

**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,  
AND THE APACHE COUNTY LIBRARY DISTRICT**

**June 17, 2014**

**Board of Supervisors' Hearing Room, First Floor**

**75 West Cleveland Street**

**St. Johns, Arizona**

**8:30 a.m. MST**

Invocation by Invitation.

Pledge of Allegiance.

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

**June 17, 2014**

1. Discussion and possible approval for the Round Valley Public Library to participate in the Springerville-Eagar Fourth of July Parade.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY BOARD OF SUPERVISORS**

**June 17, 2014**

1. Finance Department: Public hearing followed by discussion and possible approval of FY 2014-2015 Tentative Budget.

2. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of minutes dated June 3, 2014 and June 5, 2014.
- \*B. Request approval of demands dated June 3, 2014 to June 17, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

**Personnel Items:**


- \*C. District II: Request authorization to change the currently vacant Administrative Assistant III to an Administrative Assistant II.

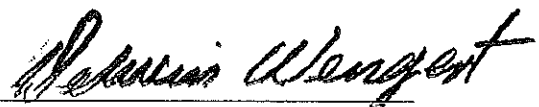
**Community Development:**

- \*D. Request approval of appointment of Oscar Miranda as a Planning and Zoning Commission member for a 4 year term representing District II.
3. Election Department: Discussion and possible approval of acceptance of the petitions and authorization to approve an Order of Election for the reorganization of the Nutrioso Fire District #45 to change from a three member to a five member Board.
  4. Sheriff's Office; Discussion and possible approval of Arizona Department of Homeland Security Grant #999-100-03 for \$29,000 to purchase updated handheld and mobile radio equipment. This money became available as a reallocation of unexpended federal grant funds. This is the third installment of funding of this radio upgrade project that has standardized equipment and programming between local law enforcement agencies.
  5. Assessor's Office: Discussion and possible approval of an Intergovernmental Agreement between Apache County Assessor's Office and Coconino County Assessor's Office for data processing consulting and assistance with Tyler for a period of two (2) years at a cost of \$44,800 per year.
  6. County Attorney's Office: Discussion and possible approval of Arizona Criminal Justice Commission Victim Assistance Grant #VA-15-017 in the amount of \$23,339 awarded for FY15.
  7. Steven Eddy, Tucson Electric Power: Update on UNS Energy Corporation being acquired by Fortis and the transaction and benefit of the change.
  8. Craig Sullivan, CSA Executive Director: Update on activities of the County Supervisors Association, including a discussion of the recent legislative session.

9. Notification of the Arizona Association of Counties Conference on June 25 & June 26, 2014 at the JW Marriott Desert Ridge Resort, 5300 E. Marriott in Phoenix, and the Northern Arizona Council of Governments (NACOG) meeting on June 26, 2014 at 10:00 a.m. located at the High Country Conference Center, 201 W. Butler Ave. in Flagstaff, where two or more members of the Apache County Board of Supervisors may be in attendance.
10. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter, or ask that a matter be placed on a future agenda.

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

Posted: 6/11/14 at 2:05 a.m. (p.m.) by 

  
Delwin Wengert, Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Library District, Judith Pepple

Date/Signature: May 30, 2014 / Judith M. Pepple

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

Discussion and possible approval for the Round Valley Public Library to participate in the Springerville-Eagar Fourth of July Parade.

Meeting Date Requested June 17, 2014

BOS

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, Item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_



Springerville-Eagar Regional Chamber of Commerce  
Parade Instructions July 4, 2013

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THOSE NOT PRE-REGISTERING MAY OR MAY NOT BE PERMITTED AT THE END OF THE PARADE.

- All entries must enter from the east side 4<sup>th</sup> St onto Main St. in Eagar
- All entries must stop at the Springerville-Eagar Chamber table located at the 3<sup>rd</sup> street intersection to verify entry. *Please bring your pre-registration package to check in table to aid in this process.*
- Your staging sign (8 1/2 X 11) that you received upon pre-registration must be then be posted in the vehicle front right (passenger) window or equivalent.
- All entries will line up on the east side of Main street in their assigned categories—see next sheet
- The middle lane of the East side will be left open to move entries from the registration table to the appropriate category
- Line up and registration begins at 7:00 am
- Judging of all in-place and registered entries will begin at 9:00. *To be eligible for cash prizes your entry must be in place by 9:00 am and you must pre-register.*
- No candy can be thrown from entry
- Candy may be distributed by entry walkers along the sides of the roadway
- Only the Fire department is allowed to spray water in the wet zone located on the west side of the street between Sonic restaurant and the Apache Country health building
- No fires, fireworks, sparklers, or other potential fire hazards will be allowed
- All children under 13 must be accompanied by an adult
- All children under 18 riding horses, ATVs, bicycles, or motorcycles must wear helmets
- All motorized vehicles must be registered and be driven by a licensed driver
- All vehicle passengers must be seated in actual seat – not piled on vehicle
- No hot rodding allowed (per law enforcement personnel – Springerville Police Dept., Eagar Police Dept., DPS)
- All entries need to be aware of other entries before and after their entry and slow up if gaps in parade become evident
- All entries must drive the entire parade route (except for emergency or breakdown of entry – police will assist in emergency or moving the broken entry off the parade route)
- All entries must exit the parade route by turning south on either Gutierrez St. or Hwy 180
- Entries will NOT be allowed to double back on Main Street at the end of the parade but must take back roads to their destination (per law enforcement personnel – Springerville Police Dept., DPS, and Eagar Police Dept.
- Moving vehicles should remain at or under 10 miles per hour
- Apache County Sheriff's Posse will lead the parade, walking entries will follow, and then horses, floats, and fire trucks will end the parade.

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Entrant Signature

Date

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

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

BARRY WELLER  
VICE-CHAIR OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

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

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



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

RESOLUTION NO. 2014-\_\_\_\_  
APACHE COUNTY RESOLUTION FOR THE TENTATIVE ADOPTION  
OF THE BUDGET FOR FISCAL YEAR 2014-2015

**WHEREAS**, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 17<sup>th</sup> make an estimate of the different amounts required to meet the public expenditures for the ensuing year, also an estimate of revenues from sources other than direct taxation, and an estimate of the amount to be raised by taxation upon real and personal property, and

**THEREFORE, BE IT RESOLVED**, that the said estimates of revenues and expenditures shown on the accompanying schedules are hereby adopted as the Tentative Budget of Apache County for Fiscal Year 2014-2015.

Passed and adopted by the Board of Supervisors of Apache County this 17<sup>th</sup> day of June, 2014.

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Tom M. White, Jr.  
Chairman, Board of Supervisors

ATTEST:

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Delwin Wengert  
Clerk of the Board of Supervisors

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING  
June 3, 2014  
St. Johns, Arizona

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

Chairman White called to order the Board of Supervisors meeting at 8:30 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chris Sexton gave the Invocation.

Delwin Wengert led the Pledge of Allegiance.

Chairman White called for the Library District item.

Judith Pepple, Library Director, requested approval of the updated lease agreement between the Greer Community Facilities Association and the Apache County Library District for the Greer Memorial Library for FY 2014-2015 at the rate of \$784.21 per month. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman White called for the regular agenda items.

Chief Deputy Sheriff Brannon Eagar provided notification and an update on the implementation of Stage II fire restrictions that went into effect 8:00 am. Friday, May 23, 2014, due to extreme fire danger. Lorraine Vaught, a resident of Vernon, Arizona asked that the restrictions for Stage be better clarified for the public. Chief Eagar stated that he will review the document and see if it could be modified to be clearer without making so lengthy that the public won't read it. No action was needed or taken.

Mr. Wengert presented the Consent items, A-E. Mr. Weller requested B and E be removed for discussion. **Mr. Weller moved to approve A, C & D, seconded by Mr. Shirley.** County Manager/Clerk of the Board: A. Request approval of minutes dated May 19, 2014. C. Request approval of an Application for Premises/Patio Extension Liquor License Permit for John May, Ye Olde Tavern, 42640 Highway 180 in Alpine, Arizona for the 16<sup>th</sup> Annual Worm Races on July 5, 2014. D. Request approval of a Fireworks Permit for Alpine Fire District to hold a fireworks display on July 5, 2014, contingent on the condition of no fire restrictions. Vote was unanimous.

