires or charcoal fires which will ensure the safety of such fires.

STAGE I: Minimal Restrictions

The following acts are prohibited until further notice:

- 1. Building, maintaining, attending, or using a fire or campfire unless noted in the exemptions below.
- 2. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.

Note: for the smoking provision, each agency/tribe must cite their actual regulations/laws; therefore the wording for the prohibition may be slightly different.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
- 2. Persons using a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
- 3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
- 4. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- 5. All land within a city boundary is exempted unless otherwise stated by city ordinance.
- 6. Other exemptions unique to each agency/tribe.

STAGE II – Moderate Restrictions

The following acts are prohibited until further notice:

1. Building maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove including fires in developed campgrounds or improved sites.
2. Smoking, except within an enclosed vehicle or building.
3. Discharging a firearm while engaged in a lawful hunt pursuant to state, federal, or tribal laws and regulations. Discharging a firearm for target practice or other form of recreation.
4. Mechanical and Industrial Prohibitions
 - a. Operating any internal combustion engine other than exemption 5 below.
 - b. Welding, or operating acetylene or other torch with open flame.
 - c. Using an explosive.
5. Operating motorized vehicles off designated roads and trails.
6. Use of any and all fireworks.

Exemptions:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Industrial operations where specific operations and exemptions are identified and mitigation measures are implemented as outlined in an agency plan.
3. Persons using a device fueled solely by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within 3 feet of the device.
4. Operating generators with an approved spark arresting device within an enclosed vehicle or building or in an area that is barren or cleared of all overhead and surrounding flammable materials within three feet of the generator.
5. Operating motorized vehicles on designated roads and trails so long as you park in an area devoid of vegetation within 10 feet of the roadway.
6. Emergency repair of public utilities and railroads and mitigation measures are implemented as outlined in an agency plan.
7. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
8. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
9. All land within a town boundary is exempted unless otherwise stated by town ordinance.
10. Discharging of firearms is allowed on agency designated shooting ranges.

STAGE III- Extreme Fire Danger

Extreme Fire Danger is the method that would be employed if conditions are so extreme that the potential of a catastrophic disaster is highly likely.

Examples include:

- Potential loss of life due to explosive fire conditions.
- Potential for extreme or blowup fire behavior.
- Stage II restrictions are not effective in reducing the number of human-caused fires.
- Resources across the geographic area are at a critical shortage level.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

1. Persons with a written permit that specifically authorizes the otherwise prohibited act.
2. Emergency repair of public utilities and railroads as per attached conditions.
3. Persons conducting activities in those designated areas where the activity is specifically authorized by written posted notice.
4. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.
5. All land within a city boundary is exempted unless otherwise stated in city ordinance.
6. Other exemptions unique to each town /tribe.

8. FIRES EXEMPT FROM EMERGENCY RESTRICTIONS

The following fires are exempt from the provisions of the emergency fire restrictions set forth in Section 7.

EXEMPTIONS:

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

- 8.1** Fires set or permitted by any public officer, federal, state or local, in the performance of the officer's official duties.
- 8.2** Fires set or permitted by the State Entomologist or Apache County agricultural agents for the purpose of disease and pest prevention.
- 8.3** Fires set or permitted by the United States, the State of Arizona or any federally recognized Indian tribe, or any of their respective departments, agencies or political subdivisions, for the purpose of fire prevention or control, or watershed rehabilitation or control through vegetative manipulation.

- 8.4 Fires permitted by the Emergency Management Director or designee. The conditions of the permit, including permitted date(s) and the nature of the burning, shall be clearly stated on every such permit issued.
- 8.5 Fires permitted by Local Fire Chiefs within their Jurisdiction.

9. **FAILURE TO OBEY LAWFUL ORDER**

The failure to obey a lawful order by the Emergency Management Director/Manager, a peace officer, a firefighter or other officer of a Fire District, or uniformed personnel of the USFS acting within the officers area of Jurisdiction or failure to comply with the requirements of this Ordinance (including without limitation an order to extinguish or put out any lit, burning or smoldering materials during emergency fire restrictions) shall be a distinct and separate violation of this Ordinance.

10. **ENFORCEMENT / PENALTIES**

- 10.1 This Ordinance may be enforced by the Emergency Management Director or designee, any peace officer acting within the officer's area of jurisdiction, a firefighter or other officer of a Fire District acting within the officer's area of jurisdiction, or uniformed personnel of the USFS acting within their area of jurisdiction.
- 10.2 Civil Violation. Except as set forth in Section 10.3, when a violation of this Ordinance is undesignated or is designated a first offense by the enforcement official or prosecuting attorney, a person found to have violated this Ordinance shall be deemed to have committed a civil offense and shall be subject to a civil penalty of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), plus restitution for any medical treatment required and any property damage or other economic loss suffered by any person as a result of such violation.
- 10.3 Criminal Violation. When a person convicted of a violation of this Ordinance has previously been charged with a violation of this Ordinance during the preceding 12 months, or has refused to obey the lawful order of an officer as set forth in Section 9, the person shall be deemed to have committed a Class 2 misdemeanor and shall be subject to a fine of not less than two hundred and fifty dollars (\$250) nor more than seven hundred and fifty dollars (\$750) for each violation or count, plus surcharges, fees and restitution for any medical treatment required and any property damage or

other economic loss suffered by any person as a result of such violation.

10.4 Continuing violations. If any violation of this Ordinance is a continuing one, each day shall be deemed a separate violation.

SO ORDAINED by the Apache County Board of Supervisors at St. Johns, Arizona on _____

APACHE COUNTY BOARD OF SUPERVISORS

By:

Tom M. White, Jr.
Chairman

ATTEST:

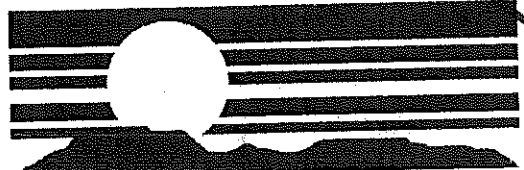
Delwin P. Wengert
Clerk of the Board of Supervisors

of suspected criminal conduct and where the conduct as gives rise to forfeiture is alleged to have occurred.
If you wish to avoid summary forfeiture of the property, you must file a claim with the Superior Court in the above-captioned case within thirty days of this notice. No extension for filing of a claim may be granted. In addition to being signed by the claimant under penalty of perjury, any claim must include:
1. The caption of the procedure as set forth above
2. The name of the claimant,
3. The address at which the claimant will accept mailings from the court or the attorney for the claimant,
4. The nature and extent of the claimant's interest in the property,
5. The date, the identity of the transferor and the instances of the claimant's acquisition of the interest in the property,
6. The specific provisions of Title 13, Chapter 39 relied on by the claimant in asserting that the property is not subject to forfeiture,
7. All facts supporting each assertion that the property is not subject to forfeiture,
8. Any additional facts supporting the claimant's

claimant's interest in the property. If you do not attempt to transfer, hide, convey, sell, deposit with a third party, place it beyond the jurisdiction of the court, diminish its value or commingle it with other property. Doing so could result in the forfeiture of additional property, in the event of commingling, or forfeiture of other property having an equal value to the property constructively seized. Additional criminal and civil penalties and/or other financial remedies may also be available to the State if you do not act.
* You are not required to post a bond in order to file a claim on the property, although you will be responsible for paying filing fees as required by the Superior Court. If you fail to establish that your entire interest in the property is not subject to forfeiture, however, the Superior Court is required to order you to pay the State's costs and expenses incurred in investigating and prosecuting the matter, including reasonable attorney fees.
Dated this _____ day of May, 2013.
Michael B. Whiting
Apache County Attorney
Garrett Whiting
Deputy County Attorney

WMI 7582 - 1x, 6/7, 6/14/13e
NOTICE OF PUBLIC HEARING
APACHE COUNTY
OUTDOOR FIRE ORDINANCE
A Public Hearing will be held on July 2, 2013 at 09:30 a.m. at the Apache County Board of Supervisors meeting room, 75 West Cleveland Street in St. Johns, Arizona during the regularly scheduled Board of Supervisors Meeting, for discussion and possible approval of a newly revised Outdoor Fire Ordinance. The proposed ordinance will establish procedures and criteria for declaring a fire emergency or fire restrictions in the County, as well as establishing punishments for violations of the restrictions contained in the Ordinance.
Published in the White Mountain Independent
June 7, 2013
WMI 7585 , A, 1x, 6/7/13 e

TOWN OF FRIENDLY NEIGHBORS



CITY OF ST. JOHNS

CITY OF SAINT JOHNS NOTICE OF PUBLIC HEARING

The City of Saint Johns has a need to repair deteriorating roads, improve water capacity and fire flows through the addition of the Mountain View Water Line, and construct a new sidewalk along 7th West.

The Mountain View Water Line redevelopment area includes all residences bordered by US HWY 180 to the east and south, 7th South to the north, and 10th West to the west. A map is attached to this letter highlighting the area. The City has placed the Mountain View Water Line improvement as first priority on the list of projects for a Community Development Block Grant. As part of the grant process, the City will be adopting a resolution declaring the service area as a targeted area to prevent and eliminate slum and blight. The scheduled public hearing will be your opportunity to discuss the Council's findings and how this affects you as a property owner.

This public hearing will be held on Thursday, June 13th at 6:30pm during the regularly scheduled City of Saint Johns Council Meeting. This meeting is scheduled at 75 West Cleveland in the Apache County Board of Supervisors Meeting Room.

If you have any questions regarding this subject, or if you have a special need due to a disability, please contact, Malena Bazarro at 928-337-7639, twenty four hours prior to the meeting and accommodations will be provided.

For more information:
Malena Bazarro, Apache County Grants Manager
75 W Cleveland
Saint Johns, AZ 85936
mbazarro@co.apache.az.us
928-337-7639

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

DAVID A. BROWN
VICE CHAIR OF THE BOARD
DISTRICT III
P.O. BOX 428 ST. JOHNS, AZ 85936

JIM CLAW
DISTRICT II
P.O. BOX 1952 CHINLE, AZ 86503

BOARD OF SUPERVISORS
OF APACHE COUNTY

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

TELEPHONE: (928) 337-4364
FACSIMILE: (928) 337-2003



ORDINANCE NO. 2003-21

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

APACHE COUNTY
OPEN OUTDOOR FIRE ORDINANCE

AN ORDINANCE ADOPTED BY THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA, PURSUANT TO A.R.S. §§11-251 AND 11-251.05, PROHIBITING CERTAIN OPEN OUTDOOR FIRES IN THE UNINCORPORATED AREAS OF APACHE COUNTY DURING PERIODS WHEN SUCH FIRES ARE PROHIBITED BY THE UNITED STATES FOREST SERVICE OR BY RESOLUTION OF THE APACHE COUNTY BOARD OF SUPERVISORS; AND PROVIDING CIVIL PENALTIES FOR VIOLATIONS.

WHEREAS, A.R.S. §§11-251(31) and 11-251.05 authorize the Apache County Board of Supervisors to make and enforce all local police, sanitary and other regulations not in conflict with general law; and

WHEREAS, the Board of Supervisors is concerned about dry conditions, low humidity, increased windy conditions and high temperatures, which increase the threat of human-caused fires in the unincorporated areas of Apache County; and

WHEREAS, the United States Department of Agriculture, United States Forest Service, prohibits certain open outdoor fires in areas designated by order; and

WHEREAS, local fire departments and fire districts likewise prohibit certain open outdoor fires within their respective areas of jurisdiction; and

WHEREAS, the Board of Supervisors wishes to prohibit certain open outdoor fires in the unincorporated areas of Apache County during periods when such fires are prohibited by the Forest Service or when the Board prohibits such fires by a resolution adopted pursuant to a request by the Director of Emergency Services or one or more local fire departments or fire districts;

NOW, THEREFORE, be it ordained by the Board of Supervisors that the following ordinance is hereby adopted and may be referred to as the Apache County open outdoor fire ordinance.

SECTION 1: DEFINITIONS

- 1.1 **Open Outdoor Fire** any combustion of combustible material(s) of any type that is not within a fully enclosed building, mobile home or other structure having four walls and a ceiling.
- 1.2 **Campfire** an open outdoor fire that is used for cooking, personal warmth, lighting ceremony or aesthetic purposes.
- 1.3 **Gas Barbecue** a fixed or portable device where food is cooked outdoors on a metal frame over a fire fueled by a propane or gas source.
- 1.4 **Bonfire** an open outdoor fire for the purpose of burning rubbish, waste material or refuse.

SECTION 2: PROHIBITION/EXEMPTIONS

- 2.1 **Prohibition against Open Outdoor Fires:** At any time when there is in effect an order issued by the United States Department of Agriculture, United States Forest Service, pursuant to Title 36, Section 261.52 of the Code of Federal Regulations, restricting fires within a National Forest located wholly or partly within the boundaries of Apache County, it shall be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, including a campfire or bonfire, in the unincorporated areas of Apache County, except as provided in this Section. It shall likewise be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, including a campfire or bonfire, in the unincorporated areas of Apache County when such fires have been prohibited by a resolution adopted by the Board of Supervisors pursuant to a request by the Director of Emergency Services or one or more fire departments or fire districts located wholly or partly within the boundaries of Apache County.
- 2.2 **Exemptions:** The following open outdoor fires are exempt from the provisions of this ordinance.
- A. Open outdoor fires used solely for the cooking of food on a gas barbecue.
 - B. Open outdoor fires set or permitted by any public officer in the performance of official duty of the purpose of weed abatement, the prevention of fire hazard or instruction in the methods of fighting fires.
 - C. Open outdoor fires set or permitted by the Director of the Department of Agriculture or County Agricultural agents for the purpose of disease and pest prevention.
 - D. Open outdoor fires set by or permitted by the Federal Government or any of its departments or agencies, or the State of Arizona or any of its departments, agencies or political subdivisions, for the purpose of watershed rehabilitation or control through vegetative manipulation.

