



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

May 6, 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**

May 6, 2014

1. Discussion and possible approval to close District libraries on Saturday, May 24, 2014, Saturday, July 5, 2014 and Saturday, August 30, 2014 due to low demand for library services on these holiday weekends.
2. Discussion and possible approval to accept a donation in the amount of \$1,436.20 from the Salt River Project Booster's Association through the agency of the United Way of Northern Arizona. There are no conditions attached to this donation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
May 6, 2014**

1. Discussion and possible approval to pay \$13,366 to Braun Northwest to cover the taxes and change orders required for the build of the new transport vehicle.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY BOARD OF SUPERVISORS MEETING
May 6, 2014**

1. Ryan McCreery, Kinder Morgan: Update on the CO2 Pipeline Project.
2. Forest Supervisor Jim Zornes, Apache Sitgreaves National Forest: Update on Forest activities and fire conditions.
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member 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 April 15, 2014 and April 22, 2014.
- *B. Request approval of demands dated April 15, 2014 to May 6, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.

Community Development Department:

- *C. Request approval to re-appoint Dick Bruneau to the Board of Adjustments and Appeals for another 4 year term and appoint Michael Schacht as a new member to serve a 4 year term.

Personnel Items

- *D. District II: Discussion and possible approval to convert a currently vacant Road Maintenance Worker I (range 18) to a Roads Inspector (range 30) and fill the vacancy.

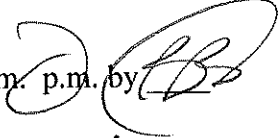
4. Engineering Department: Discussion and possible approval to enter into an Intergovernmental Agreement IGA/JPA 14-004011-I between AZ Department of Transportation and Apache County for pavement striping. Total cost of the project is \$120,000 and will be at no cost to the County.
5. Engineering Department: Discussion and possible action regarding Bid#201401 for a water truck for District III.
6. Malena Bazarro, Grants Manager: Discussion and possible approval of the Arizona State Forestry Agreement WBB1 10-601 for bark beetle mitigation in the Crosby Acres Subdivision of Greer, Arizona. This project is not to exceed \$59,100 in grant funds and requires no matching funds.
7. Malena Bazarro, Grants Manager: Discussion and possible approval of the Technical Assistance Contract between Northern Arizona Council of Governments (NACOG) and Apache County for environmental assessment of the City of St. Johns' Community Development Block Grant (CDBG) Mountain View Water Line Project that will be administered by Apache County.
8. Sheriff's Office: Discussion and possible authorization to accept the Governor's Office of Highway Safety DUI Abatement Grant Program (DUIAC-E-027) in the amount of \$20,000 and will support personnel services (overtime) and ERE's. This program will enhance DUI enforcement and education and requires no matching funds.
9. Apache County Emergency Management: Discussion and possible authorization to enter into a Cooperative Intergovernmental Agreement with the Arizona State Forester. The purpose of this Agreement is to provide mutual emergency assistance and cooperation between the Arizona Land Department through the State Forester, Forestry Division (the State) and Apache County.
10. District III Supervisor: Discussion and possible action on returning the "Call to the Public" to the lead position on the Apache County Board of Supervisors meeting agenda as first order of business after the Pledge and Prayer, or other District agendas.
11. District III Supervisor: There shall be a short presentation, by Mr. Brad Grower, on live streaming options for the County Board of Supervisors as an improved communication tool, followed by discussion and possible action. District III Supervisor requests the attendance of Apache County Communications and Information Technology Departments for questions and dialogue.
12. County Manager: Discussion and possible approval of a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management, Socorro Field Office and Apache County establishing the County as a Cooperating Agency working with the BLM for the purpose of preparing the Lobos CO2 Pipeline Project Environmental Impact Statement.


13. County Manager: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.06 (A) (3) discussion and possible action pertaining to the draft Alternative Environmental Impact Statement (EIS) proposed by the District III Supervisor and the draft Environmental Impact Statement (EIS) prepared by the Ad Hoc Stakeholders Coalition Committee that is being proposed by the Eastern Counties Organization (ECO) Association.

14. Notification of a work session on the following:
 - A. Office of Emergency Management along with Steve Bold from the Arizona Department of Emergency Management will provide a work session involving all Apache County Elected Officials and Department Heads regarding the Continuity Of Operations Plan (COOP).