Mr. Weller stated that regarding Item B., approval of demands dated May 19, 2014 to June 3, 2014, he hadn't had time to review some of the expenses with the Finance Department so he would be abstaining from the vote. Payee Amount EASTERN ARIZONA COUNTIES ORGANIZATION EAC 35,000.00 APACHE COUNTY MEDICAL 148,062.00 APACHE COUNTY TAX WITHHOLDING 128,969.65 AZ STATE RETIREMENT SYSTEM 85,304.04 COLONIAL LIFE AND ACCIDENT INS 1,300.15 CORRECTIONS OFFICER RET PLAN 9,158.09 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,205.93 MUTUAL OF OMAHA 1,265.52 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 29,246.77 SECURITY BENEFIT GROUP 1,321.00 SUPPORT PAYMENT CLEARINGHOUSE 2,502.08 ADHS AZ HEALTH CARE COST 22,400.00 AMK SOLUTIONS 1,793.19 ARIZONA STATE FORESTRY DIVISION 7,475.10 ASHTONS REPAIR INC 1,040.29 AZ BRAKE & CLUTCH SUPPLY 2,092.36 BARNES, PATRICIA M 4,145.00 BLUE HILLS ENVIRONMENTAL 28,456.27 CAWOOD, CARL G 1,080.00 COUNTRY MOUNTAIN AIRWAVES LLC 4,112.64 DELL COMPUTER CORPORATION 2,372.14 EMERY K LA BARGE ATTORNEY AT LAW 1,160.50 FRONTIER 1,759.86 GALLUP INDEPENDENT 3,087.12 GRADY, DONALD R 8,370.00 HAMBLIN, BRYCE MARK 1,353.00 INGRAM LIBRARY SERVICES 3,142.93 KWKM POWER 95.7 1,256.64 NAVAJO TIMES PUBLISHING COMPANY INC 2,085.30 NAVAJO TRIBAL UTILITY AUTHORITY 1,562.40 NAVOPACHE ELECTRIC COOPERATIVE 3,762.77 NOODLE SOUP 2,207.25 NORCHEM DRUG TESTING LABORATORY 1,517.49 O A THORP FAMILY TRUST 7,020.00 OFFICE DEPOT 1,106.33 ORACLE ENGINEERING GROUP INC 3,600.00 PATTERSON, DANA BRYCE 8,500.00 PIMA COUNTY MEDICAL 2,200.00 QUILL CORP 5,214.13 RDO EQUIPMENT CO 1,759.08 RIGGS, JACQUELINE 1,440.00 SPRINGERVILLE AUTOMOTIVE SERVICE 1,613.74 TABLE TOP TELEPHONE COMPANY INC 1,014.86 JP COMMUNICATIONS 5,206.28 VERITAS RESEARCH CONSULTING 1,600.00 VERIZON WIRELESS 2,484.64 WESTERN TECHNOLOGIES INC 2,800.00 WHOLESALE FLOORS LLC 6,160.77 WOODLAND BUILDING CENTER 1,380.70 APACHE COUNTY TAX WITHHOLDING 3,928.43 AZ BRAKE & CLUTCH SUPPLY 1,254.70 BRADCO 25,978.97 CREATIVE MULTIMEDIA INC (CMI) 21,815.00 DELL COMPUTER CORPORATION 5,500.83 DUGDALE, BEN 1,244.37 FOUR CORNERS WELDING & GAS SUPPLY 2,317.65 FRONTIER 1,706.32 FRONTIER 4,460.51 GMCO CORPORATION 74,801.08 HALL, CAROLYN S 1,212.38 INGRAM LIBRARY SERVICES 7,397.56 LAWSON PRODUCTS INC 1,116.23 LESUEUR ADVANCE AUTOMOTIVE LLC 2,882.20 NACOG 10,525.00 NAVAJO TRIBAL UTILITY AUTHORITY 3,023.36 NAVOPACHE ELECTRIC COOPERATIVE 1,005.05 NEW WORLD SYSTEMS CORPORATION 10,860.00 OVERDRIVE INC 2,469.62 PACIFIC PONDEROSA CO INC 3,450.24 PERFECT PRINTZ LLC 2,340.47 POWERLINE TECHNOLOGIES INC 1,502.63 QUILL CORP 3,062.29 RESERVE ACCOUNT 5,000.00 RUSH TRUCK CENTER 1,386.72 STEVEN D WASHBURN PC 1,449.00 SUPER SEER CORPORATION 1,411.80 THOMSON REUTERS WEST 1,563.60 TYLER TECHNOLOGIES INC 46,975.23 UNIVERSAL FLEET CARD 1,342.18 VALLEY AUTO PARTS 1,199.22 VERITAS RESEARCH CONSULTING 1,960.00 VERIZON WIRELESS 1,547.03 US POSTMASTER 6,107.28 **Mr. Shirley moved approval, seconded by Mr. White.** Motion passed 2-0 with Mr. Weller abstaining from the vote.

Mr. Weller stated that he pulled Consent Item E. for clarification regarding Probation's request for appointment of Ryan Patterson, Director of Finance as the Chief Fiscal Officer for both the Adult and Juvenile Divisions in accordance with A.R.S. 12-268A and the Arizona Code of Judicial Administration, Part 6 Sections 6-206 & 6-301. Mr. Weller asked if this was reviewed by the County Attorney's Office. Mr. Young stated that it was reviewed and is legal. Mr. Weller stated that there are a lot of responsibilities that go with this appointment and outlined his concerns related to the fiscal policies and the responsibilities associated with this item. A discussion was held regarding the issue and Finance Director, Ryan Patterson stated that the Auditor General sets the standards of compliance and procedures to comply. Mr. Weller requested Mr. Patterson provide the procedures to him in the near future as well as a copy of the report that was sent to the supreme court last year delineating all of the accounts. **Mr. Weller moved to approve the appointment with the understanding that the reports will be forthcoming, seconded by Mr. Shirley.** Vote was unanimous.

Chuck Moter, Probation Director, requested Apache County provide \$3,121.00 in matching funds for an ongoing Family Counseling Grant and the State of Arizona will disburse \$12,482.00 for a total of 15,603.00. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Karen Houston, Human Resources Director, requested approval of the Intergovernmental Agreement between Apache County and Navajo County for the Workforce Investment Act (WIA) program. Ms. Houston stated that James Menlove with Navajo County and Susan Tegmeyer with the WIA program were present to answer any questions. Ms. Tegmeyer provided an overview of the 5 year plan and stated that Jennifer Smale is the new case manager for Apache County. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Mr. Wengert stated that Hunter Moore, Executive Director of Real Arizona was not able to attend to today to update the Board on activities of Real Arizona and requested the item be removed from the agenda. Chairman White removed the item.

Joe Young, on behalf of the County Attorney's Office, presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(4), discussion and possible approval of a settlement agreement with Transwestern Pipeline in litigation related to valuation of property performed by Arizona Department of Revenue. The settlement would result in a tax refund paid by numerous counties within Arizona, including a total refund by Apache County, with interest, of up to \$643,224. Mr. Young provided a brief overview of the issue and requested an executive session to discuss the impact to the County from the possible approval of the settlement agreement. Mr. Weller stated that he does not understand why the State is not taking responsibility for this valuation. Mr. Young responded that from a fairness standpoint it does not feel appropriate but from the legal perspective Apache County is as liable as any other county because the County received the taxes so the liability is not for negligence or inaction; it is for a refund of taxes paid that should not have been paid and is simply returning money that never should have been received. Mr. Young stated that there are seven total counties involved in this settlement with by far the largest participant being Maricopa County with Apache County receiving the least amount so therefore paying back the least amount.

Mr. Wengert asked Mr. Young if this impacted the school districts. Mr. Young stated yes, including Window Rock School District and Northern Apache County Health Care District are the largest and most affected entities. Mr. White asked if there was a motion to go into executive session. Mr. Shirley stated that if it could not be handled in open session he asked if Mr. White and Mr. Weller could take care of it and asked to be excused from the remainder of the meeting. Mr. Weller stated that he had some concerns and asked for executive session. **Mr. White agreed that there should be an executive session and moved to go into executive session, seconded by Mr. Weller.** Vote was unanimous. Mr. White excused Mr. Shirley from the remainder of the meeting.

Executive session was held.

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

**Mr. Weller moved to table the item regarding the decision of the settlement agreement with Transwestern Pipeline until a special meeting is held on June 5, 2014 at 8:30 a.m. so all members of the Board could be part of the decision, seconded by Mr. White.** Motion passed.

Chairman White opened the floor for call to the public and asked that those addressing the Board be respectful and will have 3 minutes to speak.

Bradley Grower, a resident of Apache County read a statement which addressed First Amendment rights and asked that the Board to establish a resolution to permanently ensure call to the public be held at every Board meeting.

Lauren Bernally, a resident of Window Rock, Arizona and spoke of the situation in Sanders, Arizona with the liquor License at the Red Barn which was recently sold and she and many Others in that community oppose the transfer of the license to the new owner and asked that when it comes before the Board to vote to disapprove the transfer.

Steve Miller, a resident of Concho, Arizona thanked the Board for reinstalling the Call to the Public, and stated that it is important for the public to be able to address the Board and thanked Mr. Weller for his continued attempt to get this issue resolved. Mr. Miller asked that the call to the public be available at both the beginning as well as at the end of the meeting.

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

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

Approved this 17<sup>th</sup> day of June, 2014.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS SPECIAL MEETING

June 5, 2014  
St. Johns, Arizona

Present were Vice Chairman Barry Weller and Assistant Clerk of the Board Beth Bond. Participating via the telephone was Chairman of the Board Tom M. White, Jr., Supervisor Joe Shirley, County Manager/Clerk of the Board, Delwin Wengert and Attorney Joe Young.

Chairman White called to order the Board of Supervisors meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Joe Young, County Attorney's Office presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(4), discussion and possible approval of a settlement agreement with Transwestern Pipeline in litigation related to valuation of property performed by Arizona Department of Revenue. The settlement would result in a tax refund paid by numerous counties within Arizona, including a total refund by Apache County, with interest, of up to \$643,224. Mr. Young stated that this is a continuation of the item from the June 3<sup>rd</sup> meeting.

Mr. Weller stated that he did not think an executive session was needed and a discussion was held regarding the tax years affected in the valuation. Mr. Young provided an overview of the history of when the Transwestern Pipeline issue was brought before the Board over the past two years.

Mr. Weller asked about the exposure to the general fund and how the districts are going to handle the repayment. Mr. Wengert stated the impact to the general fund is about \$60,000 and Ganado Fire District and Northern Health Care District are impacted the hardest but as to how they are going to repay those amounts, it is his understanding that they can levy a property tax to repay the amount owed. Mr. Weller stated that he believes it is closer to \$80,000 being impacted to the general fund.

David Romero, Chief Deputy Treasurer stated that the most recent numbers indicate that the impact to the general fund will be less than \$70,000.

**Mr. Weller moved approval as described in the item, seconded by Mr. Shirley. Vote was unanimous.**

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

Approved this 17<sup>th</sup> day of June, 2014.

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Tom M. White, Jr.  
Chairman of the Board

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Delwin Wengert  
Clerk of the Board

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manger \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Demands \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BOS Meeting Date Requested \_\_\_\_\_

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

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Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_



### BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: DISTRICT II

Date: 06/03/2014

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 change current vacant position Administrative Assistant III to an Administrative Assistant II.

**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 \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Community Development

Date/Signature: May 28, 2014



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

CONSENT AGENDA - Consideration and possible approval to appoint Oscar Miranda as Planning and Zoning Commission member for a 4 year term.