- E. Any campfire within a designated area at a developed recreational site maintained by an agency or department of the federal, state, or local government (unless further prohibited by the governmental entity having jurisdiction over the recreational site.)
- F. Open outdoor fires authorized by a permit issued pursuant to A.R.S. §49-501 *et seq.*
- G. In addition to the exceptions set forth in paragraphs A through F, the Board of Supervisors may, by resolution, exempt certain portions of the unincorporated area of Apache County if the issuance of an order by the Forest Service as described in Section 2.1, or the adoption of a resolution by the Board as described in Section 2.1, is deemed by the Board not to require country-wide application of this ordinance. In such circumstances, the resolution of the Board shall clearly specify areas which are exempted.

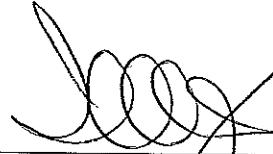
SECTION 3: PENALTY/ENFORCEMENT

- 3.1 Each violation of this ordinance shall result in a civil penalty not to exceed \$100.00. Each day that a violation continues shall be deemed a separate offense. In addition to the foregoing fine, the reasonable response costs of the governmental entity or entities that respond to the prohibited fire may be assessed against the violator(s).
- 3.2 This ordinance may be enforced by an action in the Justice Court Precinct where the violation occurs.

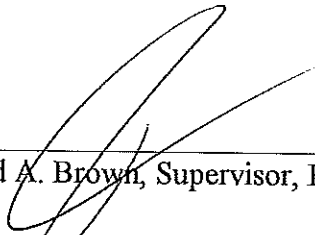
SECTION 4: APPLICABILITY

4.1 This ordinance applies within all unincorporated areas of Apache County.

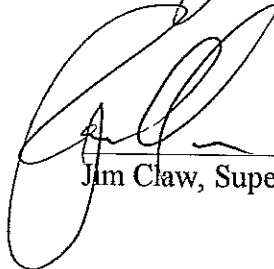
PASSED AND ADOPTED THIS 1 day of July, 2003, by the Board of Supervisors of Apache County, Arizona.



Tom M. White, Jr., Supervisor, District II
Chairman of the Board of Supervisors

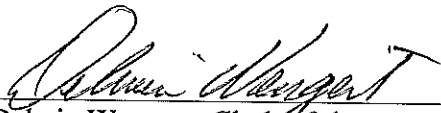


David A. Brown, Supervisor, District III



Jim Claw, Supervisor, District I

ATTEST:



Delwin Wengert, Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL TELEPHONIC MEETING
June 13, 2013
St. Johns, Arizona

Present were: Vice Chairman Barry Weller and County Manager/Clerk of the Board Delwin Wengert. Chairman Tom M. White, Jr. participated via the telephone. Supervisor Joe Shirley was unavailable and was excused from the meeting.

Chairman White called to order the Apache County Board of Supervisors Special meeting at 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Chief Deputy Sheriff Brannon Eagar presented the recommendation for the Board to consider declaring a State of Emergency due to the extreme fire danger that exists throughout the County. Chief Eagar provided an overview of the forest conditions and the need to be prepared in case of fire. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Resolution # 2013-08

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING A STATE OF EMERGENCY IN SOUTHERN APACHE
COUNTY DUE TO SEVERE TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors acting per A.R.S. §§ 26-301 through 308 is empowered to declare a state of emergency, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, Apache County is dependent upon the use of our natural resources, whether those uses are consumptive or non-consumptive, including those resources on federally managed lands, and;

WHEREAS, Apache County has coordinated with multiple agencies, experts and has used science based analysis of upcoming fire threats, fire season hazards, including those on federally managed lands, and;

WHEREAS, the people, lands, infrastructure and economic activities within the exterior boundaries of Apache County are under imminent threat from wildfire due to high temperatures and extremely dry conditions. And;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

WHEREAS, it is the desire of the Apache County Board of Supervisors to request consideration of the State of Arizona and other entities, and enact restrictions on open fires as needed to alleviate the threat of fires;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Apache County, Arizona, does hereby declare a state of emergency pursuant to A.R.S. § 26-301, et seq., to exist in Apache County, and;

BE IT FURTHER RESOLVED, that Apache County requests further restrictions on open fires in the southern portion of Apache County.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on June 13, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: Tom White
Chairman of the Board

ATTEST:

/s/ Delwin Wengert, Clerk of the Board

Chief Deputy Sheriff Brannon Eagar requested approval of a resolution establishing stricter fire restrictions, mirroring the National Forest Service Stage II Fire Restrictions, due to extreme fire danger. A discussion was held regarding the potential fire dangers. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Resolution # 2013-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING A STATE OF EMERGENCY IN SOUTHERN APACHE
COUNTY DUE TO SEVERE TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors acting per A.R.S. §§ 26-301 through 308 is empowered to declare a state of emergency, and;

WHEREAS, Apache County has a legal and ethical obligation to protect the health, safety and welfare of the citizens of Apache County, and;

WHEREAS, Apache County is dependent upon the use of our natural resources, whether those uses are consumptive or non-consumptive, including those resources on federally managed lands, and;

WHEREAS, Apache County has coordinated with multiple agencies, experts and has used science based analysis of upcoming fire threats, fire season hazards, including those on federally managed lands, and;

WHEREAS, the people, lands, infrastructure and economic activities within the exterior boundaries of Apache County are under imminent threat from wildfire due to high temperatures and extremely dry conditions. And;

WHEREAS, the threat of such fires serves as a detriment of the County's residents' health, safety, welfare and economic well-being;

WHEREAS, it is the desire of the Apache County Board of Supervisors to request consideration of the State of Arizona and other entities, and enact restrictions on open fires as needed to alleviate the threat of fires;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Apache County, Arizona, does hereby declare a state of emergency pursuant to A.R.S. § 26-301, et seq., to exist in Apache County, and;

BE IT FURTHER RESOLVED, that Apache County requests further restrictions on open fires in the southern portion of Apache County.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on June 13, 2013.

APACHE COUNTY BOARD OF SUPERIVOSRS

By: /s/ Tom White
Chairman of the Board

ATTEST:

/s/ Delwin Wengert, Clerk of the Board

Mr. Weller moved to adjourn, seconded by Mr. White. Motion passed.

Approved this 2nd day of July, 2013.

Tom M. White Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

June 18, 2013

St. Johns, Arizona

Present were: Chairman Tom M. White, Vice Chairman Barry Weller and Supervisor Joe Shirley. Also present, County Manager/Clerk of the Board Delwin Wengert and County Attorney Michael Whiting.

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

Delwin Wengert offered the invocation.

Milton Ollerton led the Pledge of Allegiance.

Chairman White called for the Public Health Services District items.

Chris Sexton, Health Director, requested approval of Well Woman Health Check Program contract extension through December 31, 2013 in the amount of \$100,225. A discussion was held regarding the program funding. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the Library District item.

Judith Pepple, Library Director, possible approval to award the proposals for janitorial services for FY 2013-2014 for the Round Valley Public Library in the amount of \$14,100 and for the St. Johns Public Library in the amount of \$14,400 to Patricia Barnes. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Chuck Motor, Probation Services, recognized the retirement of Marlene Forester and Beverly Martin. Ms. Forster and Mrs. Martin thanked everyone for their support over the years. Mr. White and Mr. Weller thanked them for their service.

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

Kathy Hoogerwoof, a resident of Vernon, voiced her opposition to the approval of a contract with Howard Johnson as the Board of Equalization Hearing officer and requested that the Board

of Supervisors sit as the Board of Equalization.

Lynda Tanner, a resident of Vernon, requested the Board sit as the Board of Equalization and not hire Chuck Johnson as the hearing officer.

Mr. Wengert presented the item for a public hearing for discussion and possible approval of the 2013-2014 Tentative Budget. Mr. Wengert stated that there was a recommendation that the Budget hearing be postponed until the first meeting in July. Chairman White asked the reason for the delay. Mr. Shirley stated that he put forward the recommendation to postpone since in times past, it was generally done the first meeting in July and he would like to stick with that and that will also give time to look at the budget moneys that are coming in as well as some additional recommendations from departments because once the tentative budget is approved you can't do much more with it. Mr. Weller stated that this is news to him and he was ready to address the issue today. A discussion was held regarding the time frame to advertise for the public hearing and the soonest it could be brought back before the public was July 9, 2013. Mr. Weller stated that he is wanting to reduce the budget and traveled back especially for this meeting to discuss it and was not given notice that it might be postponed but if all the legalities are worked out and it is postponed, he will work with that but his preference is to take action today.

Chairman White stated that he also did not know there was talk of postponing the item and he would also like to discuss the budget and possibly take action today. Mr. Wengert stated that he just received word that the legislature passed their budget and a couple items affect the County and one is that the lottery money that was taken from the County several years ago, has been reinstated and that is \$550,000 and he did not include in the revenue picture because he didn't know for sure if it would come at the time but would strengthen the budget and recommended that money be put in the savings to help the budget process next year. Mr. Wengert stated that the other item is the bill regarding flexibility language which has allowed the general fund to tap into the districts to help our revenue and did not anticipate that the legislature would pass and it did. Ryan Patterson, Finance Director provided a overview of the proposed budget. Mr. Weller stated that he is concerned with the budget and the proposed budget does not address jobs, it addresses raises for people who have jobs and the taxpayers in the county are living in poverty and dealing with inflationary issues that are going on in this country and are being impacted negatively and does not want to impact them more. Mr. Weller stated that last year there was money used to give a one-time relief to county employees and he would rather consider something like that then to go into a long term commitment in an area where we aren't sure of what is going to happen with the economy. Mr. Weller stated that he has nothing disparaging or negative to say about the dedicated employees in the county and hurts for them as he understands the wages are very low and that he would like more relief but we are depressed and need to focus on jobs and there is nothing in the budget that he has seen that is asking the Board to get together to talk about how we are going to bring jobs into the county so we can feel good about giving raises. Mr. Weller expressed his concern with the economic future of the county and that taxes may have to be raised to pay for employees raises and in his opinion, he would address helping the employees with the increase in health insurance costs but to do an across the board raise is not realistic in this economy.

Nancy Quinn, an employee of the County stated that the employees have not had a cost of living increase since 2007 and even though Mr. Weller says we are dedicated and appreciate our work, we have a hard time getting the gas to get to work. Ms. Quinn stated that employees are tax payers, constituents and voters and not just county workers, no less than anybody else and hurt as much as anyone else. Ms. Quinn stated that she has a job but it gets to the point where she can't afford her job and at the end of the pay period she has to decide if she is going to feed herself or buy gas. Ms. Quinn stated that the raise isn't something that is being given as a gift, employees have earned it for the last 6 years and have suffered along with the county.

Kim Benali, a resident of Apache County stated that she hasn't had a raise in 8 years but her property taxes have gone up and haven't seen any services in the county or any economic development or encouragement for the job industry. Ms. Benali stated that the focus should not be on raising taxes, it is bringing in economic development. Ms. Benali stated that she understands the need for raises but they hurt too, not just the employees, it's everyone; she has had to tighten her belt and so should the county.

Recorder Lenora Johnson stated that the county offices have tightened their belts; that within the Recorder's office she has lost three positions and kept 2 permanent positions vacant and used the money for temporary employees. Ms. Johnson stated that her staff are dedicated and have provided services to the county. Ms. Johnson stated that Apache County is the longest county in the United States and that is a large amount of travel time for staff to cover to provide services. Recorder Johnson requested the Board create a position within her office with some of the lottery money for a street file project that her office is working on.

Mr. Wengert stated that over the past several years, Apache County has cut the taxes more than any other county he knows of in the State and when the levy limit override went away that cut 3 million dollars out of the general fund and that was very difficult to manage and many positions were eliminated and things were cut while still providing services. Mr. Wengert stated that he wanted to remind the board that as far as tightening belts go, he does not know of any other county that has tightened their belt more than Apache County. Mr. Wengert stated that he feels that the Board has a responsibility to the employees to do the best it can and the budget before the Board today does give a cost of living increase for the first time in 6 years and the employees have needs and families and the Board has the responsibility to pay them as best as possible given the circumstances. Mr. Wengert stated that this budget gives a cost of living increase and still reduces the tax rate by 1 cent. Mr. Wengert stated that Mr. Weller commented that the tax rate may go up but we don't know that; it may be because there are things in the budget that we had to do, like the \$500,000 for software, the new employees to replace positions that were cut that are now being filled. Mr. Wengert stated with all that, the tax rate still went down by 1 cent and he stands behind this budget and he can't predict what will happen in the future but we do have this \$550,000 we just found out about and recommended the Board save it for next year to give the County more security.

Mr. Weller stated that the County has done an excellent job of cutting with the reduction of the levy override and he recognizes that staff have done an excellent job over the years but now there is talk again of bringing before the taxpayers another tax levy override for more taxes and believes we are headed toward higher taxes very soon. Mr. Weller stated that on his opinion, if

the budget is approved today, there is money to move into some economic development job discussions and away from some of the areas they are at right now. Mr. Weller stated that he does support the new positions that Mr. Wengert referred to, that the cuts have been so dramatic resources were cut in areas that serviced the citizens and he will support any funding toward resources that improve, or get us to the minimum requirements for services and he supports the positions in the Assessor, Treasurer and IT. Mr. Weller stated that those are not the positions that are pushing this towards a tax increase, the raise to all employees is one that is a permanent burden to the county that we cannot afford.

Mr. Shirley recommend that the budget approval be postponed because of the new money that has come in, that he would like to talk about that and see where it can be put other that savings since there are needs out there that need to be looked.