 - B. Work session on the Fiscal Year 2014-2015 Budget.

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: 4/30/14 at 3:00 a.m. p.m. by 


Delwin Wengert, Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date: 04/23/2014 Signature: 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 to close District libraries on Saturday, May 24, 2014, Saturday, July 5, 2014 and Saturday, August 30, 2014 due to low demand for library services on these holiday weekends.

Date & Time Needed: May 6, 2014

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Library District

Date 04/23/2014 Signature: Judith M. Pepple

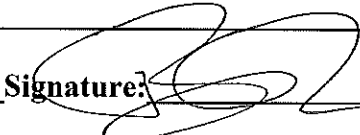
Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to accept a donation in the amount of \$1436.20 from the Salt River Project Boosters Association through the agency of The United Way of Northern Arizona. There are no conditions attached to this donation.

Date & Time Needed: May 6, 2014

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: 

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Jail District

Date: 04/21/14 Signature: Michael Cirivello

Describe in detail what you want to say to the Board and what action you want the Board to Approve The Apache County Jail District is requesting approval to pay the payment of 13,366.41 to Braun Northwest to cover the taxes and change orders required for the build of the new transport vehicle

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

Beth Bond

From: Michael Cirivello
Sent: Monday, April 21, 2014 6:54 AM
To: Beth Bond
Subject: Fw: Final Payment for the New transport truck

Beth please review this agenda item and see if it needs any changes, thanks

Sent via DroidX2 on Verizon Wireless™

-----Original message-----

From: Ryan Patterson <rpatterson@co.apache.az.us>
To: Michael Cirivello <mcirivello@co.apache.az.us>
Sent: Mon, Apr 21, 2014 13:32:54 GMT+00:00
Subject: RE: Final Payment for the New transport truck

Please consider this email as my signature.

Ryan N. Patterson, C.P.A.

Finance Director
Apache County
P.O. Box 428
St. Johns, AZ 85936
(928)337-7634
Fax (928)337-7600

From: Michael Cirivello
Sent: Thursday, April 17, 2014 6:31 PM
To: Ryan Patterson; Brannon Eagar
Subject: Final Payment for the New transport truck

Here is the agenda request. Please make changes as you need, thanks

Cmdr. Michael Cirivello
Apache County Sheriffs Office
mcirivello@co.apache.az.us
P.O.Box 518
St. Johns Az 85936
928-337-7662

Beth Bond

From: McCreery, Ryan <Ryan_McCreery@kindermorgan.com>
Sent: Monday, March 31, 2014 7:43 AM
To: Beth Bond
Subject: RE: Kinder Morgan Presentation

Beth,

Let's confirm May 6th for our presentation. Thank you!

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Monday, March 24, 2014 3:48 PM
To: McCreery, Ryan
Subject: RE: Kinder Morgan Presentation

Ryan, no meeting on April 29th it would be May 6th and if I need to move it to that date I sure can..

Beth Bond

Apache County
Assistant Clerk of the Board
928-337-7502

From: McCreery, Ryan [mailto:Ryan_McCreery@kindermorgan.com]
Sent: Monday, March 24, 2014 1:43 PM
To: Beth Bond
Subject: RE: Kinder Morgan Presentation

Beth,

Do you guys also have availability on 4/29? Now a possible conflict with 4/15. Thanks.

From: Beth Bond [mailto:bbond@co.apache.az.us]
Sent: Monday, March 24, 2014 11:04 AM
To: McCreery, Ryan
Subject: RE: Kinder Morgan Presentation

Thanks so much!!

Beth Bond

Apache County
Assistant Clerk of the Board
928-337-7502

From: McCreery, Ryan [mailto:Ryan_McCreery@kindermorgan.com]
Sent: Monday, March 24, 2014 9:03 AM

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Date/Signature: May 6th Agenda

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

Jim Zornes update on Forest
Activities & Fire Restrictions

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: _____

Signature: _____

Other Review: _____

Signature: _____

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

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

April 15, 2014
St. Johns, Arizona

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

Chairman White called to order the Board of Supervisors meeting at 8:34 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Bonnie Weller gave the invocation.

Michael Whiting led the Pledge of Allegiance.