BOS Meeting Date Requested June 17, 2014

Consent

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

Signature: 

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

## Connie Shreeve

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**From:** Tom White  
**Sent:** Wednesday, May 28, 2014 3:47 PM  
**To:** Connie Shreeve  
**Subject:** Re: Planning & Zoning Commission Member

It is ok for Mr. Miranda to represent district 2.

Sent from my iPhone

On May 28, 2014, at 9:28 AM, "Connie Shreeve" <[cshreeve@co.apache.az.us](mailto:cshreeve@co.apache.az.us)> wrote:

Mr. White, Steve Smith has been on the Planning and Zoning Commission for 4 years. He was one of the District 2 representatives. His commission expires in July of this year. Because of personal reasons, he is not able to be re-appointed.

We advertised for members of the public to apply if they were interested in serving on the commission. We received a letter of interest from Oscar Miranda stating he would like to represent District 2 on the commission.

If this acceptable to you, we would like to present his name for approval at the June 17<sup>th</sup> Board of Supervisors meeting.

Thank you for your consideration in this matter.

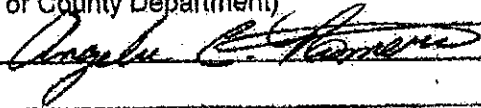
Connie Shreeve  
Apache County  
Community Development  
928.337.7526  
[cshreeve@co.apache.az.us](mailto:cshreeve@co.apache.az.us)

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

Election Department - Angela C. Romero



Date/Signature: 6/5/14

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

Elections: Request acceptance of the petitions and approve an Order of Election for reorganization of the Nutrioso Fire District #45 to a five member board.

↓ from a three member board

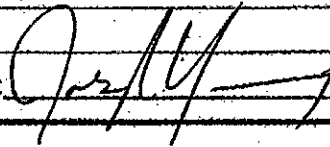
BOS Meeting Date Requested 6/17/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

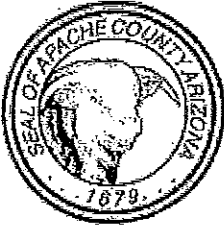
Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



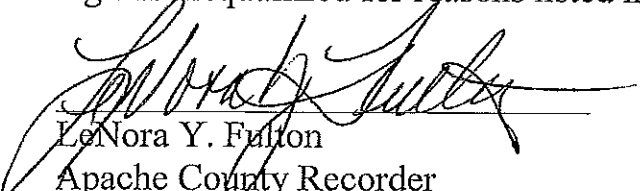
**Apache County Recorder**  
**LeNora Y. Fulton**

Wednesday, June 04, 2014

I, LeNora Y. Fulton, Recorder for the County of Apache, Arizona, do hereby certify I received photocopies of "**Petition for Reorganization of Nutrioso Fire District**" signature sheets containing 76 signatures. The signatures were compared with those on file in the voter registration records of this office and the results are as follows:

4 signers were found not to be qualified electors at the time of signing the petition, and/or for any other reason pursuant to A.R.S. § 19-121.02, therefore, their signatures were disqualified.

The attached reports list number of signers that are qualified electors and number of signers disqualified for reasons listed in ARS §19-121.01 and 19-121.02.

  
LeNora Y. Fulton  
Apache County Recorder

  
Date

Date given to Apache County Elections Director:  
Wednesday June 4, 2014

## PETITION SUMMARY REPORT

## reorganization of the fire board

Page	Status	Pending	Accepted	Rejected	Page Total
1	Accepted	0	14	1	15
2	Accepted	0	13	2	15
3	Accepted	0	14	1	15
4	Accepted	0	15	0	15
5	Accepted	0	15	0	15
6	Accepted	0	1	0	1
Petition Totals:		0	72	4	76

APACHE

PETITION PAGES REPORT

reorganization of the fire board

Page 1

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status	Reason
1	03/07/2014	TAMARA LYN BURNETT	20 CO 2015 RD, NUTRIOSO, 85932	0100010528	A	
2	03/07/2014	JENNY L NELSON	24 CO 2015 RD, NUTRIOSO, 85932	0100055497	A	
3	03/07/2014	ED D SCEWIS	23 CO 2130, NUTTIOSO		R	NOT REGISTERED
4	03/07/2014	PAUL JAY RICHARDSON	88 CO 2130 RD, NUTRIOSO, 85932	0100071166	A	
5	03/07/2014	GARY C HART	40 CO 2130 RD, NUTRIOSO, 85932	0100039854	A	
6	03/07/2014	JOANNE WITKOWSKI	40 PINE CREST ESTATES, NUTRIOSO, 85932	0100066276	A	
7	03/07/2014	TERRY LYNN FILLIPI	41451 180 HWY, NUTRIOSO, 85932	0100016753	A	
8	03/07/2014	SANDI LEE SPRINGHOWER	36 CO 2017 RD, NUTRIOSO, 85932	0100043894	A	
9	03/13/2014	REBECCAANN HILL	41861 180 HWY, NUTRIOSO, 85932	0100051793	A	
10	03/13/2014	FRANCIS KENNETH HILL	41861 180 HWY, NUTRIOSO, 85932	0100051792	A	
11	03/17/2014	MARK ANTHONY MANDILE	23 CO N2163 RD, NUTRIOSO, 85932	0100048759	A	
12	03/15/2014	NANCYLEE MANDILE	23 CO N2163 RD, NUTRIOSO, 85932	0100048760	A	
13	03/18/2014	SHERRY ANN FRENCH	12 CO 2022 RD, NUTRIOSO, 85932	0100063226	A	
14	03/20/2014	LYNN TOMCHAK CLEMMENS	54 CO 2108 RD, NUTRIOSO, 85932	0100066230	A	
15	03/21/2014	TAMMI-JO ANDERS	8 CO 2027 RD, NUTRIOSO, 85932	0100056797	A	

# PETITION PAGES REPORT

reorganization of the fire board

Page 2

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status	Reason
1	03/07/2014	MICHAEL RICHARD EDEL	25 CO N2163 RD, NUTRIOSO, 85932	0100051984	A	
2	03/07/2014	KAREN MARIE ZALESKY	23 CO N2172 RD, NUTRIOSO, 85932	0100069746	A	
3	03/07/2014	IGOR ELSA IVANOFF	85 AUGER CANYON RD, NUTRIOSO, 85932	0100008716	A	
4	03/07/2014	JAMES MICHAEL SCHURING	40 CO 2108 RD, NUTRIOSO, 85932	0100039503	A	
5	03/07/2014	MARGARET MAY BAYSINGER	39 CO 2017 RD, NUTRIOSO, 85932	0100069813	A	
6	03/07/2014	JODY MONTIERTH	2026 COUNTY RD #10		R	NOT REGISTERED
7	03/07/2014	MARY MARGARETTA KIMBALL	2 CO N2166 RD, NUTRIOSO, 85932	0100024752	A	
8	03/07/2014	JAMES LEO KIMBALL	2 CO N2166 RD, NUTRIOSO, 85932	0100024751	A	
9	03/03/2014	WILLIAM MICHAEL JACKSON	188 CO 2108 RD, NUTRIOSO, 85932	0100008337	A	
10	03/07/2014	MARILYN LOUISE HART	40 CO 2130 RD, NUTRIOSO, 85932	0100048419	A	
11	03/07/2014	ROBERT PAUL NORDMAN	4 CO 2029 RD, NUTRIOSO, 85932	0100062997	A	
12	03/08/2014	TIMOTHY JAY ZALESKY	23 CO N2172 RD, NUTRIOSO, 85932	0100069747	A	
13	03/09/2014	GAYLYNN SULLIVAN	2 CO N2000 RD, NUTRIOSO, 85932	0100009703	R	OUT OF DISTRICT
14	03/10/2014	DAVID GEORGE FRENCH, SR	47 CO 2022 RD, NUTRIOSO, 85932	0100063225	A	
15	03/14/2014	JENNIFER CAROL EDEL	25 CO N2163 RD, NUTRIOSO, 85932	0100051983	A	

# PETITION PAGES REPORT

reorganization of the fire board

Page 3

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status	Reason
1	03/07/2014	DEBORAH JOSEPHINE HOOPER	107 CO N2315 RD, NUTRIOSO, 85932	0100048948	A	
2	03/07/2014	CORNELIUS NATHAN CASTILLO	84 CO 2315 RD, NUTRIOSO, 85932	0100007636	A	
3	03/07/2014	MARYLOU WHITBY	3 CO N2167 RD, NUTRIOSO, 85932	0100024447	A	
4	03/07/2014	WAYNE AUSTIN WHITBY	3 CO N2167 RD, NUTRIOSO, 85932	0100024446	A	
5	03/07/2014	DONNA MAE NORDMAN	4 CO 2029 RD, NUTRIOSO, 85932	0100062996	A	
6	03/07/2014	COLLEEN MARIE JACKSON	188 CO 2108 RD, NUTRIOSO, 85932	0100007475	A	
7	03/07/2014	PHILLIP STEVEN CRAWFORD	12 LOS PINOS DE PAZ, NUTRIOSO, 85932	0100019232	A	
8	03/07/2014	JOHN EDWARD SENFFNER	238 CO 2108 RD, NUTRIOSO, 85932	0100060120	A	
9	03/07/2014	LEO G WITKOWSKI	40 CO 2027 RD, NUTRIOSO, 85932	0100066286	A	
10	03/21/2014	DANIEL SCHURING	40 CO 2108		R	NOT REGISTERED
11	04/02/2014	BOBBY ROLAND BULLARD	21 CO 2024 RD, NUTRIOSO, 85932	0100046738	A	
12	04/18/2014	LARISA BOGARDUS	106 CO 2180 RD, NUTRIOSO, 85932-0058	0100033885	A	
13	04/18/2014	SHARON ELAINE ASHBY-ROBINSON	30 CO N2275 RD, NUTRIOSO, 85932	0100040280	A	
14	04/18/2014	GEORGE WESLEY ROBINSON	30 CO N2275 RD, NUTRIOSO, 85932	0100040326	A	
15	04/18/2014	DAVID ALLEN LINE-DENALI	238 CO 2108 RD, NUTRIOSO, 85932	0100024705	A	