Mr. Weller stated that he is not willing to second a motion along that line but is willing to approve the total amount of the budget and would want to adjust where those funds go, that the budget can be adjusted by line item, it just can't go higher than the overall amount once it is approved.

Mr. Weller moved to approve the budget. Mr. Patterson explained that once the tentative budget was approved it could not go up. Mr. White stated that he would not second Mr. Weller's motion and it died for lack of a second.

Mr. Whiting provide the statutory requirements for the budget and that the tentative budget would have to be approved by the 3rd Monday in July so the Board can postpone the item up until that 3rd Monday July. A discussion was held regarding the meeting date. **Mr. Shirley made the motion to table the tentative budget until July 9, 2012 at 8:30 MST, seconded by Mr. Weller.** Motion passed 2-1 with Mr. Shirley and Mr. White voting aye and Mr. Weller voting nay. Mr. Patterson asked if there was any direction for him before the next meeting. Mr. Shirley stated that this is an ongoing discussion and Mr. Weller, Mr. White or himself can give direction.

Mr. Wengert presented the public hearing for possible approval of a fee schedule for the Round Valley Rodeo grounds. **Mr. Weller moved approval, seconded by Mr. Shirley.** Chairman White called for public comment. Hearing none, Vote was unanimous.

Fee Schedule for the Round Valley Rodeo Grounds.

There will be a \$200.00 deposit required for the use of the Blue Building and facilities, or the Arena and Facilities. The use of both will require a deposit of \$400.00

DAILY FEES:

FACILITY	CLASS I	CLASS II	CLASS III	CLASS IV
Blue Building w/Restrooms	40.00	65.00	200.00	300.00
Kitchen	50.00	150.00	200.00	250.00
FACILITY	CLASS I	CLASS II	CLASS III	CLASS IV
Arena & Grandstands w/Restrooms	25.00	150.00	150.00	300.00
Arena Lights	15.00/hr.	15.00/hr	15.00/hr.	15.00/hr.
Tractor Available Per Day (Operator must be approved by Rodeo Manager)	50.00	50.00	50.00	50.00
Basic Portable Arena Panel Set Up	100.00	200.00	200.00	200.00
Concession Stand (each)	40.00	75.00	200.00	300.00

Mr. Wengert presented the request for possible approval of the Fiscal Year 2014 "Personnel Action Items" list including changes to the Human Resources Table #3 submitted with the 2014 budget. Mr. Weller requested that each department be taken one at a time.

**FISCAL YEAR 2013-2014
PERSONNEL ACTION ITEMS
June 12, 2013
FINAL DRAFT
(18)
District I**

Salary Change		Norman Claw	Fleet Manager
	Range 28	\$27,813.44	
Request authorization to create new position of Fleet/Safety/Training Coordinator and to promote Norman Claw into this position with an increase in salary of \$3,000.00 to \$30,813.44. Funding will be paid through H.U.R.F.			
Salary Change		Gloria Bowman	Administrative Coordinator
	Range 38	\$33,224.35	
Request authorization to increase Gloria Bowman's salary by \$3,000.00 to \$36,224.35. Funding will be paid through H.U.R.F.			
Salary Change		Lena Clark	Administrative Coordinator
	Range 38	\$37,746.74	
Request authorization to increase Lena Clark salary by 1%. This would result in an increase of \$377.46 to \$38,124.20. Funding will be paid through H.U.R.F.			

A discussion was held regarding the positions. **Mr. Weller moved to approve as presented, seconded by Mr. Shirley.** Vote was unanimous.

District II

Salary Change		Christiane Tso	Field Operations Manager
	Range 46	\$40,483.80	
Request authorization to increase Christiane Tso's salary by \$3,000.00 to \$43,483.80. Funding will be paid through H.U.R.F.			
Salary Change		Kirk Arviso	Administrative Coordinator
	Range 38	\$33,888.84	
Request authorization to increase Kirk Arviso's salary by \$3,000.00 to \$36,888.84 Funding will be paid through H.U.R.F.			

Mr. Weller moved to approve as presented, seconded by Mr. Shirley. Mr. Weller stated that these increases are unprecedented and he looks at them as merit increases and he thinks it would behoove the department heads to discuss why such a significant raise is being proposed and he is presently opposed to burdening the taxpayers with the overall increase to the employees but he does believe in merit increases and taking care of those who are performing well. Mr. White provided an overview of the reason for his increases for staff, that it was based on additional duties and job performance evaluations he conducts. Vote was unanimous.

District III

Position Creation	New Position	Roads Manager (Dist III)
	Range 59	\$54,441.00

Request authorization to create this position on table 3 and to hire at the beginning of the range. Funding will be paid through H.U.R.F.

Position Conversion	Vacancy	Road Worker III (St. Johns Yard)
	Range 34	\$29,365.00

Request authorization to convert the currently vacant Road Worker III to a Crusher Operator III (range 34). Funding will be paid through H.U.R.F.

Position Conversion	Vacancy	Equipment Mechanic II (R.V. Yard)
	Range 29	\$25,954.00

Request authorization to convert the currently vacant Equipment Mechanic II to a Road Worker III (range 34). This action will result in a cost of \$3,411.00. Funding will be paid through H.U.R.F.

Mr. Weller moved to approve as presented. Mr. Shirley asked what the Road Manager would be for. Mr. Wengert stated that this new position would be a planner working for District III for projects and the position required a graduate civil engineer and would be working on complex projects in District III like bridges and new asphalt. Human Resources Director Karen Houston stated that this position would work under County Engineer Ferrin Crosby but would have direct communication with Supervisor Weller. Mr. Weller stated that he has been in significant communication with Mr. Crosby about how we are going to improve the focus on quality and efficiency in District III with the 3 road yards and the significant amount of roads that are there and Mr. Crosby has done a very commendable job in communicating with him on concern he has had but that is pulling Mr. Crosby away from his primary duty of representing the entire county within Districts I and II as well. Mr. Weller stated that it was his and Mr. Crosby's combined opinion that to best be able to improve the efficiencies which definitely need to be improved in District III, and to manage the quality of work where we can, that we would need an oversight person. Mr. Weller stated that he compares this position to the District I position that was recently given a great increase in salary to deal with the overall aspects of the county road issues in that district. **Mr. Shirley seconded the motion.** Vote was unanimous.

Attorney

Salary Change

Brian Hounshell

Investigator

Range 46 \$41,288.00

Request authorization to increase Brian Hounshell's salary by \$8,078.00 to \$49,366.00 per year.
Funding will be paid through non-general fund monies.

County Attorney Whiting recommended approval as presented. **Mr. Shirley moved approval.** A discussion was held regarding an overview of the position. Mr. Whiting stated that Mr. Hounshell has taken on additional duties. Mr. Weller stated that this is not general fund money being used but is coming from the county attorney's budget and he has noticed that this is one budget that has gone over and we need to be concerned with the money we spend everywhere. Mr. Weller stated that he believes a 20% increase is out of the ordinary and cannot support such an increase but for a merit recognition, he would support a \$2,000 increase. Mr. Whiting responded that in regard to his budget, at the end of the year there are some other funds that can reimburse the general fund so he does not go over budget and this increase would be utilizing non-general fund money so it would not impact the general fund anyway. Mr. Weller commented that he believes he just heard the County Attorney say he would help alleviate the general fund burden by recognizing a \$10,000 payment to the general fund from this point forward if we give this raise. Mr. Whiting responded that as long as this individual is with his office, the increase in his actual salary would not come from the general fund; if Mr. Hounshell leaves, it would go back to general fund money. Mr. Weller stated that he believes this is an exorbitant amount of money for an increase and would not support an \$8,000 increase. **Mr. White seconded the motion.** Motion passed 2-1 with Mr. Weller voting nay.

Assessor

Position Authorization New Position Appraiser Apprentice
Range 22 \$21,835.00

Request authorization to hire an Appraiser Apprentice at the beginning of the range.

Mr. Wengert recommended approval as resented. **Mr. Weller made the motion to approve, seconded by Mr. Shirley.** Vote was unanimous.

Treasurer

Position Authorization New Position Senior Accountant
Range 52 \$45,799.00

Request authorization to hire John Smith in this position at 32 hours per week at a salary of \$22.02 per hour.

Position Conversion New Funding Client Service Rep II
Range 24 \$22,940.00

Request authorization to hire create and hire a Client Service Rep II at the beginning of the range. Funding available with Accountant position elimination.

Position Elimination Funding Use Elsewhere Accountant

Range 49 \$42,529.00

Request authorization to eliminate the currently vacant Accountant position and use the funding for the two new positions. Mr. Wengert recommended approval as presented. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Human Resources

Salary Change Sandi Pigg P/T Administrative Assistant
IRange 22 \$10,917.50

Request authorization to increase Sandi Pigg's salary by \$545.88 to \$11,463.37. Funding will be through general fund monies. Karen Houston, Human Resources Director requested approval as presented and outlined the reasons for the increase. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Information Technology

Position Authorization New Position Network Administrator I
Range 50 \$43,593.00

Request authorization to hire a Network Administrator at the beginning of the range. Vote was unanimous. Mr. Wengert presented the request as presented and this position will be shared between the Assessor's & Treasurer's Office to assist with the new software and the employee will be supervised by IT. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Building & Maintenance

Salary Change R.D. Stradling Director
Range 50 \$48,550.89

Request authorization to increase R.D. Stradling's salary by \$2,427.55 to \$50,978.43. Funding will be through general fund monies. Mr. Wengert requested approval of the item as presented and outlined the reasons for this increase. **Mr. Shirley moved approval seconded by Mr. Weller,** Vote was unanimous.

Finance

Salary Change Ryan Patterson Director
Range 68 \$76,284.78

Request authorization to increase Ryan Patterson's salary by \$3,814.23 to \$80,099.02. Funding will be through general fund monies. Mr. Wengert requested approval of the item as presented and outlined the reasons for this increase. **Mr. Shirley moved approval seconded by Mr. Weller,** Vote was unanimous.

Sheriff

Position Creation New Position Equipment Specialist
Range 30 \$26,603.00

Request authorization to create this position on table 3 and to hire at the beginning of the range.

Salary Change Brannon Eagar Chief Deputy
Range 63 \$67,137.73

Request authorization to increase Brannon Eagar's salary by \$4,000.00 to \$71,137.73. Funding will be through general fund monies.

Salary Change Webb Hogle Commander
Range 56 \$51,059.54

Request authorization to increase Webb Hogle's salary by \$4,000.00 to \$55,059.54. Funding will be through general fund monies.

Salary Change Roscoe Herrera Commander
Range 56 \$51,059.54

Request authorization to increase Roscoe Herrera's salary by \$4,000.00 to \$55,059.54. Funding will be through general fund monies.

Salary Change Lance Spivy Commander
Range 56 \$50,554.00

Request authorization to increase Lance Spivey's salary by \$4,000.00 to \$54,554.00. Funding will be through JAG monies.

Sheriff/Jail District

Salary Change Michael Cirivello Commander
Range 56 \$50,554.00

Request authorization to increase Michael Cirivello's salary by \$4,000.00 to \$54,554.00. Funding will be through Jail District monies.

Position Authorization Switch Positions Dispatch Supervisor
Range 47 \$40,480.00

Request authorization to activate the Dispatch Supervisor position on table 3 and to hire at the beginning of the range. This action will eliminate an existing vacant Dispatcher position. This action will result in an additional cost of \$13,877.00.

Position Authorization Switch Positions Detention Sergeant (Admin)
Range 39 \$33,224.00

Request authorization to create an Administrative Detention Sergeant position and to hire at the beginning of the range. This action will eliminate the existing vacant Detention Lt. position. The action will result in a savings of \$12,575.00.

Position Authorization Switch Positions Facilities & Const Worker I
Range 20 \$20,782.00

Request authorization to create a Facilities & Construction Worker I position and to hire at the beginning of the range. This action will eliminate one existing vacant Detention Officer position. This action will result in a savings of \$5,821.00.

Sheriff Dedman presented the requests for the Sheriff's Office and Jail and outlined the reasons for the increases. A discussion was held regarding the cost of living and merit raises. Mr. Whiting stated that he concurs; this is a justified increase for the Commanders. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Health District

Promotion	Diane Samarin	Clinical Svc Div Mgr
Range 56	\$50,554.00	

Request authorization to promote Diane Samarin to Director or Nursing at a range 58 and increase salary by \$2,559.00 to \$53,113.00.

Chris Sexton, health Director, presented approval of the request as presented and outlined the reasons for the increase. **Mr. Shirley** made the motion to approve the Library, Probation, School Consortium, Puerco and Round Valley Justice Courts as one item. **Mr. Weller seconded the motion.** A discussion was held regarding the position in the Round Valley Justice Court.

School Superintendent Barry Williams addressed the School Consortium item and that he thought there was some confusion regarding the position. A discussion was held regarding the Schools Superintendent and the School Consortium positions. Mr. Williams stated that he is short staffed in his office and will be asking the Board for support in the future. Chuck Moter requested that his items for the Probation Department be removed from the agenda and brought back at a future time. Lenora Fulton, County Recorder, requested an additional position in her Departments and requested a Program Coordinator for the street file and asked that the position be added. Chairman White stated that that requested was not on the agenda for consideration today. It was determine that position for the School Consortium was incorrectly presented and was removed. Mr. Williams requested that the items for the School Consortium and the School Superintendent e brought back at another meeting and removed it as presented. **Vote was unanimous to approve the Library, Puerco and Round Valley Justice Courts, and remove the Probation and School Consortium items.**

Library District

Hours Change	Concho Library	PT Library Specialist I
Range 16	\$ 5,648.39	

Request authorization to increase the weekly hours worked from 12 to 19. This will result in an annual cost increase of \$3,294.20.