Brad Traver, Petrified Forest Superintendent provided a presentation on opening new lands within the Petrified Forest National Park and the work being done at the park. No action was needed or taken.

Mr. Wengert presented the Consent Items A-D and recommended approval. **Mr. Shirley moved approval seconded by Mr. White.** County Manager/Clerk of the Board: A. Request approval of minutes dated March 27, 2014, April 1, 2014 and April 3, 2014. B. Request approval of demands dated April 1, 2014 to April 15, 2014. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process. Payee Amount ANDERSON RESOURCE GROUP INC 1,865.24 AZ COUNTIES INSURANCE POOL 3,453.21 BILLS DISCOUNT AUTO PARTS (NAPA) 1,650.43 BOB BARKER COMPANY INC 2,458.05 BRADCO 2,672.56 BROWN, DEVIN R 1,005.27 CDW GOVERNMENT LLC 1,059.27 COURTESY CHEVROLET 30,920.97 DEMATTEO, JOHN JOSEPH 1,724.64 ELLER EXECUTIVE EDUCATION 1,500.00 EMPIRE MACHINERY 7,639.32 FERRELLGAS 3,173.77 FRONTIER 4,539.43 GOLIGHTLY TIRE 1,066.35 GTI 21,915.00 HATCH CONSTRUCTION 10,792.22 INGRAM LIBRARY SERVICES 2,524.64 K9 CONSULTANTS OF AMERICA LLC 2,500.00 L R INVESTIGATIONS LLC 1,090.00 LATHAM, MICHAEL 1,800.00 NATIONAL BUSINESS FURNITURE 1,090.38 NAVAJO TIMES PUBLISHING COMPANY INC 1,632.96 NAVOPACHE ELECTRIC COOPERATIVE 2,433.86 OVERDRIVE INC 2,746.97 PRO COMM 2,656.22 QUILL CORP 5,042.43 SALSBURY INDUSTRIES 1,131.70 SIERRA PROPANE 2,643.89 STAFFNIK, JAMES G 1,050.00 TGI SYSTEMS LLC 16,000.00 THE AARONS COMPANY LLC 3,000.00 THE LIBRARY STORE INC 1,119.09 THORNHILL, JAMES DEWEY 2,320.00 TJP COMMUNICATIONS 2,341.50 US POSTMASTER 6,026.00 VERITAS RESEARCH CONSULTING 1,080.00 VERIZON WIRELESS 1,011.44 WELLS FARGO BANK 1,872.70 WHITE MOUNTAIN PUBLISHING CO 7,726.73 WHITING, GARRET LEE 1,800.00 WHITING, MICHAEL B 1,800.00 YOUNG, JOSEPH 7,750.00 APACHE COUNTY MEDICAL 148,002.00 APACHE COUNTY TAX WITHHOLDING 131,371.49 AZ STATE RETIREMENT SYSTEM 85,355.07 COLONIAL LIFE AND ACCIDENT INS 1,291.45