# PETITION PAGES REPORT

reorganization of the fire board

Page 4

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status	Reason
1	04/18/2014	VIRGINIA JOYCE ROGERS	87 CO 2180 RD, NUTRIOSO, 85932	0100001792	A	
2	04/19/2014	TERRANCE CURTIS KILMER	38 CO 2180 RD, NUTRIOSO, 85932	0100041305	A	
3	04/20/2014	JOHN NELSON PIERCE	9 CO N2163 RD, NUTRIOSO, 85932	0100034588	A	
4	04/30/2014	JANET DEE RORABECK	41766 180 HWY, NUTRIOSO, 85932	0100036721	A	
5	04/30/2014	WILLIAM SETH FARBSTEIN	3 CO N2170 RD, NUTRIOSO, 85932	0100037422	A	
6	05/01/2014	LAURA ANN LETENDRE	11 CO N2276 RD, NUTRIOSO, 85932	0100024704	A	
7	05/03/2014	CHRISTINA JEAN IVANOFF	85 AUGER CANYON RD, NUTRIOSO, 85932	0100033763	A	
8	05/03/2014	VERA ANN VOYLES	8 CO 2269 RD, NUTRIOSO, 85932	0100019381	A	
9	05/03/2014	DANIEL JAMES COLEMAN	19 CO N2033 RD, NUTRIOSO, 85932	0100042686	A	
10	05/03/2014	BILLY EUGENE PORTER, JR	25 CO 2027 RD, NUTRIOSO, 85932	0100047850	A	
11	05/03/2014	GEORGE NORMAN ROLLINS	41342 180 HWY, NUTRIOSO, 85932	0100039727	A	
12	05/03/2014	JAMES THOMAS BRANNAN	6 CO N2170 RD, NUTRIOSO, 85932	0100051143	A	
13	05/03/2014	SANDRA GAIL FARBSTEIN	3 CO N2170 RD, NUTRIOSO, 85932	0100037421	A	
14	05/03/2014	DONALD EARL MILLER	3 CO 2015 RD, NUTRIOSO, 85932	0100007477	A	
15	05/03/2014	DAVID JEAN MIERS	238 CO 2108 RD, NUTRIOSO, 85932	0100074746	A	

PETITION PAGES REPORT

reorganization of the fire board

Page 5

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status	Reason
1	05/03/2014	TOD ROGER WORKMAN	222 CO 2108 RD, NUTRIOSO, 85932	0100067842	A	
2	05/03/2014	GONZALO GOMEZ	137 CO 2108 RD, NUTRIOSO, 85932	0100067693	A	
3	05/03/2014	MARLA KAY FUENTES	87 CO 2180 RD, NUTRIOSO, 85932	0100071135	A	
4	05/06/2014	GARRY LYNN SCRUGGS	3 CO 2017 RD, NUTRIOSO, 85932	0100066709	A	
5	05/06/2014	MARY CATHERINE SCRUGGS	3 CO 2017 RD, NUTRIOSO, 85932	0100066710	A	
6	05/07/2014	PATRICIAAUSTIN PATTERSON	17 CO N2165 RD, NUTRIOSO, 85932	0100016957	A	
7	05/07/2014	GARNET LEVI PATTERSON, II	17 CO N2165 RD, NUTRIOSO, 85932	0100016957	A	
8	05/15/2014	RICHARD WAYNE MARKLEY	106 CO 2180 RD, NUTRIOSO, 85932-0058	0100016898	A	
9	05/15/2014	CLARE ELLEN STROM	9 CO 2028 RD, NUTRIOSO, 85932	0100067631	A	
10	05/17/2014	ELNA REED WADDLE	7 CO 2108 RD, NUTRIOSO, 85932	0100072266	A	
11	05/17/2014	KATHI A GABLE	22 CO 2180 RD, NUTRIOSO, 85932	0100051192	A	
12	05/18/2014	CHARLES RICHARD HALLIWILL	84 CO 2180 RD, NUTRIOSO, 85932	0100071265	A	
13	05/19/2014	TERRY D REIDHEAD	52 CO 2180 RD, NUTRIOSO, 85932	0100035143	A	
14	05/20/2014	BRAD RAY JENSEN	68 CO 2180 RD, NUTRIOSO, 85932	0100001783	A	
15	05/20/2014	LINDA RENAY ANDERSON	43 CO 2022 RD, NUTRIOSO, 85932	0100008226	A	
				0100055867	A	

APACHE

Processed: 06/02/2014 4:45 PM  
Printed: 06/02/2014 4:46 PM

# PETITION PAGES REPORT

reorganization of the fire board

Page 6

Line	Date	Printed Name	Address (Street address, City, Zip)	Registrant ID	Status Reason
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1	05/20/2014	STEVEN CARLANDERSON	43 CO 2022 RD, NUTRIOSO, 85932	0100055869	A
---	------------	---------------------	--------------------------------	------------	---

PETITION FOR REORGANIZATION OF NUTRISO FIRE DISTRICT TO THE BOARD OF SUPERVISORS OF APACHE COUNTY **RECEIVED**

We the undersigned, as qualified electors residing within the Nutriso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816.

MAY 21 2014

Board of Supervisors  
Apache County, AZ

Signature	Printed Name (first and last name)	Actual Address (if no street address, describe residence location)	Town or Post Office And Zip Code	Date Signe
<i>Tammy Burnett</i>	Tammy Burnett	CR 015 #20 Nutriso, AZ	PO Box 568 Alpine 85920	3/7/14
<i>Jenny Nelson</i>	JENNY NELSON	CR 2015 #24 Nutriso, AZ	PO Box 37 Nutriso	3/7/14
<i>Ed DeSena</i>	ED DeSena	23 CR 2130 Nutriso	85932	3/7/14
<i>Paul Richardson</i>	PAUL Richardson	88 CR 2130 Nutriso	PO Box 35	3-7-14
<i>Gary Hart</i>	Gary Hart	40 CR 2130 Nutriso AZ	PO Box 224	3-7-14
<i>Joanne Williams</i>	Joanne Williams	#40 County Rd 2027	PO Box 105	3-1-14
<i>Terry L. Phillip</i>	Terry L. Phillip	41451 Hwy. 180, Nutriso, AZ	PO Box 442 Alpine, AZ 85920	3/7/14
<i>Sam Sprinkover</i>	SAM SPRINKOVER	RL 2019 Nutriso, AZ	P.O. Box 366 Nutriso, AZ 85932	3/7/14
<i>Rebecca Ann Hill</i>	Rebecca Ann Hill	41861 US HWY 180 Nutriso, AZ	P.O. Box 403 Nutriso, AZ	3/13/14
<i>F. Ken Hill</i>	F. Ken Hill	41861 US HWY 180 Nutriso, AZ	P.O. Box 423 Nutriso AZ 85932	3/13/14
<i>Marc A. Mandile</i>	MARC A. Mandile	#23 County Rd 2163 Nutriso, AZ	P.O. Box 400 Nutriso AZ 85932	3/17/14
<i>Nancy Mandile</i>	Nancy Mandile	#23 CR 2163 Nutriso	PO Box 400 Nutriso	3/18/14
<i>Sheray French</i>	SHERAY FRENCH	#12 CR 2022 Nutriso	PO 415	3/18
<i>Lynn Clemmens</i>	Lynn Clemmens	#54 CR 2108 Nutriso	P.O. Box 459 Nutriso 85932	3/19
<i>Tammy Jo Anders</i>	Tammy Jo Anders	8 County Road 2027 Nutriso	PO Box 457 85932	3/21

The validity of signatures on this sheet must be sworn to by the circulator before a notary public on the back of this sheet.

We the undersigned, as qualified electors residing within the Nutrioso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816.

RECEIVED  
MAY 21 2014  
Board of Supervisors  
Apache County, AZ

Signature	Printed Name (first and last name)	Actual Address (if no street address, describe residence location)	Town or Post Office And Zip Code	Date	Signe
	Michael Edel	#25 County Rd 2163	Nutrioso AZ 85932	3-7-14	
	Karen Zalesky	23 N 2172	NUTRIOSO AZ 85932	3-7-14	
	Igor Ivanushin	85 Super Canyon Rd	NUTRIOSO AZ 85932	3-7-14	
	JAMES SUTHERLAND	40 CR 2108, NUTRIOSO	PO BOX 232 NUTRIOSO AZ 85932	3-7-14	
	Margaret Baysinger	CR 2017 #39 Nutrioso	PO BOX 272 Nutrioso 85932	3/7/14	
	Jody Montierth	2026 County RD House 10	NUTRIOSO 85932	3/7/14	
	Mary Kimball	CR 2166 lot #2	NUTRIOSO 85932	3/7/14	
	Jim Kimball	CR #2166 lot 2	NUTRIOSO 85932	3/7/14	
	William Jackson	190 CR 2108	PO BOX 918 NUTRIOSO 85932	3/7/14	
	Marilyn Hart	40 CR 2130	NUTRIOSO 85932	3-7-14	
	Robert Mandoman	#4 CR 2629 Nutrioso AZ	PO BOX 264 NUTRIOSO AZ 85932	3-7-14	
	Tim Zalesky	#23 N2172 Nutrioso AZ	PO BOX 264 NUTRIOSO AZ 85932	3/8/2014	
	Gaylyn Sullivan	#2 CR N 2000 Nutrioso AZ 85932	PO BOX 240 NUTRIOSO AZ 85932	3/9/14	
	DAVE FRENCH	CR 2022, Lot 47, house 12	PO BOX 415 NUTRIOSO AZ 85932	3/10/14	
	JENNIFER EDEL	#25 COUNTY RD 2163	NUTRIOSO AZ 85932	3/14/14	

The validity of signatures on this sheet must be sworn to by the circulator before a notary public on the back of this sheet.