Hours Change	Sanders Library	PT Library Specialist I
Range 16	\$ 7,531.19	

Request authorization to increase the weekly hours worked from 16 to 19. This will result in an annual cost increase of \$1,412.10.

Probation Services

WHEREAS, Arizona and the other western states are still waiting for the federal government to honor to them the same promise it made and kept with all states east of Colorado; and

WHEREAS, states like Illinois, Missouri, Indiana, Florida, Louisiana, Arkansas, Alabama, Mississippi were once as much as 90% federally controlled for decades; and

WHEREAS, these “western states” (as they called themselves at the time) succeeded in compelling the federal government to transfer their public lands because they understood the historical duty of the federal government to dispose of the same, and they banded together and refused to be silent or take “No” for an answer because federally controlled public lands prevented them from (i) generating tax revenues to educate their children, (ii) growing their economies, (iii) caring for their lands, and (iv) responsibly utilizing their abundant natural resources. (See, www.AmericanLandsCouncil.org for more information); and

WHEREAS, despite the fact that the promise is the same to dispose of the public lands upon being admitted as states, states east of Colorado have less than 5% federally controlled lands, while the Western States (excluding Hawaii) have more than 50% federally controlled lands; and

WHEREAS, in the current western states, excluding Hawaii, the federal government controls nearly 75% of our lands and 86% of Apache County; and

WHEREAS, in 1976, Congress changed its “policy” regarding our public lands (Federal Lands Policy Management Act, or FLPMA) to retain public lands in federal ownership – ignoring the 200-year-old obligation of Congress to transfer title to our public lands;¹ and

WHEREAS, this “policy” change by Congress has failed western communities and schools, forest health, wildlife preservation, watershed management, and jobs and the economy, both locally and nationally; and

WHEREAS, withdrawals of public lands from use and economic activity, through such federal action as monuments and wilderness designations, constricts the value of School Trust Lands and reduces the funds available for educating our children; and

WHEREAS, state and local government officials have a crucial responsibility derived from the 10th Amendment to the U.S. Constitution, to manage our abundant lands and resources strategically and prudently for the health, safety and welfare of our citizens; and

¹ See, *A Legal Overview of Utah’s H.B. 148 – Transfer of Public Lands Act* by Professor Donald Kochan,
<http://americanlandscouncil.org/downloads/Kochan%20Utah%20Public%20Lands%20WP.pdf>

WHEREAS, in the 2012 session, the Utah House and Senate passed by supermajorities the Transfer of Public Lands Act and Joint Resolution on Federal Transfer of Public to establish the framework and a deadline for the orderly transfer of federal public lands to the State of Utah; and

WHEREAS, under the Transfer of Public Lands, federal public lands will become state public lands to be managed through local planning for the multiple-use (including traditional uses like hunting, fishing, recreation, grazing, open space, economic activity, etc.) and the sustained yield of our abundant natural resources on state public lands; and

WHEREAS, the Transfer of Public Lands would not be used in any way that would change or effect preexisting water rights, grazing allotments, National Parks, Tribal Lands, Tribal Reserved Lands, and adjudicated water rights.

WHEREAS, the Transfer of Public Lands Act has received broad support from the governors, state attorneys general, state legislators, members of many Western congressional delegations, multiple counties, and other public officials, and private individuals and organizations throughout the western states and beyond (even the South Carolina House of Representatives passed a resolution in support of the transfer of public lands to willing western states); and

WHEREAS, the implementation of the Transfer of Public Lands Act will require the persistent and relentless efforts of counties and their citizens, giving guidance, encouragement and support to governor, attorneys general, legislatures along with the unwavering support of local governments and public and private individuals and organizations.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF APACHE COUNTY wholeheartedly supports the passage of the Transfer of Public Lands Act in all states of the union, in order to hold the federal government to its long-overdue promise to transfer title to public lands to the State, to protect the State's public education system and economic vitality, and to preserve the important historical and cultural contribution that our public lands provide to the State and the nation.

BE IT FURTHER RESOLVED THAT the Board of Supervisors of Apache County calls upon its fellow towns, cities, and counties to do all in their power and influence to support western states elected officials, including particularly the governor, attorney general, legislature, congressional delegation and county commissioners to exert their utmost abilities, influence and authority to fully implement the Transfer of Public Lands Act and secure the transfer of our public lands to the State, with time being of the essence.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2013.

/s/ Tom M. White, Jr.
Chairman

ATTEST:

/s/ Delwin Wengert
Clerk of the Board

Mr. Wengert presented the consent items A-J. **Mr. Shirley moved approval, seconded by Mr. Weller.** County Manager/Clerk of the Board: A. Request approval of minutes dated June 4, 2013. B. Request approval of demands dated June 4, to June 18, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount APACHE COUNTY MEDICAL 141,956.00 APACHE COUNTY TAX WITHHOLDING 128,416.80 AZ STATE RETIREMENT SYSTEM 78,081.73 COLONIAL LIFE AND ACCIDENT INS 1,074.63 CORRECTIONS OFFICER RET PLAN 7,888.07 CORRECTIONS OFFICER RETIREMENT PLAN 520 3,944.42 MERITAIN HEALTH FLEXIBLE SPENDING 1,212.57 MUTUAL OF OMAHA 1,164.33 NATIONWIDE 1,515.00 PUBLIC SAFETY PERSONNEL 401 12,135.07 PUBLIC SAFETY SHERIFF RET 25,192.86 SECURITY BENEFIT GROUP 1,796.00 SUPPORT PAYMENT CLEARINGHOUSE 2,276.71 TRINITY SERVICES GROUP INC 18,537.27 BANK OF THE WEST 2,189.06 CCS PRESENTATION SYSTEMS 12,901.80 CEDAR GROVE WATER CO 1,448.92 DEBY FOUT 1,125.00 DELL COMPUTER CORPORATION 3,159.02 EMTAP ENTERPRISES 1,921.13 FRONTIER 8,965.69 GMCO CORPORATION 5,788.98 GREEN AND BAKER 10,436.41 HILLYARD INC 2,686.49 HUGHES SUPPLY INC (LAKESIDE) 1,721.31 LOWES HOME CENTERS INC 5,098.30 MOORE MEDICAL LLC 1,888.06 MOUNTAIN COMFORT HEATING AND COOLING 1,027.32 NAVAJO TRIBAL UTILITY AUTHORITY 1,128.63 NAVOPACHE ELECTRIC COOPERATIVE 1,635.99 PITNEY BOWES 2,860.01 PLATT, MARCOR B 5,000.00 PROQUEST LLC 7,375.00 SHOW LOW FORD INC 5,291.80 SMITH, JOHN R 2,835.00 SUMMIT HEALTHCARE ASSOCIATION INC 2,618.62 TASER INTERNATIONAL INC 1,227.75 VERITAS RESEARCH CONSULTING 1,260.00 VERIZON WIRELESS 1,484.31 WESTERN DRUG COMPANY 4,184.80 YOUNGS FUTURE TIRE 5,722.71 AZ DEPT OF REVENUE 1,250.63 AZLGEBT 274,891.62 ARIZONA YOUTH PARTNERSHIP 6,250.00 ASSURED IMAGING WOMEN WELLNESS OF SOUTHERN AZ 1,256.90 AZ DEPT OF RISK MANAGEMENT 1,908.72 BEGAYE, ASA 3,156.06 BIG MIKES RENTAL SALES AND SERVICE 3,607.44 BILLS DISCOUNT AUTO PARTS (NAPA) 1,656.84 BRADCO 39,744.78 BUTLER'S OFFICE EQUIPMENT & SUPPLY INC 1,792.41 CDW GOVERNMENT LLC 2,397.73 COUNTRY MOUNTAIN AIRWAVES LLC 2,199.12 CREATIVE MULTIMEDIA INC (CMI) 11,455.00 DELL COMPUTER CORPORATION 2,011.96 DIAMOND DRUGS INC 5,359.05 EMPIRE MACHINERY 2,195.62 FLYNN, LARRY A 9,300.00 FRANK'S SUPPLY CO INC 1,108.35 GALLUP TRUCK SERVICE 1,074.04 GOLIGHTLY TIRE 5,223.25 HI TECH WINDSHIELD & GLASS CO 1,107.78 HILLYARD INC 3,103.79 HORNE AUTO CENTER INC 24,500.00 HUBBELL, ROCHELLE 1,500.00 INLAND KENWORTH INC (PHX) 2,028.05 KATHLEEN M MCGUIRE PSY D LLC 2,017.50 KWKM POWER 95.7 1,170.96 LAW OFFICES OF MATTHEW L RIGG 1,314.50 LIBERTY FENCE AND SUPPLY 3,594.65 MERITAIN HEALTH FLEXIBLE SPENDING 5,000.00 NACOG 10,525.00 NAVOPACHE ELECTRIC COOPERATIVE 8,558.63 OFFICE FURNITURE COM LLC 1,486.08 PROFORCE LAW ENFORCEMENT 4,522.89 QUILL CORP 3,503.85 RDO EQUIPMENT CO 1,093.22 SCHIFF, LAURENCE 1,300.00 SIERRA PROPANE

1,393.04 SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE 4,125.00 THE AARONS COMPANY LLC 3,000.00 TOM GROWNEY EQUIPMENT 1,519.81 WHITE MOUNTAIN PUBLISHING CO 1,046.46 WHITING, MICHAEL B 1,928.72 WOODLAND BUILDING CENTER 1,171.88 DALEY, STEVE 3,150.00 FRONTIER 1,439.02 FRONTIER 1,070.50 NAVOPACHE ELECTRIC COOPERATIVE 2,740.74 OFFICE OF THE AUDITOR GENERAL 6,500.00 RESERVE ACCOUNT 5,000.00 RIBOTTA, JOHN J 2,520.00 ST JOHNS CITY 1,780.13 US POSTMASTER 2,165.00 WOODLAND BUILDING CENTER 1,848.99C. District III: Request approval to provide \$784.66 to the Nahata Dziil Senior Center for food related items, utilizing District III funds. **Personnel Items:** D. Recorder's Office: Request authorization to extend three part time (19 hour) temporary employees: Tracy Candelaria, Administrative Assistant II Mae Clark, Administrative Assistant II, and Betty Coplan, Clerk, all for an additional 180 days, utilizing the Recorder's Surcharge fund. E. District I: Request authorization to remove Patrick Sandoval from probationary status effective July 2, 2013 with the 2.5% end of probation increase. F. District I: Request authorization to convert the Civil Engineering Technician II (range 42) to a Civil Engineering Aide II (range 29). This action will result in a cost savings of \$9,824. G. District II: Request authorization to hire a temporary Operations Manager (Range 42) at \$17.20 per hour for a period not to exceed 90 days. H. District II: Request authorization to hire a temporary Road Worker II (range 26) \$11.58 per hour for a period not to exceed 90 days, utilizing HURF monies. **Community Development:** I. Request approval of a request to waive the permit fee for a temporary Use Permit for Greer Civic Association, a non-profit organization to hold Greer Days, an annual community event in Greer, June 14-16, 2013. **Probation Services:** J. Request approval of appointment of Ryan Patterson, Director of Finance as the chief Fiscal Officer for both the Adult and Juvenile Divisions in accordance with the AZ Code of Judicial Administration, Part 6 Probation, Sections 6-206 & 6 301. Vote was unanimous.

Mr. Wengert on behalf of the Engineering Department requested the item to continue Intergovernmental Agreement with the Arizona Department of Water Resources (ADWR) for water gauges used in the flood warning system project, a two year extension at a cost of \$12,000 be removed from the agenda. Chairman White removed the item.

Mr. Wengert, on behalf of the Engineering Department, requested approval of a contract addendum and change order with Creative Multimedia Inc., for the parcel map project in the amount of \$80,000 through June 30, 2014. **Mr. Shirley moved approval.** A discussion was held regarding the percentage of work still needed and how close was the end of the project. **Mr. Weller seconded the motion.** Vote was unanimous.

Amanda McComb, Chief Deputy Treasurer, requested approval of addendum to the Point and Pay E-Payment Services Agreement that was signed on December, 2011, at no cost to the County. Ms. McComb stated that this will assist the taxpayers and allow them to make payments over the counter in the office. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Chuck Moter, Probation Director, requested approval to provide \$3,157 in matching funds for an ongoing Family Counseling Grant and the State of Arizona will disburse \$12,629 in monies for a total of \$15,786. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote

was unanimous.

Lenora Johnson, County Recorder requested approval to adjust the salary of Voter Outreach Project Coordinator Oliver Arviso from \$14.47 to \$15.86 per hour, retroactive to his hire date of June 4, 2013. Ms. Johnson stated that this request is made as a consequence of his past supervisory and managerial experience while in the military. **Mr. Weller moved approval, seconded by Mr. Shirley .** Vote was unanimous.

Mr. Wengert presented the request for approval of a contract and appointment of Howard "Chuck" Johnson as the Board of Equalization Hearing Officer effective July 1, 2013 to June 30, 2015.

Ernie Tomlinson, a resident of Vernon, expressed his opposition to using Mr. Johnson, Mr. Tomlinson stated that Mr. Johnson does not provide a fair and impartial environment for Taxpayers and would like to see the Board of Supervisors sit as the Board of Equalization.

Kim Beneli, a resident of Concho, stated that Mr. Johnson is less than respectful and was not consistent in what he required from the taxpayers. Ms. Beneli asked if the county advertised for this position and if so were there other applicants. Ms. Beneli stated that this Board of Supervisors is an improvement from the last Board and thanked Mr. Weller for the changes that she is seeing.

Donald Maxwell, a resident of Vernon, expressed his displeasure with Mr. Johnson and that Mr. Johnson was no more fair than the Assessor's office and they are making it impossible for the taxpayer to get a fair hearing. Mr. Maxwell stated that Mr. Johnson's rulings were inconsistent and bias against the property owners and asked that the Board not hire Mr. Johnson.