CORRECTIONS OFFICER RET PLAN 8,793.52 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,205.93 MUTUAL OF OMAHA 1,288.42 NATIONWIDE 1,605.00 PUBLIC SAFETY PERSONNEL 401 13,825.82 PUBLIC SAFETY SHERIFF RET 31,356.34 SECURITY BENEFIT GROUP 1,371.00 SUPPORT PAYMENT CLEARINGHOUSE 2,554.58 TRINITY SERVICES GROUP INC 14,318.91 A-1 GLASS AND MIRROR INC 1,472.21 AMIGO CHEVROLET 3,923.80 AZ BOILER COMPANY INC 1,665.01 AZ DEPT OF HEALTH SERVICES 1,140.00 AZ DEPT OF RISK MANAGEMENT 2,295.56 AZLGEBT 293,881.32 BACK TO LIFE INC 16,740.00 BRADCO 4,663.70 BREWER LAW OFFICE PLLC 2,200.00 CENTRAL ARIZONA SUPPLY 1,488.07 CRESCENT ELECTRIC SUPPLY CO 1,207.62 DELL COMPUTER CORPORATION 12,899.85 DEMCO 4,290.97 EASTERN ARIZONA COUNTIES ORGANIZATION EAC 6,000.00 HILLYARD INC 2,548.26 INCLUSIONS SOLUTIONS LLC 2,749.67 J & J SIGNS AND DESIGNS 1,695.50 KB WELDING INC 1,918.56 KTNM RADIO STATION 1,680.00 LAWSON PRODUCTS INC 1,694.01 LOWES COMPANIES INC 4,565.55 NACO 10,525.00 NAVOPACHE ELECTRIC COOPERATIVE 6,759.73 ON THE MEND ON THE MOVE PHYSICAL THERAPY 1,624.00 PERFECT PRINTZ LLC 2,870.02 PITNEY BOWES 1,175.04 QUILL CORP 4,579.40 REED, SHAWN R 6,699.20 SECURUS TECHNOLOGIES INC 1,857.93 ST JOHNS CITY 1,593.95 TAYLOR LAW OFFICE PC 1,166.00 TJP COMMUNICATIONS 2,311.00 TYLER TECHNOLOGIES INC 3,955.00 US DEPARTMENT OF AGRICULTURE 7,793.97 US GEOLOGICAL SURVEY 11,200.00 US POSTMASTER 8,292.76 VERITAS RESEARCH CONSULTING 3,420.00 WILLIAMS GC NEWSPAPERS INC 1,431.49 WILLIAMS LAW GROUP PLLC 8,500.00 C. Request approval of a Special Event Liquor License for the Alpine Business Association for the Alpine Country Blues Festival, located at 42665 Highway 180 in Alpine, Arizona on June 20 & 21, 2014. School Superintendent's Office: D. Request authorization to use donation money from Navajo Tribal Utility Authority in the amount of \$125.00 for the Annual Teacher of the Year event. Mr. Weller stated that he would be abstaining from the vote because he did not have an opportunity to fully study the demands or the process leading up to the demands. Motion passed 2-0 with Mr. Weller abstaining from the vote.

Chief Deputy Sheriff Brannon Eagar, requested approval to enter into a Cooperative Law Enforcement Agreement with the USDA/Forest Service Apache-Sitgreaves National Forest in the Amount of \$10,120.00 with no matching funds required and is an ongoing Grant. Chief Eagar stated that the Sheriff's office has had this grant for several years and provides for overtime for a deputy to patrol the forest during busy weekends during the summer at no cost to the County. **Mr. Shirley moved approval.** Mr. Weller stated that he is opposing this agreement. **Mr. White seconded the motion.** Mr. Weller stated that he has concerns with the agreement and feels there is wording that is inappropriate; that it states these are National Forest Service lands and should read National Forest Service administered lands or managed lands and he would hope that the County Supervisors of the sovereign nation of the Navajo Nation would have issue with that as well. Mr. Weller stated that the agreement references a cooperating law enforcement agreement that was not included with the grant backup material and believes the County should be segregating itself from any funding from the federal government towards law enforcement so we don't lead ourselves toward the situation like just took place in Nevada where a sheriff refused to respond to a citizen's request for protection to stand between the federal government and the citizen and nearly escalated into a violent confrontation. Mr. Weller stated that he hoped Chief Eagar would make a public statement that (the sheriff's office) would always respond to

stand between the federal government's law enforcement capabilities and stop it before it get to the citizens. Chief Eagar stated that the Sheriff has the authority to deputize anyone he sees fit in his county and the forest service's law enforcement has come to the sheriff's office multiple times requesting to be deputized and Sheriff Dedman has always refused to do that. Chief Eagar stated that there is a working relationship with them which has nothing to do with being tied to any funding. Mr. Weller stated that he understands that has been the history to this point and he is not making any accusations; he just hasn't seen the documentation associated with this grant and he will raise issue on a regular basis with any funding that comes from the federal government towards law enforcement and asked Chief Eagar to think about that because he wants to protect the citizens of the county. Mr. Weller stated that if we had our lands back and could utilize the lands appropriately, we could start building the economic base to build the sheriff's department and the educational systems in the county. Mr. Weller stated that he stands for not bringing that funding into this County any longer and will be voting against the grant. Motion passed 2-1 with Mr. Weller voting nay.