PETITION FOR REORGANIZATION OF NUTRIOSO FIRE DISTRICT TO THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA:

We the undersigned, as qualified electors residing within the Nutrioso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816:

**RECEIVED**  
MAY 21 2014

Signature	Printed Name (first and last name)	Actual Address (if no street address, describe residence location)	Town or Post Office		Date
			And Zip Code	Sign	
<i>Deborah Hooper</i>	Deborah Hooper	#107 CR 2315	Box 258	85932	3-7-14
<i>Nathan Castillo</i>	Nathan Castillo	CORP 2315 # 84 Nutrioso AZ 85932	Box 91	85932	3-7-14
<i>Marylou Whitty</i>	Marylou Whitty	3 Co. Rd. N 2167	PO Box 55	85932	3-7-14
<i>Wayne Whitty</i>	Wayne Whitty	" "	" "	" "	3-7-14
<i>Donna Noedman</i>	Donna Noedman	4 CR 2029 Nutrioso AZ 85932	P.O. Box 64	85932	3-7-14
<i>Colleen Jackson</i>	Colleen Jackson	190 CR 2108 Nutrioso AZ 85932	P.O. Box 98	85932	3-7-14
<i>Phil Crawford</i>	PHIL CRAWFORD	COURT ED 2018 HOUSE 23	P.O. Box 513	FAHNE	3/7/14
<i>John Ermentrout</i>	John Ermentrout	238 County Rd #2108	P.O. Box 221	Nutrioso, AZ 85932	3/7/14
<i>Leo Witkowski</i>	LEO WITKOWSKI	#40 (T. Rd) 2027	P.O. Box 105	Nutrioso	3-7-14
<i>Daniel Schuain</i>	Daniel Schuain	#40 County Rd 2108	P.O. Box 28	Nutrioso	3-21
<i>Bob Sullivan</i>	Bob Sullivan	71 County Rd 2024	P.O. Box 385	Nutrioso	4/2/2014
<i>Larisa Bogardus</i>	Larisa Bogardus	106 CR 2186	PO Box 58	Nutrioso 85932	4/18/14
<i>Sharon Robinson</i>	Sharon Robinson	#30 N 2275	P.O. Box 369	Nutrioso	4/18/14
<i>Green W. Robinson</i>	Green W. Robinson	#30 N 2275	P.O. Box 563	Nutrioso 85932	4-18-14
<i>David Line</i>	David Line	#11 County Rd. N 2276	P.O. Box 107	Nutrioso 85932	4/15/14

The validity of signatures on this sheet must be sworn to by the circulator before a notary public on the form appearing on the back of this sheet.

We the undersigned, as qualified electors residing within the Nutrioso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816.

**RECEIVED**  
MAY 21 2014

Signature	Printed Name (first and last name)	Actual Address (if no street address, describe residence location)	Town or Post Office		Signer
			And	Zip Code	
1. Virginia J. Rogers	Virginia J. Rogers	Old Highway 2180, Home # 87	85932		4-18-04
2. Terry C. Kimer	TERRY C. KIMER	38 Co. Rd. 2180	85932		4-19-14
3. John A. Pierce	John A. Pierce	House 4 CR N-2163	85932		4/20/14
4. Janet Bockbeck	Janet Bockbeck	PO Box 307 4175 New 180	85932		4/30/14
5. William Farbsstein	WILLIAM FARBSTEN	#3 N 2170 Nutrioso	85932		4/30/14
6. Laura Lorraine Danner	Laura Lorraine Danner	#11 CR 2276 A 2 3933	85932		5-1-14
7. Christy Ivanoff	Christy Ivanoff	85 Averx Canyon Rd, Nutri	85932		5/3/14
8. Carol Vayles	VEA VOYLES	CR 2269 #8, Nutrioso	85932		5/3/14
9. Daniel Coleman	DANIEL COLEMAN	CR N2033 NUTRIOSO	85932		5/3/14
10. Billy Porter	Billy Porter	25 CR 2027 Nutrioso	85932		5/3/14
11. George N. Collins	GEORGE N. COLLINS	41342 Hwy 180-191	85932		5/3/14
12. James Braun	JAMES BRAUN	N 2170 #6 Nutrioso	85932		5/3/14
13. Denny Farbsstein	DANNY FARBSTEN	#3 N 2170 Nutrioso	85932		5/3/14
14. Don Miller	DON MILLER	#3 CR 4 RD 215 Nutrioso	85932		5-3-14
15. David Miles	DAVID MILES	#238 CTY RD 2108 Nutrioso	85932		5-3-14

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PETITION FOR REORGANIZATION OF NUTRIOSO FIRE DISTRICT TO THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA:

**RECEIVED**  
MAY 21 2014

We the undersigned, as qualified electors residing within the Nutrioso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816.


Signature	Printed Name (first and last name)	Actual Address  (if no street address, describe residence location)	Board of Supervisors	
			Town or Post Office	County, Date
<i>[Signature]</i>	Tom Webster	222 Country Road	Robert 223	95932 5/3/14
<i>[Signature]</i>	Cosita Gomez	1029 Country Rd #137	PO 428	85932 5/3/14
<i>[Signature]</i>	Martha Fuentes	PKD Highway 2180 #87	P.O. Box 283	85932 5/3/14
<i>[Signature]</i>	Garry Scraggs	#3 CR 2017	P.O. Box 355	85932 5/6/14
<i>[Signature]</i>	MARY C. SCRAGGS	#3 CR 2017	P.O. Box 355	85932 5/6/14
<i>[Signature]</i>	Trish Patterson	#19 N. 2165	P.O. Box 77	85932 5/7/14
<i>[Signature]</i>	G.L. PATTERSON	N 2165 #17	P.O. Box 77	85932 5/7/14
<i>[Signature]</i>	Richard W Markley	106 CR 2180	P.O. Box 58	85932 5/15/14
<i>[Signature]</i>	Clare E. Stron	#9 CR 2028 PO Box 240	Box 240	85932 5/15/14
<i>[Signature]</i>	Elna Waddle	#7 CR 2108	PO Box 1016	85932 5/17/14
<i>[Signature]</i>	Kathi Gable	22 CR 2180	PO Box 357	85932 5-17-14
<i>[Signature]</i>	Richard W Markley	84 CR 2180	PO Box 357	85932 5-17-14
<i>[Signature]</i>	Terry Reichard	52 CR 2180	PO Box 24	85932 5-17-14
<i>[Signature]</i>	Bradley	PO Box 2180	PO Box 96	85932 5-20-14
<i>[Signature]</i>	Linda R Anderson	2022 House #43	P.O. Box 4401	85932 5-20-14

The validity of signatures on this sheet must be sworn to by the circulator before a notary public on the form appearing on the back of this sheet.

MAY 21 2014

Board of Supervisors  
Apache County, AZ

We the undersigned, as qualified electors residing within the Nutrioso Fire District, request the fire district be reorganized as a fire district administered by a five-member board, as provided for in A.R.S. § 48-816.

Signature	Printed Name (first and last name)	Actual Address (if no street address, describe residence location)	Town or Post Office And Zip Code	Date Signed
	Steve Anderson	CR 2072 #43	85932	5-20-14
3.				
4.				
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The validity of signatures on this sheet must be sworn to by the circulator before a notary public on the back of this sheet.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

APACHE COUNTY STAMP

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

Sheriff's Office

Date/Signature: 6-9-14 

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

Approval and acceptance of AZ Department of Homeland Security grant #999100-03 for \$29,000.00 to purchase updated handheld and mobile radio equipment. This money became available to us as a reallocation of unexpended federal grant funds. This is the third installment of funding for this radio upgrade project that has standardized equipment and programming between local law enforcement agencies.

BOS Meeting Date Requested 6/17/2014

PRE-AGENDA ITEM REVIEW

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

Legal Review: SENT TO JOE YOUNG - AWAITING HIS RESPONSE

Signature: \_\_\_\_\_

Finance Review: Fund 224 1321

Signature: 

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## Beth Bond

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**From:** Joe Young <JYoung@apachelaw.net>  
**Sent:** Wednesday, June 11, 2014 6:37 AM  
**To:** Brannon Eagar  
**Cc:** Beth Bond  
**Subject:** RE: AZDOHS Grant approval

I have reviewed the grant documentation. It is valid and generally complies with the legal requirements for such documents.

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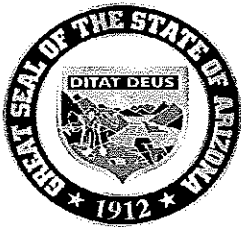
**From:** Brannon Eagar [beagar@co.apache.az.us]  
**Sent:** Monday, June 02, 2014 1:27 PM  
**To:** Joe Young  
**Subject:** AZDOHS Grant approval

Hi Joe,

Attached is the AZDOHS Grant paperwork. I would like to get it before the Board at the June 19<sup>th</sup> meeting.

Please let me know.

Brannon Eagar  
Chief Deputy  
Emergency Management Director  
Apache County Sheriff's Office  
[beagar@co.apache.az.us](mailto:beagar@co.apache.az.us)  
Cell: 928-245-6294



Governor Janice K. Brewer



Director Gilbert M. Orrantia

# State of Arizona

## Department of Homeland Security

May 22, 2014

Chief Deputy Brannon Eagar  
Apache County Emergency Management  
PO Box 518  
St Johns, AZ 85936-0518

Subject: FFY 2012 Homeland Security Grant Program Award-REALLOCATION  
Sub Grant Agreement Number: **999100-03**  
Project Title: **Multijurisdictional Communications Upgrade**

Dear Chief Deputy Brannon Eagar:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**Multijurisdictional Communications Upgrade**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$29,000**. The grant performance period is **May 1, 2014 through July 31, 2014**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

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

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. **NIMS Compliance Certification (enclosed)- New Requirement**
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before June 30, 2014 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

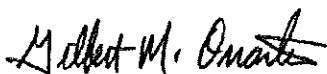
- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements,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

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

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

Congratulations on your Homeland Security Grant Program award.