Susan Maxwell, a resident of Vernon, asked that the Board not hire Mr. Johnson again and the Board sit as the Board of Equalization. Ms. Maxwell stated that a Mr. Luna, a Hispanic man and When Mr. Luna spoke, Mr. Johnson talked down to him and would not listen to him and Mr. Luna lost the appeal. Ms. Maxwell stated that Mr. Johnson is impatient with taxpayers and does not take time to listen and shuts them down from speaking and generally rules for the Assessor's Office.

Elaine Salmi, a resident of Vernon, stated that Mr. Johnson is not keeping up with the Department of Revenue regulation and guidelines and using a hearing officer is a conflict of interest since the person is paid by the County.

Nicholas Scienski, a resident of Vernon, Arizona encouraged the Board to use a local individual to sit as the hearing officer so that they are more familiar with this area.

Mr. Weller asked if Mr. Johnson was present or anyone in support of Mr. Johnson. Mr. Wengert responded that Mr. Johnson was attending the mandatory training in Tucson this week. **Mr. Weller made the motion to disapprove the contract and take this on as a Board to stay closer to the issue and to learn what is going on and will be dedicated to attending the hearings. Hearing no second, the motion died.** A discussion was held regarding the issues

raised by the taxpayers. Mr. Shirley stated that this issue could be postponed to a later meeting and he would like to see the resume of Mr. Johnson and if he has time to come before the Board to ask him some questions. Mr. Shirley stated that he does not want the Board to sit as the Board of Equalization and that using professional services does not have to go out to bid but that does not preclude advertising so he would like to see the position advertised in the local paper to see if there are any other qualified applicants in the area. Chairman White agreed with Mr. Shirley that the Board not hear the appeals and use a hearing officer. Mr. White stated that since the item died for lack of a second, it would be addressed at a later time and that it did need to be advertised and see if we get someone else who is local so that per diem could be saved. Mr. Weller stated that he hoped Mr. Johnson came and addressed the Board and gave some feedback on the issues raised and requested to also to look at resumes and reference of the potential hearing officer.

Mr. White provided notification of a Special Seminar and Symposium on predatory animals on June 28, 2013 at 6:00 p.m. at the American Legion Hall, 825 East Main Street, Springerville, Arizona. No action was needed or taken.

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

Approved this 2nd day of July, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board


BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature:



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 07/02/13 Signature: Supervisor Tom White (telephonic)

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

Request authorization to hire a temporary Facilities and Construction Worker III at \$14.11 per hour for a period of 30 days.

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 07/02/13 Signature: Supervisor Tom White (telephonic)

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

Request authorization to remove Mary J. Wilson from Probationary Status effective 05/06/2013 with a 2.5% end of Probation increase.

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: DISTRICT II

Date: 06/24/13

Signature: _____

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

District II request authorization to create a temporary Equipment Mechanic III for 60 days and fill vacancy.

*12.47 per hour
per Glenn*

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

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 6/11/13 Angela C. Romero

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

Election Department: consideration and possible authorization to cancel the Special District Election for the Ganado Fire District and appoint the following persons to fill the positions:

Four Year Term: Deborah Lynn Cayedito, LaVerne Joe and Charlie Taliman

Two Year Term: Stenson D. Wauneka and Lela Sangster

BOS Meeting Date Requested 7/2/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: Reviewed by Joe Young, County Attorney.

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 OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance Department

Date/Signature: [Signature]

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

Request approval of the Arizona Openbooks Interagency Service Agreement. This will allow online data search for expenditures.

_____ 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: _____

_____ Signature Clerk of Board _____

ARIZONA OPENBOOKS INTERAGENCY SERVICE AGREEMENT

Janice K. Brewer
Governor



Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION
GENERAL ACCOUNTING OFFICE
100 NORTH FIFTEENTH AVENUE • SUITE 302
PHOENIX, ARIZONA 85007

ADOA-GAO OPENBOOKS INTERAGENCY SERVICE AGREEMENT Number

In accordance with Arizona Revised Statutes, Sections (A.R.S. §§) 41-703 and 41-711, this Agreement is entered into by and between **Apache County**, a **Local Governmental** body (hereinafter referred to as "**LOCAL GOVERNMENT**"), and the **Arizona Department of Administration, General Accounting Office** (hereinafter referred to as "**ADOA-GAO**"), governing the hosting and publication of **LOCAL GOVERNMENT** data on **ADOA-GAO**'s website established under A.R.S. § 41-725 and called OpenBooks.az.gov, Arizona's official financial transparency web site hereinafter "**OPENBOOKS**"), and shall be effective as indicated in Section 1 - Term of Agreement.

1. Term of Agreement

This Agreement shall be effective upon **the date the last party signs this Agreement through December 31, 2017**. This Agreement may be terminated in accordance with Section 4.

2. Scope of Services

The **LOCAL GOVERNMENT** is requesting that **ADOA-GAO** provide **LOCAL GOVERNMENT** data hosting, publication and support services (**SERVICES**) in connection with the **LOCAL GOVERNMENT** having its financial data published on **OPENBOOKS** managed by **ADOA-GAO**.

To effectively provide these **SERVICES** both **ADOA-GAO** and the **LOCAL GOVERNMENT** agree to perform their respective responsibilities set forth in **SCHEDULE A** attached to this agreement.

3. Fees

LOCAL GOVERNMENT shall pay **ADOA-GAO** an **INITIAL SETUP FEE** of two thousand dollars (\$2,000) in advance of the first calendar year of **SERVICES** and an **ANNUAL FEE FOR OPERATING COSTS** for each calendar year **SERVICES** are to be provided. The **ANNUAL FEE FOR OPERATING COSTS** for the calendar year ending

GAOISA Number

December 31, 2013, is three thousand dollars (\$3,000), payable in advance. Each subsequent year's **ANNUAL FEE FOR OPERATING COSTS**, also payable in advance, shall be in the amount communicated by **ADOA-GAO** to the **LOCAL GOVERNMENT** by way of an Amendment **not later than ninety (90) days before the beginning of the year to which it applies.**

4. Termination

Either party may terminate this Agreement upon sixty (60) calendar days written notice to the other party. If the termination is initiated by **ADOA-GAO**, **ADOA-GAO** shall refund to the **LOCAL GOVERNMENT** any unamortized **ANNUAL FEE FOR OPERATING COSTS** at the time the termination becomes effective. If the termination is initiated by the **LOCAL GOVERNMENT**, no refund shall be forthcoming.

If a termination is initiated by the **LOCAL GOVERNMENT** and, with the prior consent of the **LOCAL GOVERNMENT**, the **ADOA-GAO** has acquired capital equipment or resources necessary to fulfill the **ADOA-GAO's** responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services, the **LOCAL GOVERNMENT** shall be responsible to reimburse the **ADOA-GAO** for any unamortized or unrecovered costs on or before the date the contract is terminated.

This agreement may be terminated by either party in accordance with A.R.S. § 38-511.

5. Force Majeure

- (a) Either party shall be excused for delay or failure to perform its obligations under this Agreement, in whole or in part, when and to the extent that such delay or failure is a result of causes beyond the control and without the fault or negligence of the party unable to perform. Such causes include, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, or embargoes.
- (b) The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof.
- (c) It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute and that the inability of **ADOA-GAO** or its Subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

6. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to

GAOISA Number

as "**CLAIMS**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such **CLAIMS**, which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. Confidentiality

- (a) A.R.S. § 41-725, which is incorporated by reference, defines certain information as confidential and not to be released to the public by way of publication on **OPENBOOKS**. By virtue of this Agreement, **ADOA-GAO** and **LOCAL GOVERNMENT**, their employees, and agents may have access to certain confidential and/or proprietary information of the other party, as defined below. **ADOA-GAO** and **LOCAL GOVERNMENT** agree to use Confidential Information received from the other Party only as expressly permitted in the Agreement and in furtherance of the purposes expressed in the Agreement. Neither **ADOA-GAO** nor **LOCAL GOVERNMENT** will disclose to any third party the other party's Confidential Information, in whole or in part, except as otherwise herein provided.
- (b) **LOCAL GOVERNMENT** may provide, intentionally or otherwise, confidential data as described in A.R.S. § 41-725, the Health Insurance Portability and Accountability Act or other relevant federal or state laws or local ordinances, ostensibly for posting on **OPENBOOKS**. **ADOA-GAO** is not responsible for reviewing **LOCAL GOVERNMENT** data for confidentiality purposes and is held harmless by **LOCAL GOVERNMENT** for any damages arising from **ADOA-GAO**'s posting such confidential information on **OPENBOOKS**.

8. Limitation of Liability

ADOA-GAO shall under no circumstances be liable for:

- (a) Posting or displaying on **OPENBOOKS** confidential, sensitive, incorrect, inaccurate, misleading, libelous, pejorative information provided by **LOCAL GOVERNMENT**.
- (b) Providing access in response to the **LOCAL GOVERNMENT**'s direction to any Entity Administrator or Entity User.
- (c) Failure to revoke access to any Entity Administrator or Entity User at the request of the **LOCAL GOVERNMENT** provided that the revocation is effected within three (3) business days.

9. Miscellaneous

It is mutually agreed by the parties that:

- (a) In the event of a dispute, the parties agree to use arbitration to the extent

GAOISA Number

required by A.R.S. § 12-1518. The laws of the State of Arizona shall govern any interpretation of this Agreement and venue shall be in Maricopa County, Arizona.

- (b) This Agreement shall be governed and interpreted by the laws of the State of Arizona. Purchases made in furtherance of this Agreement are subject to the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (AAC R2-7-101, et seq.).
- (c) Any amendments to this Agreement must be in writing and signed by both parties.
- (d) All requests for additional services shall be in writing and signed by both parties and subject to current established **ADOA-GAO** billing rates.
- (e) Additional capital equipment or other resources to be acquired by the **ADOA-GAO** to fulfill its responsibilities to the **LOCAL GOVERNMENT** as set forth in the Scope of Services and for which the **LOCAL GOVERNMENT** may be required to reimburse the **ADOA-GAO** shall be agreed to in writing by the **LOCAL GOVERNMENT**.
- (f) **ADOA-GAO** reserves the right, at its sole reasonable discretion, to deny access as Entity Administrator or Entity User.
- (g) This agreement is subject to the provisions of A.R.S. § 38-511.
- (h) The parties to this agreement certify compliance with the requirements in A.R.S. §§ 35-391.06 and 35-393.06.
- (i) All notices pertaining to this Agreement shall be addressed or faxed to the parties respectively as follows:

ADOA-GAO:	
Arizona Department of Administration General Accounting Office (GAO) 100 N. 15th Avenue, Suite 302 Phoenix, AZ 85007	ATTN: Jennifer Verhelst Systems Support & Projects Manager Phone Number: 602-542-6227 Email: jennifer.verhelst@azdoa.gov
LOCAL GOVERNMENT:	
Apache County Finance Department PO Box 428 St Johns, AZ, 85936	ATTN: Ryan Patterson Finance Director Phone Number: 928-337-7634 Email: rpatterson@co.apache.az.us

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING BETWEEN THE PARTIES, AND IT SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER DOCUMENTS OR COMMUNICATIONS BETWEEN THE PARTIES RELATIVE TO THE SUBJECT MATTER HEREIN COVERED, UNLESS SUCH DOCUMENTS OR COMMUNICATIONS ARE SPECIFICALLY INCLUDED BY REFERENCE.

IN WITNESS WHEREOF, the parties have executed this Agreement:

LOCAL GOVERNMENT:

Apache County

By: _____
Tom M. White Jr.

ADOA:

Arizona Department of Administration

By: _____
Brian C. McNeil, Director

Date: _____

Date: _____

Print ISA

SERVICE AGREEMENT GAOISA Number

Between the Arizona Department of Administration General Accounting Office
And LOCAL GOVERNMENT

SCHEDULE A

Roles and Responsibilities

The respective roles of ADOA-GAO and a LOCAL GOVERNMENT related to that service are outlined in the section below.

ADOA-GAO Responsibilities:

- Provide consultation with the LOCAL GOVERNMENT project team member concerning the requirements of the A.R.S. § 42-725, confidentiality issues, file layout and overall process.
- Provide main point of contact for all communications related to the project.
- Prepare and provide LOCAL GOVERNMENT timely written notice of any ISA ADDENDUM.
- Confirm and communicate schedules.
- Notify the appropriate contacts of issues that require resolution.
- Coordinate the change process.
- Oversee content and maintenance of the OpenBooks.az.gov website (PROD).
- Provide an LOCAL GOVERNMENT User Guide on the use of the Administrative Tool and the Secure Account Service (SAS) Login Utility.
- Define LOCAL GOVERNMENT's system roles (Entity Administrator and Entity User).
- Authorize and maintain LOCAL GOVERNMENT's access to the system via SAS.
- Evaluate and grant or deny LOCAL GOVERNMENT requests for access to or roles in OPENBOOKS; activate and deactivate accounts.
- Provide and maintain technological infrastructure.
- Host and maintain Transparency Application Databases containing the State of Arizona and LOCAL GOVERNMENT data.
- Provide diagnosis of and initialize efforts to correct issues/problems with OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website and technology infrastructure within three (3) business days of the discovery of such problems.
- Maintain two Transparency Application databases (PROD and TEST).
- Delete LOCAL GOVERNMENT incorrect postings within three (3) business days of receiving notification by email from LOCAL GOVERNMENT.
- Comply with all laws, statutes, ordinances, rules and regulations applicable to any Arizona State government body or authority;
- Diligently complete SERVICES.

ADOA-GAO Does NOT Have the Responsibility to:

- Defend LOCAL GOVERNMENT's compliance with A.R.S. § 41-725 subsections (C) through (E).
- Respond to the LOCAL GOVERNMENT's constituency about the LOCAL GOVERNMENT's data or the use of OPENBOOKS.