Chief Deputy Sheriff Brannon Eagar requested approval to enter into an Agreement for Services with LeadsOnline, an online reporting and criminal investigation system for receiving data for use by law enforcement. Chief Eagar stated the cost is \$2,238 and will be paid using RICO funds. Chief Eagar stated this program is used to track stolen items that are pawned or scrapped and is a beneficial tool for law enforcement with burglaries and copper wire theft. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Ryan Patterson, Finance Director, requested approval of the amendments to the Finance Department's Purchasing Policy regarding professional services such as engineering & surveying services, software consultants, architects, etc. **Mr. Shirley moved approval** Mr. Weller stated he will be opposing the policy amendments and wanted to discuss the issue. **Mr. White seconded the motion.** Mr. Weller stated that this is an unneeded reduction in the powers of the Board and believes it is critical to the Board's powers and ability to analyze (the contracts). Mr. Weller stated that approval of contacts is infrequent and is not a burden to be brought before the Board for approval and is the Board's responsibility to stay in touch with the professional services going on within the County and he opposes a reduction to the Board's powers. Mr. Wengert stated that it is not the intent to reduce the Board's authority it is only to reduce administrative work for the Board and to allow the Board to concentrate on contracts and policies and this amendment to the policy is to allow for services below \$20,000 and anything above that would go before the Board. Mr. Wengert stated that the amount could be reduced to an even smaller amount if the Board wanted. Mr. Weller stated that he has seen evidence that is suspicious in the fact that the small quantities of purchasing could be spread out and is concerned that this threshold could be skirted at times and the Board should have close scrutiny on professional services contracts. Mr. Shirley stated that this can be changed at any time and sees no problem with the amendment. Motion passed 2-1 with Mr. Weller voting nay.

Michael Whiting, County Attorney, requested approval to convert a vacant Attorney I position to an Attorney II position and hire James Parker at a salary of \$73,834. **Mr. Shirley moved approval, seconded by Mr. White.** Mr. Weller asked Mr. Whiting if hiring Mr. Parker would increase the services to the Board in the civil area. Mr. Whiting responded that an Attorney I resigned and Mr. Parker will replacing that attorney and will be primarily a criminal prosecutor.

Vote was unanimous.

Mr. Wengert presented notification of the Governor's Proclamation designating April as County Government Month and there are several departments that are doing activities related to the proclamation. No action was needed or taken.

Mr. Wengert provided a presentation regarding legislative updates on the HURF and PILT funds. No action was needed or taken.

Mr. Wengert requested approval of the renewal of the Agreement between Apache County and Veritas Research Consulting to serve as the Apache County Natural Resource Coordinator. Mr. Wengert stated that a couple changes include the new effective date and the new cost amounts. **Mr. Weller moved approval, seconded by Mr. Shirley.** Mr. Weller stated that Mr. Shamley has done tremendous work in dealing in many areas associated with state and federal government related to natural resources issues and this new contract is actually a reduction in cost. Mr. White asked if Eastern Counties Organization (ECO) is doing the same thing as Mr. Shamley. Mr. Wengert stated that Apache County is part of ECO and we pay dues in the amount of \$6,000 a year and the legislature has a program that funds projects in each county and that money is passed back to ECO to administer projects and there is a lot of analysis, research and reports that are provided that are in a similar manner as Mr. Shamley provides. Mr. Weller stated that Mr. Shamley looks out specifically for Apache County resources. Mr. White stated that he is concerned with the costs associated with this. Motion passed 2-0 with Mr. White abstaining.

Mr. Wengert presented the item for possible approval of an agreement with Veritas Research Consulting to prepare a "Gap" analysis for the Apache County Natural Resources Plan at a not to exceed cost of \$9,000 provided through a grant to the Eastern Arizona Counties Association at no cost to the County. **Mr. Shirley moved approval, seconded by Mr. Weller.** Vote was unanimous.

Dale Hauser provided an update on the surplus items offered at public auction and presented an overview of the auction process. Mr. Weller stated that he had asked for the written procedures and has not received it and asked if it was available. Mr. Hauser stated that there are procedures and is in the process of adding it to the fixed asset policy and expects that to come to the Board in the near future. Mr. Weller and Mr. White asked for the procedure as it is now to be sent to them. Mr. Weller also asked how the funds are tracked from the sale to the deposit. Mr. Hauser provided an overview of the process and stated that in the past 7 months of the program, total sales have been approximately \$83,000. No action was needed or taken.