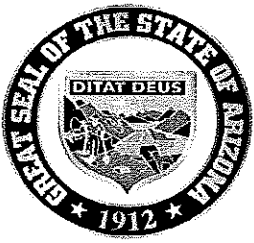
Sincerely,



Gilbert M. Orrantia  
Director

Cc: Sergeant Richard Guinn

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



# State of Arizona Department of Homeland Security



Governor Janice K. Brewer

Director Gilbert M. Orrantia

## FFY 2012 Reallocation

Dear Stakeholder:

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

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

As stated in the subgrantee agreement:

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

This form is to be signed and returned.

Grant #: **999100-03** Sub-Recipient: **Apache County Emergency Management**

Project Title: **Multijurisdictional Communications Upgrade**  
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

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

Sub-recipient Address:

Street: **PO Box 518**

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

Head of Agency: **Chief Deputy Brannon Eagar**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **928-337-4321**

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

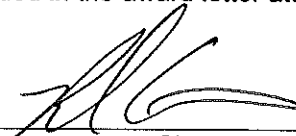
2. Organizational Type: **County Government**
3. Region or Entity: **North Region**
4. Initiative Title: **Strengthen Interoperable Communications Capabilities**
5. Total Dollar Amount Requested: **\$46,500** Total Dollar Amount Awarded: **\$29,000**
6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **1.1.0=1.1.1;1.1.2;1.1.3/5.1.0=5.1.1**
7. Identify the primary National Priority that is supported by this project from the dropdown box below:  
**National Priorities**
8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.  
**Ongoing project, initially requested and partially funded in FY2012 awards for \$59,000. Additional funding awarded in the FY2013 cycle for \$42,000. The original project was estimated at \$202,000.00, but with price stabilization and reductions over last two years some cost have decreased, some equipment has been procured locally in support of this project as well. This request will complete the transition of all portables and most of the mobiles.**
9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.  
**Not Asked**
10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.  
**Eagar Police Department, Chief Mike Hogan; Springerville Police Department, Chief Mike Nuttall; St Johns Police Department; Cmdr Webb Hogle; Apache County Sheriff's Office, Chief Deputy Brannon Eagar- 928-337-4321**

**APPROVAL PROCESS**

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

Project Point of Contact

Sergeant Richard Guinn  
 \_\_\_\_\_  
 Print Name

  
 \_\_\_\_\_  
 Signature

6/9/14  
 \_\_\_\_\_  
 Date

Strategic Planner or  
 Assistant Director Planning & Preparedness

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**This form is to be signed and returned.**

**Award Funded as follows:**

	<b>Requested Totals</b>	<b>Recommended Totals</b>	<b>Awarded Totals</b>
Equipment	\$46,500	\$29,000	\$29,000
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
<b>Award Total</b>	<b>\$46,500</b>	<b>\$29,000</b>	<b>\$29,000</b>

# NIMS Compliance Certification

Agency

APACHE COUNTY SHERIFF'S OFFICE

Grant Agreement Number

999/00-03

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

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

Yes

No

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

Yes

No

If yes, select all that are reviewed/revised

Emergency Operation Plans

All-hazard Plans

Standard Operating Procedures

Mitigation Plans

Standard Operating Guidelines

Training Plans

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

Yes

No

Do these include agreements with the private sector?

Yes

No

Do these include agreements with Non-governmental Organizations?

Yes

No

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

Yes

No

Do these include agreements with the private sector?

Yes

No

Do these include agreements with NGOs?

Yes

No

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

Yes

No

If yes, which of the following has been incorporated?

Flexibility

Resource management

Scalability

Incident command

Standardization

Multiagency coordination

Interoperability and compatibility

Public Information

## NIMS Compliance Certification

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

Yes  No

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

Yes  No

If yes, which of the following has been incorporated?

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

8. Has the jurisdiction inventoried its response assets?

Yes  No

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

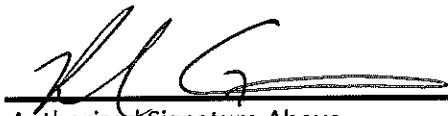
- |  |   |
|--|---|
| <input type="checkbox"/> Animal emergency response           | <input checked="" type="checkbox"/> Law enforcement           |
| <input checked="" type="checkbox"/> Emergency medical system | <input checked="" type="checkbox"/> Search and rescue         |
| <input checked="" type="checkbox"/>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

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

Yes  No

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

Yes  No



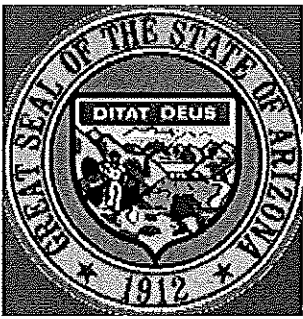
Authorized Signature Above

RICHARD GUINN, EMERGENCY SERVICES COORDINATOR

Print Name and Title Above

6/9/2014

Enter Date Above



# STATE OF ARIZONA

Department of Homeland Security

## 2012 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Apache County Emergency Management

999100-03

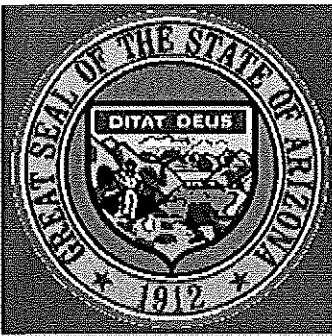
### *Application Summary*

### *Award Funded As Follows:*

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	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$46,500.00	\$29,000.00	\$29,000.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M &amp; A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$46,500.00	\$29,000.00	\$29,000.00

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

Apache County Emergency Management

999100-03

*Equipment - Budget Narrative*

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

<b>Brief Description and Utilization:</b>	this project funds the purchase of portable and mobile radios for the four local law enforcement agencies that serve Apache County. These radios will replace end of life equipment that is out dated and no longer supported by the manufacturer. the new equipment will be programmed in accordance with OECP and PSIC guidance for National Priority programming as well as the county TICP. Most importantly this equipment will give the four agencies a common communications platform and standardized programming for incident communications. All installation cost will be paid from local funding sources.
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
06CP-01-MOBL	Mobile radio, VHF, 100 watt	3	\$2,000.00	\$6,000.00	David Elenes	3	\$6,000.00
06CP-01-MOBL	Mobile radio, UHF, 100 watt	3	\$2,000.00	\$6,000.00	David Elenes	3	\$6,000.00
06CP-01-MOBL	Mobile radio, VHF Lo Band, 30 - 50 Mhz	4	\$1,500.00	\$6,000.00		0	\$0.00
06CP-01-PORT	Portable radio, VHF HI Band, 144-174 mhz, P25	20	\$700.00	\$14,000.00	David Elenes	20	\$14,000.00
06CP-01-PORT	Portable Radio, VHF Lo Band, 30-50 Mhz	10	\$1,000.00	\$10,000.00		0	\$0.00
06CP-03-PRAC	Spare battery and speaker microphone for portable radi	20	\$150.00	\$3,000.00	David Elenes	20	\$3,000.00
06CP-03-PRAC	Spare battery and spkr microphone for VHF Lo Band Por	10	\$150.00	\$1,500.00		0	\$0.00

Totals For Apache County Emergency Management Contract Number 999100-03 *Requested*      \$46,500.00    *Approved*      \$29,000.00

# SUBGRANTEE AGREEMENT-REALLOCATION

12-AZDOHS-HSGP- 999100-03

Between

The Arizona Department of Homeland Security  
And

Apache County Emergency Management

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Apache County Emergency Management

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **May 1, 2014** and shall terminate on **July 31, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**Multijurisdictional Communications Upgrade**"

and funded at \$ 29,000 (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to \$ 29,000 to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at [www.azdohs.gov](http://www.azdohs.gov). Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

**V. FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

**VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31<sup>st</sup>.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

**VII. APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfrv1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html).
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/2cfr225\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html). Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at [http://149.168.212.15/mitigation/Library/44\\_CFR-Part\\_13.pdf](http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf). U.S. Department of Homeland Security Authorized Equipment List (AEL), at <https://www.rkb.mipt.org/ael.cfm> 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

#### **National Incident Management System (NIMS)**

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) Implementation initiatives as outlined in the FOA.

#### **Environmental Planning and Historic Preservation**

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

#### **Consultants/Trainers/Training Providers**

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

#### **Contractors/Subcontractors**

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

#### **Personnel and Travel Costs**

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <http://www.gao.state.gov>.

#### **Procurement**

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, <http://www.azdohs.gov/Documents/Grants/NoncompetitiveProcurementRequestForm.xls>.

#### **Training and Exercise**

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.

- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, [HSEEP@dhs.gov](mailto:HSEEP@dhs.gov), the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

### **Nonsupplanting Agreement**

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

### **E-Verify**

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

### **Property Control**

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (CFRs). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.
- c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year. If the Capital Asset current value is equal to or greater than \$5,000 at the end of life or required project activities is discontinued, the subrecipient must request and

receive authorization from AZDOHS prior to disposition. The Equipment Disposition Request form and Guidance is located on the AZDOHS website, <http://www.azdohs.gov/Documents>.

- d) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance.
- e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
  - (1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
  - (2) Adequate maintenance procedures must be developed to keep the property in good condition.

#### **Allowable Costs**

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the FOA.

#### **VIII. DEBARMENT CERTIFICATION**

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

#### **IX. FUNDS MANAGEMENT**

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

## X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

### a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at [www.azdohs.gov](http://www.azdohs.gov). If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

### b) Quarterly Programmatic Reports are due:

**January 15** (period October 1– December 31)

**April 15** (period January 1 – March 31)

**July 15** (period April 1 – June 30)

**October 15** (period July 1 – September 30)

### c) Property Control Form – if applicable

The subrecipient shall provide AZDOHS a copy of the Property Control Form the final reimbursement request form, or no more than **forty-five (45) calendar days** after the end of the Agreement. The Property Control Form shall be updated and provide a copy to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

### d) The Grant Funded Typed Resource Report – if applicable

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report no more than **forty-five (45) calendar days** after the end of the Agreement  
<http://www.azdohs.gov/Documents/Grants/GrantFundedTypedResourceReport.xlsx>.