SCHEDULE A (Continued on Next Page)

SERVICE AGREEMENT GAOISA Number

SCHEDULE A (Continued from Preceding Page)

LOCAL GOVERNMENT Responsibilities:

- Provide ADOA-GAO with required information for posting to OPENBOOKS in accordance with A.R.S. § 41-725 subsections (C) through (E).
- Accept and properly execute the ISA and any annual ADDENDUM or Amendment prepared by ADOA-GAO in a timely manner, but no more than ninety (90) days.
- The LOCAL GOVERNMENT chief executive officer shall designate, using the processes and forms prescribed by ADOA-GAO, one or more Entity Administrators.
- The Entity Administrator shall designate, using the processes and from prescribed by the ADOA-GAO, one or more Entity Users.
- The LOCAL GOVERNMENT Entity Administrator(s) and User(s) shall be authorized to interface and liaise with ADOA-GAO personnel.
- Obtain administrative login access via SAS.
- Request and maintain authorized user roles for Entity Administrator and Entity User.
- Notify ADOA-GAO of any Administrator or User changes within 48 hours of such changes.
- Adhere to the data specification (file layout).
- Adhere to the guidance in the LOCAL GOVERNMENT User Guide.
- Adhere to State of Arizona Security requirements.
- Review data to assure compliance with confidentiality requirements, including those in A.R.S. § 41-725.
- Make payments in accordance the ISA and any Amendments.
- Upload the LOCAL GOVERNMENT data into the system as directed.
- Update and administer content data.
- Take reasonable measures to maintain the timeliness and accuracy of the LOCAL GOVERNMENT data presented on OpenBooks.az.gov.
- Notify ADOA-GAO of any required file deletions as soon as practicable.
- Cooperate with ADOA-GAO in the identification, diagnosis and resolution of issues/problems with the OPENBOOKS software application, Transparency Application Database, OpenBooks.az.gov website, and technology infrastructure.

SCHEDULE A (Remainder of Page Intentionally Left Blank)

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Community Development Department

Date: 06/20/2013 Signature: *H. Milton Ollerton*

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

Consideration and possible approval to move Linda Prentice from Permit Tech to Administrative Coordinator with the regular 5% promotion increase. \$32,887 to \$34,531, an increase of 1,644.

Consideration and possible approval to increase Nephi Hightower, Building Official, a merit of 5% from \$37,590 to \$39,470, an increase of 1,880

Date and/or Time Needed: __ 07/02/13

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

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

BOARD ACTION TAKEN

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

_____ **Signature of Clerk of the Board: _____**



APACHE COUNTY COMMUNITY DEVELOPMENT

P. O. Box 238
St. Johns, Arizona 85936
Phone: (928) 337-7527

MEMORANDUM

TO: BOARD OF SUPERVISORS
FROM: MILTON OLLERTON
SUBJECT: PAY INCREASE
DATE: 6/26/2013
CC: DELWIN WENGERT, KAREN HOUSTON

It is my opportunity to present a change for two employees in the Community Development department. The first, Linda Prentice, has been employed with the County for 18 years. She has worked as a permit tech these many years. With the many changes that began in this department several years ago her responsibilities have increased substantially. She now coordinates the work of other employees, who are keeping up with violations, expiring permits and the software changeover. It is appropriate to change her position to administrative coordinator with the five percent promotion increase. Her salary will change from 32,887 to 34,531, an increase of 1644.

Second, Nephi Hightower came to the County nearly two years ago. He came at a time when there was a lot of change in the Building department. The Building Official and an inspector both retired with a few months of each other creating a big need in the department. Nephi, with 22 years as a contractor having worked on the opposite side of this industry brought knowledge and experience creating a short learning curve and an understanding of the industry. This has proved invaluable as the next Building Official left after nearly a year of service. Nephi was hired at the minimum of the range with no consideration for his years of experience. This five percent increase will only begin to compensate him for what he brings to the table. His salary will change from 37,590 to 39,470, an increase of 1,880.

Finally, the Community Development department has met the requests of the Board to cut over the years. Six years ago, we had a staff of 12 people. We now have a staff of five and a half people. In order to keep an operations budget, we have had to lay-off or have had people retire in order to meet the requested cuts to the budget. In the last two years, we have had four people leave the department whose salaries were at the high range and have rehired two and a half at a lower range. It is that money in the budget that is paying for these raises. The money is in our budget for these increases.

Thank you for your support of this request.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING-DALE HAUSER

Date/Signature: 6/24/13

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

PERMISSION TO AWARD BID # 201310 FOR A WATER TRUCK FOR DISTRICT II, USING DISTRICT II CARRYOVER

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: _____



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Ferrin Crosby Engineering

Date: _____ Signature: *[Signature]*

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

Recommend John Harris, Earl Lund, Bertrum Billy, receive a 5% increase for their roles as the Lead Men in the SJ, RV and Chambers Road Yards respectively & Rafael Lynch

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



*Office of
Apache County Engineer*

P.O. Box 238, St. Johns, AZ 85936

ferosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928.337.7528
Facsimile: 928.337.2062

Honorable Board of Supervisors.

RE: Proposed Pay Increases

Mr. Chairman and members of the Board,

I thank you for the opportunity to present for your consideration and possible approval the following proposed pay increases and justification. The Human Resources director has reviewed and concurred with this proposal and has provided valuable input.

1.

For many years, longer than my tenure with the county, each of our road yards in all three districts has been managed by a Roads Foreman. These foremen take direction from the County Engineer and District Supervisors to manage the day to day operation and maintenance of county roads. In each jurisdiction the foreman is assisted by a classified employee usually a road worker III to act as a "leadman" for the yard. This lead man takes on additional duties to give direction to the crews and oversee all operations in the event the foreman is away from work for any reason. These "leadmen have never been compensated for this added responsibility. This needs to be corrected and this is the reason I am presenting this item before you today.

I recommend that John Harris – St. Johns Road Yard, Earl Lund – Round Valley Road Yard and Bertum Billy - Chambers Road Yard receive a 5% pay increase to correct this problem and ask that the Board instruct the human resources director and myself to research and create a new job description that will serve as the "leadman" classification.

2.

I recommend that Rafael Lynch – Road Foreman in the Chambers Road Yard receive a 5% pay increase.

Rafael was hired nearly 10 years ago and has been a valuable employee. The purpose that I have proposed this pay increase is to narrow the gap between him and the other district III Roads Foremen. Currently Rafael's pay is 23% less than the other two foremen. As you can see this does not bring Rafael completely in line with the other foremen but it does get him closer.

Again thank you for your time and consideration.

If you have any questions please don't hesitate to call me for anything,

Regards,

J. Ferrin Crosby
Apache County Engineer

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 6/20/2013

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

Review and possible approval of revised scope and budget to the Benny Creek Project in Greer using Forest Service funds.

Date & Time Needed: 7/2/2013

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

-----BOARD ACTION TAKEN-----

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-PA-11030121-025	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Apache-Sitgreaves National Forests 30 S. Chiricahua Dr. Springerville, AZ 85938		5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Apache County PO Box 428 St. Johns, AZ 85936		7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Scope and budget revisions to utilize State Forestry Conservation Crews.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input checked="" type="checkbox"/>	Revised Scope of Work
<input checked="" type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. APACHE COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): Tom M. White Jr., Chairman		11.F. NAME (type or print): James E. Zornes	
11.G. TITLE (type or print): Apache Co. Board of Supervisors		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
<p>_____ Larisa Bogardus U.S. Forest Service Grants Management Specialist</p>	



USDA Forest Service

OMB 0596-0217
FS-1500-19

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003)
(Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
 - Change in Performance = updated performance period agreed to.
 - Change in Funding = obligation OR de-obligation amount and new totals.
 - Administrative = change in pay address, administrator address, correcting typing errors, etc.
 - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
8 temp. laborers/pilers	\$864.00	27.87	\$24,077.92
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$24,077.92

Co. Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Co. vehicle, 90 ml. round trip @\$0.445 ml		\$40.05	41.00	\$1,642.05
Co. vehicle, 90 ml. round trip @\$0.445 ml		\$40.05	41.00	\$1,642.05
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel

\$3,284.10

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Equipment **\$0.00**

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Chainsaws	3.67	\$625.00	\$2,291.90
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$2,291.90**

Printing

Standard Calculation

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

\$0.00

Total Printing **\$0.00**

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

FS share of Az State Forestry Conservation Crew \$11,346.08

Total Other **\$11,346.08**

Subtotal Direct Costs	\$41,000.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$41,000.00	\$0.00

Total Coop. Indirect Costs **\$0.00**

TOTAL COST	\$41,000.00
-------------------	--------------------

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazarro, Grants Manager

Date/Signature: 6/18/2013

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

Presentation to the Board highlighting fire prevention treatments in South Fork, Alpine, and Nutrioso. These treatments were completed using Wildland Fire Hazardous Fuels grant funds.

Date & Time Needed: 7/2/2013

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

-----BOARD ACTION TAKEN-----

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

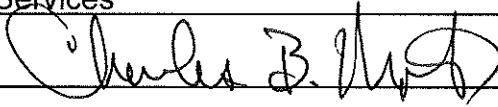
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, organization, or county department)

Apache County Probation Services

Date/Signature:

6/19/13



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

The Juvenile Detention School is requesting approval to accept \$26,392.00 in Title I, Part D funding from the AZ Department of Education for salaries and EREs to be spent from July 1, 2013 through September 30, 2013.

Date & Time Needed:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board



Thomas C. Horne
Attorney General

Office of the Attorney General
State of Arizona

INTERGOVERNMENTAL AGREEMENT DETERMINATION

Attorney General Contract No. KR13-0064 *Apache* which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this 10th Day of June, 2013

THOMAS C. HORNE
The Attorney General

Eryn McCarthy
Assistant Attorney General

KR13 - 0064

Arizona Supreme Court
Administrative Office of the Courts

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
TITLE I FUNDS FOR JUVENILE DETENTION EDUCATION
SERVICES**

Attorney General Contract #KR11 - 0108
Amendment #2

This amends the above described Intergovernmental Agreement dated January 12, 2012 ("IGA") by and between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("AOC"), and Apache County Board of Supervisors through the County School Superintendent ("Superintendent") and the Apache County Superior Court through the Juvenile Court ("Court").

The parties agree the IGA is amended as follows:

1. **Section 1. Purpose.** The AOC has received additional Title I funds of \$309,452.73 from the Arizona Department of Education on behalf of all Arizona counties. The portion of these funds allocated to Apache County is \$26,392.00.
2. **Exhibit A-1 and Exhibit A-2** (Budget Application and Budget Description respectively) are attached hereto and incorporated herein. They amend Exhibits A-1 and A-2 of the underlying IGA.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this IGA Amendment on the date written below.

AOC:

By: David K. Byers
Administrative Director
Arizona Supreme Court

Date

Superior Court of Arizona in and for Apache County:

By: Honorable Donna Grimsley
Presiding Juvenile Court Judge

Date

Superintendent:

By: Dr. Pauline Begay

Date:

Superintendent Counsel:

By:

Date

Board of Supervisors:

By: Chairman

Date:

Board of Supervisors Counsel:

By:

Date:

Exhibit A-1
FY13 Budget Application TITLE I ADDITIONAL FUNDS

Public Educational Agency (PEA) Arizona Supreme Court	County	APACHE		Name	Phone	Line Item Totals
		Function Code	Object Code			
Current FY13 TITLE I Additional Fund Total						
Instruction 1000				\$26,392.00		\$26,392.00
Salaries		1000-6100		\$0.00		\$0.00
Employee Benefits		1000-6200		\$0.00		\$0.00
Purchased Professional Services		1000-6300		\$0.00		\$0.00
Purchased Property Services		1000-6400		\$0.00		\$0.00
Other Purchased Services		1000-6500		\$0.00		\$0.00
Supplies		1000-6600		\$0.00		\$0.00
Other Expenses		1000-6800		\$0.00		\$0.00
Support Services 2100, 2200, 2600-2900						
Salaries		2100-6100		\$7,159.00		\$7,159.00
Employee Benefits		2100-6200		\$4,438.00		\$4,438.00
Purchased Professional Services		2100-6300		\$0.00		\$0.00
Purchased Property Services		2100-6400		\$0.00		\$0.00
Other Purchased Services		2100-6500		\$0.00		\$0.00
Supplies		2100-6600		\$0.00		\$0.00
Other Expenses		2100-6800		\$0.00		\$0.00
Support Services - Admin 2300, 2400, 2500						
Salaries		2300-6100		\$10,119.00		\$10,119.00
Employee Benefits		2300-6200		\$4,676.00		\$4,676.00
Purchased Professional Services		2300-6300				
Purchased Property Services		2300-6400				
Other Purchased Services		2300-6500				
Supplies		2300-6600				
Other Expenses		2300-6800				
Capital Outlay		6700 et al.		\$0.00		\$0.00
PROPOSED BUDGET EXPENDITURE				\$26,392.00		\$26,392.00

Director of Juvenile Court Services _____ Date _____

County School Superintendent _____ Date _____

P. L. 107-110 NO CHILD LEFT BEHIND ACT OF 2001 (NCLB)

Budget Description Page FY2013, Exhibit A – 2

When listing staff salaries calculate and include full-time equivalencies (FTEs)
For ALL costs, give specific program descriptions and rationale

Please print your name and date here once you have completed the form Ada Guinn 6/12/13