Mr. Wengert presented notification of the Small Counties Forum meeting on April 16, 2014 at 6:00 p.m. at the County Supervisors Association Building (CSA), 1905 W. Washington Street in Phoenix, and the County Supervisors Association meeting on April 17, 2014 at 10:00 a.m. at the County Supervisors Association building, 1905 W. Washington Street in Phoenix. Also notification of the Northern Arizona Council of Governments (NACOG) meeting on April 24, 2014 at 9:00 a.m. at the High Country Conference Center, 201 West Butler Avenue, in Flagstaff, Arizona, where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

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

Approved this 6th day of May, 2014.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

April 22, 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 8:32 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chief Deputy Sheriff Brannon Eagar requested approval to enter into Stage 1 Fire Restriction upon Board approval effective April 22, 2014. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding including the approval of the resolution as well. **Mr. Weller amended his motion to approve the Resolution and to enter into Stage 1 Fire Restrictions, seconded by Mr. Shirley.** A discussion was held regarding the recent precipitation in the White Mountains. Vote was unanimous.

Resolution # 2014-07
**A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY,
ARIZONA, DECLARING STAGE 1 FIRE RESTRICTIONS DUE TO SEVERE
TEMPERATURES AND EXTREME FIRE DANGER**

WHEREAS, Apache County Board of Supervisors has previously enacted Ordinance 2014-05 establishing the Apache County Outdoor Fire Ordinance detailing restrictions and punishments in certain situations of high fire danger, and;

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2014-05, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on April 22, 2014.

APACHE COUNTY BOARD OF SUPERVISORS

**By: /s/ Tom White
Chairman of the Board**

ATTEST:

/s/ Delwin Wengert, Clerk of the Board

Mr. Wengert presented notification that Senator Flake will be touring the White Mountains on April 22, 2014. He will fly into the Springerville Airport, 905 W. Airport Road in Springerville, Arizona to visit with local elected officials from approximately 10:00 a.m. to 10:20 a.m. at the Airport. Two or more members of the Apache County Board of Supervisors may be in attendance at the meeting. No action was needed or taken.

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

Approved this 6th day of May, 2014.

Tom M. White, Jr.
Chairman of the Board

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: _____

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: Community Development

Date/Signature: April 22, 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 re-appoint Dick Bruneau to the Board of Adjustment and Appeals for another 4 year term and appoint Michael Schacht as a new member serving a 4 year term.

BOS Meeting Date Requested May 6, 2014

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

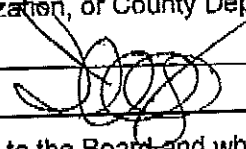
Apache County Board of Supervisors AGENDA ITEM REVIEW FORM

date/time stamp

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

District II

Date/Signature: April 15, 2014



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

Request review and approval to convert a currently vacant Road Maintenance Worker I (range 18) to a Roads Inspector (range 30) and fill the vacancy.

BOS Meeting Date Requested 05/06/14

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)

Engineering

Date/Signature: 4/21/14 Samu Herrin

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

permission to enter into an IGA agreement between
AZ Dept. of Transportation and Apache County IGA/JPA 14-0004071-1

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: _____

Signature: _____

Other Review: _____

Signature: _____

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

Tamie Herrick

From: Tamie Herrick
Sent: Wednesday, April 09, 2014 3:47 PM
To: Tamie Herrick
Subject: FW: JPA 14-0004011 Dist H Apache County SH610 03D 01C rev
Attachments: JPA 14-0004011 Dist H Apache County SH610 03D 01C rev.docx

From: Joe Young [<mailto:JYoung@apachelaw.net>]
Sent: Wednesday, April 09, 2014 12:31 PM
To: Ferrin Crosby
Subject: RE: JPA 14-0004011 Dist H Apache County SH610 03D 01C rev

The contract is generally fair, and complies with legal requirements of agreements of its type.