### e) Financial Reimbursements

**The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement.** Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after

the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

**XI. ASSIGNMENT AND DELEGATION**

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

**XII. AMENDMENTS**

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES**

**Article I – Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

**Article II - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

**Article III - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article IV - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article V - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article VI - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218,

November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

(a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(b) Procures a commercial sex act during the period of time that the award is in effect; or

(c) Uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.

**Article VII - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article VIII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

**Article IX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article X - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article XI - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article XII - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XIII - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article XIV - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article XV - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article XVI - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article XVII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf)  
and

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**Article XVIII - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XIX - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

**Article XX - Assurances, Administrative Requirements and Cost Principles**

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

**XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**XV. AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

**XVI. RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

**XVII. CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

**XVIII. THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

**XIX. AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

**XX. FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

**XXI. PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

**XXII. ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

**XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION**

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

**XXIV. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply

with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

**XXV. RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

**XXVI. LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

**XXVII. NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

**XXVIII. SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

**XXIX. SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

**XXX. ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

**XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

**XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

**XXXIII. INDEMNIFICATION**

To the extent permitted by law, 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.

**XXXIV. TERMINATION**

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

**XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

**XXXVI. PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

**XXXVII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

**XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

**XXXIX. SPECIAL CONDITIONS**

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

**XL. NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

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

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at [www.azdohs.gov](http://www.azdohs.gov).

The AZDOHS shall address all notices relative to this Agreement to:

\_\_\_\_\_  
Enter Title, First & Last Name above

\_\_\_\_\_  
Enter Agency Name above

\_\_\_\_\_  
Enter Street Address

\_\_\_\_\_  
Enter City, State, ZIP

**XLI. IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

**FOR AND BEHALF OF THE**

\_\_\_\_\_  
Enter Agency Name above

\_\_\_\_\_  
Authorized Signature above

\_\_\_\_\_  
Print Name & Title above

\_\_\_\_\_  
Enter Date above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Gilbert M. Orrantia  
Director

\_\_\_\_\_  
Date

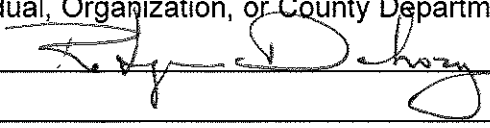
*(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)*

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

ASSESSOR'S OFFICE



Date/Signature: 6-3-2014

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

THE ASSESSOR'S OFFICE RESPECTFULLY REQUESTS APPROVAL OF AN IGA BETWEEN APACHE COUNTY ASSESSOR'S OFFICE AND COCONINO COUNTY ASSESSOR'S OFFICE FOR DATA PROCESSING CONSULTING AND ASSISTANCE FOR A PERIOD OF TWO (2) YEARS AT A COST OF \$44,800 PER YEAR. JOE YOUNG, WITH THE COUNTY ATTORNEYS OFFICE HAS REVIEWED THE CONTRACT AND RESUME AND HAS FOUND NO ISSUES WITH EITHER.

BOS Meeting Date Requested 6-17-14

**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: 

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

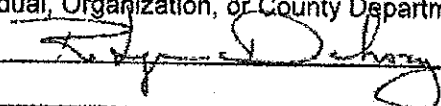
Signature: \_\_\_\_\_

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

Date/Time stamp:

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

ASSESSOR'S OFFICE



Date/Signature: 6-3-2014

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

THE ASSESSOR'S OFFICE RESPECTFULLY REQUESTS APPROVAL OF AN IGA BETWEEN APACHE COUNTY ASSESSOR'S OFFICE AND COCONINO COUNTY ASSESSOR'S OFFICE FOR DATA PROCESSING CONSULTING AND ASSISTANCE FOR A PERIOD OF TWO (2) YEARS AT A COST OF \$44,800 PER YEAR. JOE YOUNG, WITH THE COUNTY ATTORNEYS OFFICE HAS REVIEWED THE CONTRACT AND RESUME AND HAS FOUND NO ISSUES WITH EITHER.

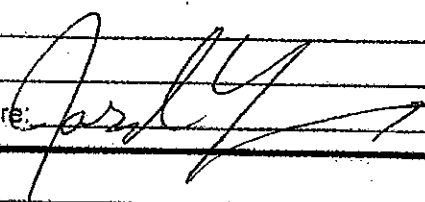
BOS Meeting Date Requested 6-17-14

**PRE-AGENDA ITEM REVIEW**

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

Legal Review:

Signature:



Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

**INTERGOVERNMENTAL AGREEMENT**

Between

The Apache County Assessor's Office

And

The Coconino County Assessor's Office

This Intergovernmental Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Apache County Assessor's Office ("Apache County"), and the Coconino County Assessor's Office ("Coconino County"), (together the "Parties"), for the purpose of providing consulting services.

WHEREAS, the Parties are each authorized by A.R.S. § 11-952 enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies; and

WHEREAS, Apache County is required by A.R.S. § 42-13004(A) to use data processing systems prescribed by the Department of Revenue; and

WHEREAS, Apache County is authorized by A.R.S. § 42-13004(B) to contract with another county for consulting services to facilitate the use of required data processing systems; and

WHEREAS, Coconino County has the staff and expertise necessary to meet the requirements of the Department of Revenue; and

WHEREAS, the Parties contract hereunder in compliance with A.R.S. § 42-13004 for the provision of consulting services to facilitate property taxation functions for both Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth below, the Parties agree as follows:

**1.0 DURATION**

The term of this Agreement shall be twenty four (24) months, beginning on July 1, 2014 (the Effective Date). This Agreement may be renewed for additional terms upon the written approval of the Parties.

**2.0 RESPONSIBILITIES**

2.1 Coconino County shall provide Apache County with data processing consulting and assistance in accordance with A.R.S. § 42-13004. The data processing consulting and assistance shall be provided for the purpose of facilitating Apache County's property tax functions and may be changed by Coconino County from time to time.

- 2.2 Coconino County shall, as a component of its consulting services, respond to any subpoena related to a valuation or classification appeal to the Arizona Tax Court.
- 2.3 Apache County shall furnish all information required by Coconino County to the Coconino County Assessor's Office in a form and manner in accordance with the request made by the Coconino County Assessor's Office. Coconino County shall not be responsible for Apache County's failure to comply with statutory or administrative deadlines where consulting services are completed on or before a mutually agreeable deadline.
- 2.4 Apache County shall furnish to the Coconino County Assessor's Office remote access and a password for access to the Tyler System that includes sufficient security access to perform the required data processing services.

### **3.0 FINANCING**

- 3.1 Consulting services shall be billed in the amount of \$44,800 per year. A description of consulting services provided by Coconino County is included in Exhibit A. Consulting services shall commence upon the Effective Date.
- 3.2 The cost of consulting services shall be budgeted by Apache County and payment shall be due and payable in installments of thirty (30) day increments. On or before the 5<sup>th</sup> of each month, Coconino County shall provide to Apache County an invoice for the previous month, including a description of the consulting services provided.
- 3.3 Payments are delinquent if not paid within thirty (30) days of the applicable due date and may be cause for termination of this Agreement.
- 3.4 Apache County agrees to pay for mileage, lodging per diem, and meal per diem for any travel associated with consulting services at the rate set out in the State of Arizona Travel Policy published by the Arizona General Accounting Office. Payment for travel time, mileage, lodging per diem, and meal per diem shall be due and payable immediately upon receipt of invoice therefore.

### **4.0 TERMINATION**

- 4.1 This Agreement may also be terminated upon thirty (30) days' written notice by either party. Upon early termination of this Agreement, a final invoice shall be provided by Coconino County to Apache County on, or before, the 5<sup>th</sup> day of the month following the termination. A final invoice produced due to an early termination shall pro-rate the 30-day portion of the \$44,800 based on the number of days for which consulting services were provided.
- 4.2 In addition to the early termination provision in Section 4.1, this Agreement shall terminate automatically if Apache County does not provide to Coconino

County the information necessary to complete the consulting services described in Section I(A) of Exhibit A within thirty (30) days of the Effective Date.

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Non-Availability of funds**

Every obligation of Coconino County under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Coconino County at the end of the period for which funds are available. No liability shall accrue to Coconino County in the event this provision is exercised, and Coconino County shall not be obligated or liable for any future payments or damages as a result of termination under this paragraph.

### **5.2 Non-Discrimination**

Apache County shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Apache County shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

### **5.3 Record and Audits**

Pursuant to A.R.S. § 35-212, § 25-215, and §41-2548, all books, accounts, reports, files and other records related to this Agreement shall be subject, at all reasonable times, to inspection and audit by Coconino County during the term of this Agreement and for five (5) years after the termination of this Agreement.

### **5.4 Conflict of Interest**

This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of contracts by political subdivisions of the state.

### **5.5 Third Party Antitrust Violations**

Apache County assigns to Coconino County any claim for overcharges resulting from antitrust violations to the extent that such violations concern

materials or services supplied by third parties toward fulfillment of this Agreement.

### **5.6 Immigration Laws**

The Parties agree to comply with all provisions of Executive Order 2005-30, ensuring compliance with federal immigration laws by employees and contractors.

### **5.7 Limitations**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties or as requiring the Parties to expend any sum in excess of its appropriations.

## **6.0 DISPUTE RESOLUTION**

### **6.1 Meet and confer process**

In the event that Coconino County or Apache County believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within thirty (30) days of the date of service of said request.

### **6.2 Notice of Disagreement**

If the complaining party is not satisfied with the result of the meet and confer process, the complaining party may provide written notice to the other party that identifies and describes any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and sets forth the action required to remedy the alleged violation. A Notice of Disagreement must be provided within thirty (30) days of the meet and confer process.