Budget Description		
Function and Object Code	Itemized Project Costs	Budgeted Amount
Instruction 1000		
Salaries 6100 Title I-D and Part B IDEA Basic only		
Employee Benefits 6200 Title I-D and Part B IDEA Basic only		
Purchased Professional Services 6300 Title I-D only		
Purchased Property Services 6400 Title I-D only		
Other Purchased Services 6500 IDEA Secure Care only		
Supplies 6600 Title I-D, Part B IDEA Basic, and IDEA Secure Care only		
Support Services 2100		
Salaries 6100 Title I-D, II-A, and Part B IDEA Basic only	Title I-D: 0.25 FTE supplemental salary for education support staff	\$7,159.00
Employee Benefits 6200 Title I-D, II-A, and Part B IDEA Basic only	Title I-D: 0.25 FTE supplemental EREs for education support staff	\$4,438.00
Purchased Professional Services 6300 Title I-D, II-A, and Part B IDEA Basic only		
Other Purchased Services 6500 Title I-D, II-A, and Part B IDEA Basic only		
Supplies 6600 Title II-A and Part B IDEA Basic Only		
Other Expenses 6800 Title I-D and Part B IDEA Basic Only		
Support Services 2300		
Salaries 6100 Title I-D and Title II-A only	Title I-D: 0.25 FTE supplemental salary for administrator	\$10,119.00
Employee Benefits 6200 Title I-D and Title II-A only	Title I-D: 0.25 FTE supplemental EREs for administrator	\$4,676.00
Other Purchased Services 6500 Title II-A only		
Capital Outlay 6700 et. al. Title I-D, Part B IDEA Basic and IDEA Secure Care only		

Ada Guinn

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, June 25, 2013 7:37 PM
To: Ada Guinn; Ada Guinn
Subject: FW: IGA Amendment #2 for Additional Title I Funds
Attachments: FY13 IGA Amendment #2 - Title I Additional Funds - Apache.pdf

Importance: High

I thought I had already reviewed this. But I am ok with it

From: Stephanie McCarthy
Sent: Tuesday, June 25, 2013 4:00 PM
To: Joe Young
Subject: FW: IGA Amendment #2 for Additional Title I Funds
Importance: High

Stephanie

From: Ada Guinn [<mailto:aquinn@co.apache.az.us>]
Sent: Tuesday, June 25, 2013 2:53 PM
To: Stephanie McCarthy
Subject: FW: IGA Amendment #2 for Additional Title I Funds
Importance: High

Stephanie,

I have not heard from Joe in regards to this IGA. Could you please contact him for me? It's slated to be on the agenda review in the morning. Thanks.

Ada

From: Guinn, Ada
Sent: June 12, 2013 2:59 PM
To: 'jyoung@apachelaw.net'
Subject: FW: IGA Amendment #2 for Additional Title I Funds
Importance: High

Joe,

We need to have your legal review both the School Superintendent's office and the BOS. If at all possible, we need this item to be on the BOS agenda for the 7/02/13 meeting.

This is the same IGA that we did in 9/2011 for additional Title funding. These funds are used to operate our detention school.

Please let me know if you have any questions. Thanks.

Ada Guinn
Administrative Coordinator
Apache County Probation Services
928-337-7900
aguinn@courts.az.gov

From: Colla, Mary Therese
Sent: June 11, 2013 12:35 PM
To: 'Barry Williams'
Cc: Moter, Chuck; Guinn, Ada; Jaramillo, Lori; Herst, Diane
Subject: IGA Amendment #2 for Additional Title I Funds
Importance: High

Attached you will find your IGA Amendment #2 for additional Title I funds from the Arizona Department of Education. Included in this attachment is a scanned copy of the approval of this IGA amendment from the Office of the Attorney General. The stringent fiscal and program accountability and cash management reporting requirements of the Arizona Department of Education (ADE) continue in effect and **require that funds be spent by September 1, 2013.**

Note the following:

1. Funds **must be expended** by September 1, 2013.
2. Once the IGA Amendment and budget documents (**Budget Application & Budget Description, sent yesterday**) are submitted to the AOC, we will mail one disbursement for the total amount allocated. **No funds can be distributed until all of the completed documents are submitted to the AOC.**
3. **Please adhere to the ADE's requirement regarding maintenance of Time and Effort logs for personnel who are paid from federal title funds.**

Budget Application (emailed yesterday):

The Budget Application form only reflects this additional disbursement for Title I funds. This is on a one page Excel spreadsheet. Line items that have not been approved for expenditures by the ADE have been blacked out and are locked so as to avoid errors. In addition, the **Budget Description Page**, emailed yesterday, must be completed. If you have any questions regarding these documents, please call.

- ✓ Your Budget Application and Budget Description Page must reflect actual expenditures for the total amount allocated.

Required Signatures:

- ✓ Please pay careful attention to the signature requirements for all documents, especially signature page 2 of the IGA Amendment and the Budget Application. **Signatures MUST be in BLUE ink to denote an original document.**

We urge you to secure all required signatures in the most expeditious manner to expend the funds by the September 1, 2013 deadline! Once you have secured all the necessary signatures, forward the documents to our office ASAP! The sooner we receive your signed documents, the sooner we can send your county's warrant! Please note this particular allotment is extremely time sensitive! Forward all signed documents to:

Teasie Colla
Arizona Supreme Court, Administrative Office of the Court
Juvenile Justice Services Division – Suite 337

1501 W. Washington
Phoenix, AZ 85007-3327

Once the IGA Amendment, Budget Application and Budget Description have been received at our office, we shall immediately secure our internal signatures and forward an executed copy and warrant back to your office. Feel free to contact me if you have questions, concerns or need technical assistance. You can reach me at 602-452-3573, or by email at tcolla@courts.az.gov or through Diane Herst, Administrative Assistant at 602-452-3441. Thank you in advance for your most immediate attention and expeditious processing of this IGA Amendment. As always, our goal is to provide excellent technical assistance and support for your efforts to serve the youth entrusted to your care.

Best regards,
TC

Teasie Colla
Detention Education Specialist
Juvenile Justice Services Division
Arizona Supreme Court
1501 W. Washington Street Suite 337
Phoenix, Arizona 85007-3231
602-452-3573
tcolla@courts.az.gov

"What lies behind us and what lies ahead of us are small matters compared to what lies within us." -- Ralph Waldo Emerson



BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Treasurer's Office

Date/Signature: Amanda McCombe 6/19/13

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

Discussion and possible approval of an Amendment to renew the lines of credit for Ganado Unified School District, Concho Elementary School District, and Window Rock Unified School District.

BOS Meeting Date Requested 07/02/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

FOURTH AMENDMENT TO REVOLVING CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO REVOLVING CREDIT AGREEMENT (this "Amendment") is entered into as of July 1, 2013, by and between APACHE COUNTY, ARIZONA, a county located in, and organized and created under the laws of the State of Arizona, whose mailing address is 75 West Cleveland, St. Johns, Arizona 85936 (the "County"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, the County is currently indebted to Bank pursuant to the terms and conditions of that certain Revolving Credit Agreement between the County and Bank dated as of July 1, 2010, as amended from time to time ("Credit Agreement").

WHEREAS, Bank and the Country have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

1. The definition of the term "Termination Date" set forth in Section 2.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"Termination Date" means June 30, 2014."

2. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.

3. The County hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

APACHE COUNTY, ARIZONA

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
County Treasurer or
Authorized Representative

By: _____
Dan Warren
Vice President

APACHE COUNTY, ARIZONA

By: _____
Chairman, Board of Supervisors or
Authorized Representative

APPROVED AS TO FORM:

By: _____
County Attorney

SCHEDULE A
BORROWERS

Name of Entity	Commitment Amount	Applicable Interest Rates
Ganado Unified School District	\$1,300,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate
Concho Elementary School District	\$300,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate
Window Rock Unified School District	\$3,000,000.00	Small Issue Rate or Large Issue Rate or, if applicable, Taxable Rate

Total Commitment: \$4,600,000.00

Amanda McComb

From: Joe Young <JYoung@apachelaw.net>
Sent: Tuesday, June 18, 2013 12:42 PM
To: Marleita Begay
Cc: Amanda McComb; Tom White
Subject: RE: County Line of Credit Renewals

Amendments are treated as new contracts and must be approved by the board. Thanks

From: Marleita Begay [mbegay@co.apache.az.us]
Sent: Tuesday, June 18, 2013 12:17 PM
To: Joe Young
Cc: Amanda McComb; Tom White
Subject: FW: County Line of Credit Renewals

Hi Joe,

Do we need to get an approval from the BOS? Or can we renew for the next year? Please advise.

Marleita

From: Dan.Warren@wellsfargo.com [mailto:Dan.Warren@wellsfargo.com]
Sent: Mon 6/17/2013 9:07 AM
To: Marleita Begay
Cc: Lacricia.Shaw@wellsfargo.com; Amanda McComb
Subject: County Line of Credit Renewals

Hello Marleita,

Please find attached the new credit agreement that will need to be signed by Mr. White, Mr. Whiting, and yourself. Once signed please return an email copy and the original to me so that we can get the lines renewed by 7/1. Please let me know if you have any questions.

Thank you.

Dan Warren

Vice President - Senior Industry Specialist/Relationship Manager
Specialty Markets - Government Banking / Title Industry Division

Wells Fargo Bank, N.A. | 100 W. Washington St., 13th Floor | Phoenix, AZ 85003
MAC 54101-134
Tel 602-378-5806 | Fax 602-378-2133

dan.warren@wellsfargo.com



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Superintendent of Schools

Date: 07/02/13

Signature: *R. Byrd*

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

Request authorization to create a full-time Admin Asst I (range 22) position 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: *8*

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: **Office of the Recorder**

Date: **June 19, 2013**

Signature: _____

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

Request authorization to create the position of Project Coordinator (salary range 35) and to hire at the beginning of the range.

Date & Time Needed: By the next Board of Supervisor's meeting on July 2, 2013.

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

COST SHARING AGREEMENT

**By and between
APACHE COUNTY
And**

APACHE COUNTY AND LITTLE COLORADO PREDATOR CONTROL ASSOCIATION

This Agreement is entered into as of the _____ of _____, 2013 by and between **APACHE COUNTY BOARD OF SUPERVISORS**, a political subdivision of the State of Arizona, hereinafter referred to as County and **APACHE COUNTY AND LITTLE COLORADO PREDATOR CONTROL ASSOCIATION**, hereinafter referred to as ACLCPC, for the provision of contracted services pursuant to A.R.S. 11-952 et seq.

Whereas, County has contracted with the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (APHIS-WS) for the provision of certain services, particularly to provide for the provision of a Wildlife Damage Management program, including efforts directed at reducing the transmission of zoonotic diseases to livestock, poultry, wildlife, and humans, managing loss of livestock, poultry, and crops due to predator wild and feral animals, and providing protection to residential areas and other industries from wild and feral animals; and,

Whereas, the cost to County under the agreement APHIS-WS is \$33,000, an amount which would prove difficult to pay given the County's budgetary limits; and,

Whereas, ACLCPC has previously provided monetary assistance to allow APHIS-WS to provide the services contemplated within the agreement between APHIS-WS and County; and,

Whereas, ACLCPC would benefit from the provision of such services by APHIS-WS, especially the protection of humans, livestock, wildlife, and poultry from predator animals; and,

Whereas, in order to fund the full amount of the provision of services by APHIS-WS, County requires monetary assistance from other governmental entities and/or private agencies; and,

Whereas, ACLCPC desires to assist County in meeting its financial obligations to APHIS-WS, and to share in the cost of such services; and,

Whereas, all parties are authorized to enter into this Agreement;

Now therefore, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to protect the citizens of Apache County, including its vital resources, ranchers, farmers and other industries, from the danger presented by wild and feral animals, particularly predator animals, as well as other potentially dangerous wild and feral animals.

2. Termination

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, any payments already made to County or APHIS-WS shall not be returned. All property purchased under this Agreement shall remain with the recipient unless otherwise stated.

3. Provisions

A. Obligations of County:

Contract with APHIS-WS and manage such agreement for the provision of the services described above, and pay to APHIS-WS the amount of \$15,000 along with the amount below to be provided by ACLCPC.

B. Obligation of ACLCPC:

Provide payment to County in the amount of \$18,000 to assist County in meeting its monetary obligations to APHIS-WS.

4. Financing

- A. Each party represents that it has appropriated in its budget sufficient funds to meet its obligations under this agreement for the 2013-14 fiscal year.
- B. Payment obligations of each party under this agreement are conditioned upon the availability of funds appropriated or allocated by the governing body of each party. If funds are not allocated and available for continuing this Agreement, this Agreement may be terminated in accordance with Section 2. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. Cancellation for Conflict of Interest

Pursuant to A.R.S. 38-511, the state or any of its political subdivisions, including County, within three years after execution of this Agreement, may cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

6. Non-discrimination

Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

7. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona

8. Arbitration

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. 12-1518 and 12-133 except as may be required by other applicable statutes.

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9. Certification of Contracting Agencies:

Apache County:

Approved and adopted this ____ day of _____, 2013 authorizing its Chairman to sign on its behalf.

Tom White, Chairman
Apache County Board of Supervisors

Attest:

Clerk of the Board

Apache County and Little Colorado Predator Control Association

Approved and adopted this ____ day of _____, 2013, authorizing _____ to sign on its behalf.

By: _____

Beth Bond

From: Barry Weller
Sent: Wednesday, June 26, 2013 12:25 PM
To: Joe Young
Cc: Beth Bond; Doyel; dpwengert@co.apache.az.us; Karen Houston
Subject: FW: Wolf Investigator Info.
Attachments: Wolf Interaction Investigator0001.pdf; SOPs Wolf Investigator0001.pdf

Joe and others,

My intent is to get this potentially needed contract position on the budget at approximately \$7,500.00 per year at this point in our development. The attached documents from Catron County should be useful for developing our own contract agreement and more detailed SOP's over the next couple of months. I am not expecting anyone to write a contract or adopt these documents before the agenda posting or even before the Board Meeting.