ADOT CAR No.: IGA/JPA 14-0004011-I
AG Contract No.: 14-0004011
Project: Pavement Marking Upgrade
Section: Various Apache County
Roadways
Federal Project No.: AAP-0(203)T
ADOT Project No.: SH610 03D 01C
TIP/STIP No.: AAP 14-009D/14-009
CFDA No.: 20.205 Highway Planning
and Construction
Budget Source Item No.: n/a

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
APACHE COUNTY

THIS AGREEMENT is entered into this date _____, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and APACHE COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Congress has established the Highway Safety Improvement Program (HSIP) as a core Federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the County have identified systematic improvements within the County as eligible for this funding.
 4. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include the upgrade from painted to thermoplastic pavement striping and markings of approximately 144,496 lineal feet on the following roadways in Apache County:
 1. South Mountain from the Town limits to US 60 and Maricopa Road from HWY 180 to Coconino Street in the Town of Springerville;
 2. State Route 180-191 continuing along 7th South to 24th West going north along 24th to 15th North going east along 15th to 13th West and south to 7th South in the City of St. Johns;
 3. Main Street in the Town of Eagar;
 4. Apache County Road 4162 in Apache County.The State will advertise, bid, and award the Project.
-

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and to authorize such Federal funds for the Project pursuant to Federal law and regulations. The State shall be the designated agent for the County, if the Project is approved by FHWA and funds for the Project are available.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH610 03D (scoping/design):

Federal-aid funds @ 100%	\$ 34,000.00
Subtotal – Scoping/Design*	\$ 34,000.00

SH610 01C (construction):

Federal-aid funds @ 100%	\$ 86,698.00
Subtotal – Construction**	\$ 86,698.00

Summary:

Total Federal Funds	\$ <u>120,698.00</u>
TOTAL Project Cost	\$ 120,698.00

* (ADOT Project Management & Design Review (PMDR) fee is included)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the County is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the County, if the Project is approved by FHWA and funds for the Project are available.

b. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for design and construction. Request the maximum federal funds programmed for this Project, including ADOT contract administration costs. Should costs exceed the maximum federal funds available it is understood and agreed that the County will be responsible for any overage.

c. Upon authorization by FHWA, with the aid of the County, the State shall proceed to advertise for, receive and open bids, subject to the concurrence of the County to whom the award is made, and enter into a contract(s) with firms(s) for the installation of the Project.

d. Be granted, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements.

e. Notify the County that the Project has been completed and is considered acceptable, coordinating with the County as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

f. Not be obligated to maintain said Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The County will:

a. Upon execution of the Agreement, designate the State as authorized agent for the County.

b. Review design plans, specifications and other such documents and services required for the construction bidding and installation of the Project. Provide design review comments to the State as appropriate.

c. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

e. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

f. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing.

i. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The County, in regard to the County's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the County and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the County, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will

provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services.

ADOT – FMS
 Attn: Cost Accounting Administrator
 206 S 17th Ave. Mail Drop 204B
 Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

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

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
 Joint Project Administration
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, Arizona 85007
 (602) 712-7124
 (602) 712-3132 Fax

Apache County Engineering
 J. Ferrin Crosby P.E. County Engineer
 PO Box 238
 St Johns, AZ 85936
 (928)337-7528
 fcrosby@co.apache.az.us

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

APACHE COUNTY

STATE OF ARIZONA

Department of Transportation

By _____
TOM M. WHITE JR.
Chairman, Board of Supervisors

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

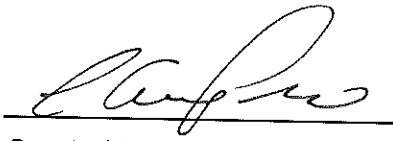
By _____
DELWIN WENGERT
County Clerk

ATTORNEY APPROVAL FORM FOR THE APACHE COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the APACHE COUNTY an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 16 day of April, 2014.



County Attorney

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

date/time stamp

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

ENGINEERING

Date/Signature: 4/29/14

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

PERMISSION TO AWARD BID #201401.

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 _____



*Office of
Apache County Engineer*
P.O. Box 238, St. Johns, AZ 85936
fcrosby@co.apache.az.us

J. Ferrin Crosby, P.E.
County Engineer

Telephone: 928-337-7528
Facsimile: 928-337-2062

July 1, 2013

BOARD OF SUPERVISORS:

Enclosed is the bid tabulation for Bid# 201401 (Dist III water truck).

EMPIRE MACHINERY	\$ 89,760.00
------------------	--------------

It is the recommendation of the engineer's office not to award the bid.