### **6.3 Response to Notice of Disagreement**

Within thirty (30) days of service of a Notice of Disagreement, recipient shall provide a written response either denying or admitting the allegations set forth in the Notice of Disagreement and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in § 6.4 below.

### **6.4 Binding Arbitration Procedure**

Subject to prior compliance with the Meet and Confer process set out above in § 6.1 and the Notice and Response processes in §§ 6.2 and 6.3, either party has the right to initiate binding arbitration to resolve any dispute arising under this Agreement. The arbitration shall be conducted in accordance with the following procedures:

- 6.4.1 The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall be selected pursuant to such rules; provided that s/he must be a licensed attorney, knowledgeable in property taxation. The Parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration
- 6.4.2 The arbitration shall be held in Coconino County, Arizona, unless otherwise agreed on by the Parties. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance on the terms and conditions of this Agreement. The arbitrator shall not have the power to award punitive damages. The provisions of Arizona Code of Civil Procedure are incorporated into, and made a part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.
- 6.4.3 If either Party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.
- 6.4.4 The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

## **6.5 Enforcement**

Any award in arbitration held pursuant to § 6.4 may be enforced by bringing an action in the Superior Court for Coconino County.

## **7.0 INDEMNIFICATION**

Apache County will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless Coconino County and/or any of its agents,

officials and employees from any and all claims, demands, suits, proceedings, losses, costs and/or damages of every kind and description, including attorney's fees and/or litigation expenses which may be brought or made against or incurred by Coconino County on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Apache County, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Apache County and/or its subcontractors or claims under similar such laws or obligations.

### **8.0 FORCE MAJEURE**

No Party to this Agreement shall be held responsible for delay or default caused by terrorism, natural disasters, riots, acts of God and/or war which is beyond the reasonable control of the Parties.

### **9.0 SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

### **10.0 AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties.

### **11.0 MERGER**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter

### **12.0 NOTICES, REPORTS, & CORRESPONDENCE**

All notices, reports, and correspondence shall be sent to:

Apache County Assessor  
75 W. Cleveland St.  
St. Johns, AZ 85936

Coconino County Assessor  
110 E. Cherry Avenue  
Flagstaff, AZ 86001

**13.0 SIGNATURE AUTHORITY**

This Agreement is effective upon the signature of the last Party to execute the agreement, and the agreement may be executed in counterparts.

**APACHE COUNTY ASSESSOR'S OFFICE**

\_\_\_\_\_  
Chairperson, Apache County Board of Supervisors

ATTEST

\_\_\_\_\_  
Clerk of the Apache County Board of Supervisors

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

\_\_\_\_\_  
Deputy County Attorney

Dated this \_\_\_ day of \_\_\_\_\_,  
2014.

**COCONINO COUNTY**

\_\_\_\_\_  
Chairperson, Coconino County Board of Supervisors

ATTEST

\_\_\_\_\_  
Clerk of the Coconino County Board of Supervisors

APPROVED AS TO FORM AND  
WITHIN THE AUTHORITY OF THE  
COUNTY

\_\_\_\_\_  
Deputy County Attorney

Dated this \_\_\_ day of \_\_\_\_\_,  
2014.

**Exhibit A**  
**Description of Consulting Services Provided**

- I. Define Staff Roles, Responsibilities and Creation of Organizational Chart
  - A. Consult with Assessor and staff to define roles and responsibilities for each position within the Assessor's office and develop an organizational chart.
  - B. Coordinate and work with County personnel to configure Eagle Assessor software to support the above defined organizational structure.
  - C. Provide consulting services to define and utilize the Eagle Assessor workflow tools to improve efficiencies for appraisal and assessment administration functions.
  - D. Provide assistance to complete data processing and statutory requirements to designated staff members using Eagle Suite of Software
  
- II. Notice of Value Production
  - A. Advise in the production of Real and Personal Property rolls, including the Annual Notice of Value (NOV) and September Notice of Change Supplemental Notice.
  - B. Coordinate and work with designated County personnel to validate data and post accounts.
  - C. Coordinate form slide design and changes.
  - D. Coordinate and work with designated County personnel for the printing and mailing of the Notice(s) with print vendor.
  
- III. Annual Levy Limit Calculation
  - A. Coordinate and work with designated County personnel to valid data and post accounts.
  - B. Assist designated County personnel to prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheet as defined by statute.
  - C. Assist designated County personnel to prepare data and estimate of Personal Property Roll required to produce the Levy Limit Worksheets for the County Fire Districts.
  - D. Assist in the data exchange with the Property Tax Oversight Commission.
  - E. Assist designated County personnel in publishing Abstract of Assessment and Levy Limit Worksheet to all applicable recipients.
  
- IV. February Abstract of Assessment
  - A. Work with designated County personnel to validate data and balance abstract.
  - B. Work with designated County personnel to publish Abstract of Assessment to all applicable recipients.

- C. Work with designated County personnel to publish Abstract of Assessment in required format for the Arizona Department of Revenue.

V. System Setup, Annual Reappraisal Cycles

- A. Assist designated County personnel with all roll and property type setup.
- B. Work with designated County personnel to maintain, update and test specific modules required to accurately calculate a market value for all property types.
  - 1. Models include land, commercial, residential, mobile home and extra features
- C. Work with designated County personnel to perform table maintenance, validate model calculations and statutory requirements.
- D. Work with County personnel to update market adjustment tables, depreciation tables, and other tables as needed.
- E. Work with designated County personnel in conjunction with the Arizona Department of Revenue to develop, load and test coefficients as prescribed by statute.
- F. Work with designated County personnel for system setup for Personal Property, including table maintenance, personal property 520's and depreciation factors.

VI. Tax Roll Processing

- A. Coordinate and work with designated County personnel to validate account data, tax area code and authority data.
- B. Coordinate and work with designated County personnel to validate and enter tax rates annually.
- C. Assist designated County personnel to prepare and calculate annual tax roll for real and personal property to be posted to the Treasurer for collection and disbursement.
- D. Assist designated County personnel to act as inter-department point(s) of contact for resolution of issues that arise during tax season.

VII. Annual Calendar of Events

- A. Coordinate and work with County personnel to complete all responsibilities as needed to meet statutory requirements as outlined in the Annual Calendar of Events for all property types.

VIII. Legislative Changes

- A. Work with County personnel to review annual legislative changes and identify modifications required thereby for business practice and system requirements.
- B. Work with County personnel to communicate required system modifications, timelines and deadlines to system vendor.

C. Provide guidance, planning and direction for implementation of modifications as defined by the Arizona Legislature to County personnel.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

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

Michael B. Whiting, Apache County Attorney

Date/Signature: \_\_\_\_\_

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

County Attorney: Discussion and possible approval of Arizona Criminal Justice Commission Victim Assistance Grant, #VA-15-017 in the amount of \$23,339.00, awarded for FY15.

BOS Meeting Date Requested June 17, 2014

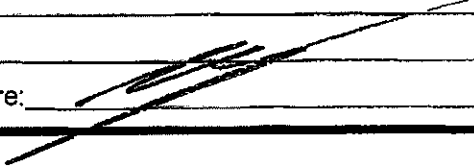
**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

*6-11-14*

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-15-017  
State Funded Grant Program

This Grant Agreement is made this 4<sup>th</sup> day of June, 2014, 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, 2014 and terminate on June 30, 2015. 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	\$15,131.00
Fringe Benefits (for salaries/overtime)	\$8,208.00
Overtime	Not Approved
Professional & Outside/Consultant & Contractual Services	Not Approved
Travel In-State	Not Approved
Travel Out-of-State	Not Approved
Match	\$23,339.00
Operating Expenses:	
Supplies	Not Approved
Registration/Training	Not Approved
Other	Not Approved
Equipment	
Capital	Not Approved
Noncapital	Not Approved
<b>TOTAL</b>	<b>\$46,678.00</b>
Positions Funded:	
Legal Coordinator (.18)/Legal Secretary III (.21)/Legal Secretary I (.15)	

7. It is agreed and understood that the total to be paid by the COMMISSION under this Agreement shall not exceed \$23,339.00 in state funds. The matching amount for this award is **\$23,339.00**.
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 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):

<b>ACTIVITY REPORTS</b>	
<b>Report Period:</b>	<b>Due Date:</b>
Annual Report (July 1, 2014 – June 30, 2015)	August 15, 2015

<b>FINANCIAL REPORTS</b>			
<b>Report Period:</b>	<b>Due Date:</b>	<b>Report Period:</b>	<b>Due Date:</b>
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.

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.

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.  
**Link:** <http://www.acjc.state.az.us/ACJC.Web/Grants/civilrights/default.aspx>
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)  
[http://azcjc.gov/pubs/home/021104\\_Manual\\_GrantReferenceManual.pdf](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. 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.
50. 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.
51. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation sheet.
52. 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)**

1. Grant funds shall be used in accordance with A.A.C. R10-4-201 through R10-4-204.

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

Printed Name and Title

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

A.R.S. §11-201

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

**FOR CRIMINAL JUSTICE COMMISSION:**

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

Date



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.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Presentation by Steven Eddy, Tucson Electric Power: Update on UNS Energy Corporation being acquired by Fortis and the transaction and benefit of the change.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOS Meeting Date Requested 6-17-14

PRE-AGENDA ITEM REVIEW

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature: \_\_\_\_\_

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

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Craig Sullivan will brief the Board in regard to the activities of the County Supervisors Association, including a discussion of the recent legislative session.

BOS Meeting Date Requested June 17<sup>th</sup>

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

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**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

date/time stamp

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

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

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

Notification of the Arizona Association of Counties Conference on June 25 & June 26, 2014 at the JW Marriott Desert Ridge Resort, 5300 E. Marriott in Phoenix, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance.

BOS Meeting Date Requested \_\_\_\_\_

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**PRE-AGENDA ITEM REVIEW**

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

Legal Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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Finance Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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Other Review: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

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

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