I believe the timing is correct for getting it budgeted. If it gets budgeted and it is not needed on the agenda I will be partially satisfied but I also believe there is value in having an agenda item dealing with this issue before the public and / or any entity monitoring our activity.

Maybe the wording should be somewhat like the following:

: District III: Discussion and possible approval to budget \$7,500.00 in FY 2014 for a contract position titled "Wolf Interaction Investigator" for Apache County. Details of contract language and specific duties and responsibilities to be approved by the Board at a later date. Generally the person in this position would serve the residents of the entire County for investigative work, confirmation work and interagency work associated with wolf reports or depredations in our County. Examples of Agencies this individual may interface with are: USFWS, APHIS, AZGFD, NNFWS, WMAT, County Community leaders"

For your consideration

Thank You

Barry Weller
Apache County, AZ
Dist III Supervisor
928-337-7504

From: Linda Cooke [<mailto:cocommiss3@gifanet.com>]
Sent: Wednesday, June 26, 2013 10:45 AM
To: Barry Weller
Subject: Wolf Investigator Info.

Attached please find the information you requested regarding the position of County Wolf Investigator.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

APACHE COUNTY ATTORNEY'S OFFICE, Allan Perkins

Date/Signature: 6/19, [Signature]

6-19-13

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

County Attorney requests approval of Arizona Criminal Justice Commission Victim's Assistance Grant #VA-14-017 in the amount of \$23,339, awarded for FY14.

BOS Meeting Date Requested 7/2/2012

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Crime Victim Assistance Program
GRANT AGREEMENT

ACJC Grant Number VA-14-017
State Funded Grant Program

This Grant Agreement is made this 3rd day of June, 2013, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

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

A. If to the COMMISSION:

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

B. If to the GRANTEE:

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

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$15,131
Fringe Benefits (for salaries/overtime)	\$8,208
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Matching Funds	\$23,339
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$46,678
Positions Funded:	
Legal Secretary III (.45) / Legal Assistant (.1)	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$23,339 in state funds. The matching amount for this award is \$23,339.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such

documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor.

10. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.
11. For the purpose of this grant, a capital expenditure is \$5,000 or above. If GRANTEE'S policy defines a capital expenditure as less than \$5,000, GRANTEE will use its own policy.
12. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently based on GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.
13. GRANTEE agrees to follow its own agency equipment disposition policies when the equipment is no longer needed for the grant program. If GRANTEE has no policy, reference the *Uniform Accounting Manual for Arizona Counties* authorized by the Auditor General for disposition guidelines and guideline development.
Link: *Uniform Accounting Manual for Arizona Counties* <http://www.auditorgen.state.az.us>
14. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.
15. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

Mandated activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
Annual Report (July 1, 2013 – June 30, 2014)	August 15, 2014

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

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

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16. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments. Reports are due pursuant to the schedule above.
 17. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
 18. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
 19. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid within sixty (60) days of expiration of this award.
 20. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request received from the COMMISSION.
 21. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
 22. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
 23. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
 24. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
 25. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
 26. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
 27. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
 28. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
 29. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, recoupment of monies provided under an award, and civil and/or criminal penalties.
 30. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses,

(including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If GRANTEE is a State agency this paragraph does not apply.

31. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
32. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
34. GRANTEE agrees that no funds provided, or personnel employed under this Agreement, shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
37. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

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38. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 U.S.C. 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 C.F.R. Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 C.F.R. Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.
39. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.
40. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality.
41. GRANTEE agrees to comply with all grant management criteria included in the latest version of the ACJC Grants Management Reference Manual.
Link: *ACJC Grants Management Reference Manual*
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
42. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The Data Dictionary is available upon request to ACJC.
43. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines.
Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>
44. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
45. If GRANTEE is a governmental political subdivision, GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-

1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

46. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

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

47. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
48. In accordance with A.R.S. § 41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.
49. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
50. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
51. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
52. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
53. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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

NONE

Authorized Official Initials: _____

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

FOR GRANTEE:

Board of Supervisors Chair Date

Printed Name and Title

Additional signature(s) if required by political subdivision Date

Printed Name and Title Date

ATTEST:

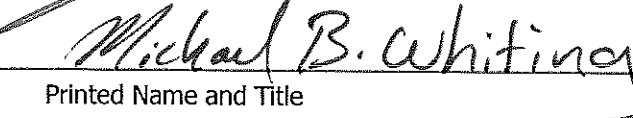
Clerk Date

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

Approved as to form and authority to enter into Agreement (Excluding non-profits):



Legal counsel for GRANTEE Date
6-19-13



Printed Name and Title

Statutory or other legal authority to enter into Agreement (Excluding non-profits):

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

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT
Insurance Requirements
Exhibit "A"

Insurance Requirements for Governmental Parties to an Intergovernmental Agreement:

None.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

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

2. Business Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards,***

Exhibit "A" Continued

commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

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

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

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

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

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Contract in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W.

Exhibit "A" Continued

Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

APACHE COUNTY ATTORNEY'S OFFICE, Allan Perkins

Date/Signature: _____

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

County Attorney requests approval of Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant #DC-14-017 in the amount of \$73,479, with a \$18,370 match, awarded for FY14.

BOS Meeting Date Requested 7/2/2013

PRE-AGENDA ITEM REVIEW

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

Legal Review: OK

Signature: _____

6-24-13

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

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Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Signature Clerk of Board _____



ARIZONA CRIMINAL JUSTICE COMMISSION
Drug, Gang, and Violent Crime Control
GRANT AGREEMENT

ACJC Grant Number DC-14-005
Catalog of Federal Domestic Assistance (CFDA) Number 16.738

This Grant Agreement is made this 1ST day of July, 2013, by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through Apache County Attorney's Office hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

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

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

A. If to the COMMISSION:

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

B. If to the GRANTEE:

Apache County Attorney's Office
 PO Box 637
 St. Johns, Arizona 85936
Attn: Apache County Attorney Michael Whiting

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

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

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$70,332.00
Fringe Benefits (for salaries/overtime)	\$21,517.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Confidential Funds	Not Approved
Operating Expenses:	Not Approved
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	Not Approved
Capital	Not Approved
Noncapital	Not Approved
TOTAL	\$91,849.00
Positions Funded:	
Attorney (.79)	
Equipment Type:	
Not Approved	

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$44,087.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$29,391.00 in State Funds. If this grant has a matching requirement GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$18,371.00.
8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.
11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.
12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

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

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.
19. These reports are to be submitted according to the following schedule(s):

ACTIVITY REPORTS	
Report Period:	Due Date:
Jul 1- Sep 30	October 15
Oct 1- Dec 31	January 15
Jan 1- Mar 31	April 15
Apr 1- Jun 30	July 15

FINANCIAL REPORTS	
Report Period:	Due Date:
Jul 1- Jul 31	August 25
Aug 1- Aug 31	September 25
Sep 1- Sep 30	October 25
Oct 1- Oct 31	November 25
Nov 1- Nov 30	December 25
Dec 1- Dec 31	January 25
Jan 1- Jan 31	February 25
Feb 1- Feb 29	March 25
Mar 1- Mar 31	April 25
Apr 1- Apr 30	May 25
May 1- May 31	June 25
June 1- June 30	July 25

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

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.
21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.
22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.
23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.
24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.
25. GRANTEE agrees to account for interest earned on federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *Office of Justice Programs Financial Guide*.
Link: *OJP Financial Guide* <http://www.ojp.usdoj.gov/financialguide/>

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$100,000.
27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$450 per day.
28. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.
29. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION.
Link: www.ojp.gov/funding/confcost/htm
30. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.
31. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.
32. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
33. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.
34. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.
35. Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
36. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s), if any, to indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation

and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of its owners, officers, directors, agents, or employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this grant, the contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the contractor for the State of Arizona. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

37. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
38. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
39. GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.
Link: *OMB Circulars:* http://www.whitehouse.gov/omb/grants_attach/
40. GRANTEE certifies that it will comply with *OMB Circulars A-102 and 2 CFR, Part 215 Uniform Administrative Requirements for Grants and Cooperative Agreements* as codified in (1) 28 CFR, Part 66.32 or (2) 28 CFR, Part 70.34 and *Cost Principles (1) 2 CFR, Part 225, (2) 2 CFR, Part 220 or (3) 2 CFR, Part 230*, the OJP Financial Guide and the most current version of the ACJC Grant Management Reference Manual.
Link: *OMB Circulars* http://www.whitehouse.gov/omb/grants_attach/
OJP Financial guide: <http://www.ojp.usdoj.gov/financialguide/>
ACJC Grant Management Reference Manual:
http://azcjc.gov/pubs/home/021104_Manual_GrantReferenceManual.pdf
41. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.
42. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
43. Pursuant to A.R.S. § 35-391.06 and A.R.S. § 35-393.06, GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
44. GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 83.630 for

individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving federal funds. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *System for Award Management* <https://www.sam.gov/portal/public/SAM/>

45. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.
46. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
47. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the *OJP Training Guide Principles for Grantees and Subgrantees*.
Link: *OJP Training Guide Principles for Grantees and Subgrantees*
<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
48. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.
49. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.
50. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:
 1. "This was supported by Award No. 2012-DJ-BX-0560 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."
51. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, 42 USC §3789d(c)(1); Title VI of the Civil Rights Act of 1964, 42 USC §2000d; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794; Subtitle A, Title II of the Americans with Disabilities Act of 1990, 42 USC § 12132; Title IX of the Education Amendments of 1972, 20 USC § 1681; the Age Discrimination Act of 1975, 42 USC § 6102; the Department of Justice implementing regulations, 28 CFR pt. 42, subpts. C, D, E, G, and I, 28 CFR pt. 35, and 28 CFR pt. 54; all applicable state laws of A.R.S. § 41-1463; and Executive Order 2009-9. The above-referenced federal laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services. In the event that a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

"Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Street Act, the applicant is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary."

Link: *Limited English Proficiency A Federal Interagency Website* <http://www.LEP.gov>

52. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

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

53. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

54. GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if GRANTEE is required pursuant to 28 CFR 42.302). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

55. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel within said position within ten days.

Link: <http://www.azcjc.gov/ACJC.Web/Grants/civilrights/default.aspx>

56. If GRANTEE is a governmental political subdivision, GRANTEE agrees to utilize the *Data Dictionary*, approved and distributed by the COMMISSION, as the data entry standard for information systems when improving or updating an existing information system. GRANTEE agrees to utilize the *Data Dictionary* as the data entry standard in any new system or when an existing information system is replaced. The *Data Dictionary* is available upon request to ACJC.

57. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all

schemas generated as a result of this grant to the component registry as specified in the guidelines.

Link: <https://www.niem.gov/program-managers/Pages/implementation-guide.aspx>

58. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.
59. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical; share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
60. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.
61. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.
62. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).
63. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.
64. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401 federal immigration laws by state employers and contractors.
65. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the GRANTOR later determines that

the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

66. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
67. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.
68. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first quarterly report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

GRANTEE agrees expeditiously to obtain active registration with the CCR database, and to notify the program office in writing of its registration and expiration date.
69. GRANTEE agrees that all income generated as a direct result of this award shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 CFR part 66 or (2) 28 CFR part 70 and OMB Circular A-102 & 2 CFR 215.
70. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.
71. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
72. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
73. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

Arizona Criminal Justice Commission
**DRUG, GANG AND VIOLENT CRIME CONTROL
GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)**

1. GRANTEE agrees to the completion of the ACJC Grantee Self-Assessment Questionnaire within 45 days of the start date of this award.
2. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
3. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.
4. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.
5. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funding under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdog.gov/BJA/resource/nepa.html> for programs relating to methamphetamine laboratory operations.
6. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

Authorized Official Initials: _____

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

FOR GRANTEE:

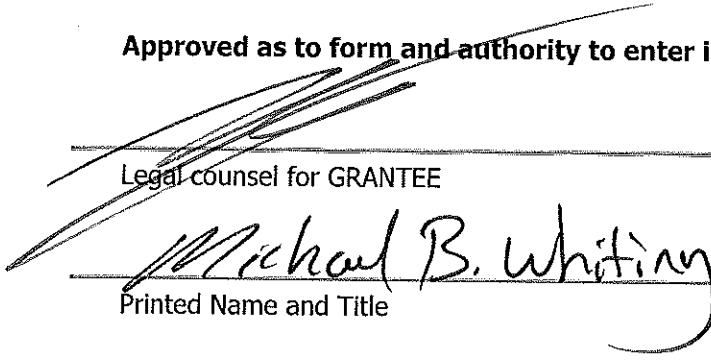
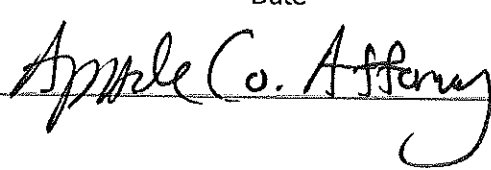
Chairman of the Board of Supervisors Date

Printed Name and Title

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

6-24-13

 
Printed Name and Title

Statutory or other legal authority to enter into Agreement:

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

FOR CRIMINAL JUSTICE COMMISSION:

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



ARIZONA CRIMINAL JUSTICE COMMISSION
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

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

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

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

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

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

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

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

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

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

Exhibit "A" Page 2

2. Business Automobile Liability

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

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

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

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

3. Worker's Compensation and Employers' Liability

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

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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

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

Exhibit "A" Page 3

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the State of Arizona. Such notice shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE and the Arizona Criminal Justice Commission with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Agreement shall be sent directly to the GRANTEE and the Arizona Criminal Justice Commission 1110 W. Washington, Suite 230, Phoenix, AZ 85007. The Commission project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona and the Arizona Criminal Justice Commission reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.