Thank you

Dale Hauser

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazarro, Grants Management

Date/Signature: 4/14/14

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

Request review and approval of AZ State Forestry Agreement WBB¹⁰₁₁-601 for bark beetle mitigation in the Crosby Acres subdivision of Greer, AZ. This project is not to exceed \$59,100 in grant funds.

BOS Meeting Date Requested 5/6/14

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 _____

Arizona State Forestry Grant Agreement No. WBBI ¹⁰ 11-601
Western Bark Beetle Initiative Program

This grant agreement ("Agreement") is entered into by and between the ("Grantee") Arizona State Forestry Division ("State Forestry" or "State") and ("Sub-grantee"), Apache County (DUNS #82897786), pursuant to the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, as amended, Public Law 101-624.

I. PURPOSE OF AGREEMENT

State Forestry is a primary recipient of grant funds provided by the USDA Forest Service to assist in the advancement of forest resources management; forest insect and disease management, urban and community forestry, development and transfer of new and improved fire control technologies, organization of shared fire suppression resources, forestry resources planning, conservation of forest land, and achievement of a number of other goals for the use and protection of forest lands. This agreement is a sub-award of those federal grant funds authorized under Arizona Revised Statute 37-622.

The Catalog of Federal Domestic Assistance (CFDA) Number is **10.664, Cooperative Forestry Assistance**, U.S. Department of Agriculture, Forest Service.

II. SCOPE OF WORK

Compensation is contingent upon Sub-grantee fulfilling the Scope of Work and project commitments as identified in the Grant Application (Attachment A) and as amended by the approved Detailed Project Plan (Attachment B).

III. PROGRAMATIC CHANGES

Sub-grantee shall obtain prior approval for any changes to the scope of objectives of the approved project, key personnel, or transfer of substantive programmatic work to another party.

IV. TERM OF AGREEMENT

This Agreement shall be effective immediately upon signature by all parties and will terminate on **September 30, 2014** unless otherwise terminated or modified pursuant to the terms herein.

V. COMPENSATION AND MATCHING INVESTMENT

Grant funds may be utilized for up to **82%** of the total cost of this program. A contribution by the Sub-grantee for an additional **Cost Share Match of 18%** of the total cost of the program is required (including contributions of third parties). Support documentation outlining project costs including cost share match is required.

Compensation under this agreement shall be on a reimbursement basis, shall not exceed the total eligible costs of the project, and total compensation (federal portion) **shall not exceed \$59,100.00**

Only costs for those project activities approved in (1) the initial award, or (2) approved modifications thereto, are allowable. All payments are contingent upon the availability of funds and reimbursement by the United States Department of Agriculture, Forest Service.

Reimbursement payments will be made to the Sub-grantee after State Forestry receives reimbursement from the USDA Forest Service, normally within ninety days of receipt of the reimbursement request and required documentation.

VI. ELIGIBLE COSTS

Eligible costs must be incurred during the Term of the Agreement, conform with the General Provisions of this Grant Agreement (Attachment C) and all other provisions identified herein, and be submitted to State Forestry along with detailed supporting documentation. This is a reimbursable grant program. Support documentation must show dates and amounts of all expenses (See Attachment D).

Purchase of Capital Equipment (equipment costing more than \$5,000 per unit price) is **NOT allowed** under this agreement.

This is an award of Federal financial assistance and is subject to the Office of Management and Budget (OMB) Circulars A-102 as implemented by USDA regulations 7CFR3015, 7CFR3016, 2CFR170, 2CFR225, 2CFR215 as implemented by USDA regulations 7CFR3019, and OMB Circular A-133 as implemented by USDA regulation 7CFR3052. All Federal and Sub-grantee matching/cost-share contributions are subject to all relevant OMB Circulars. All project expenditures are subject to the Single Audit act of 1984 and payments shall adhere to the Federal Cash Management Improvement Act (CMIA).

VII. ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It shall be the sole responsibility of the Sub-grantee to establish and document both accounting and administrative control procedures for their organization. Such procedures shall be followed to ensure grant funds are being tracked and spent in accordance with all applicable laws and with the terms of the grant agreement/award. Sub-grantee accepts full liability for resources administered through the grant.

VIII. AUDIT REQUIREMENTS

SINGLE AUDIT ACT OF 1984: All project expenditures are subject to the Single Audit act of 1984 and all relevant Office of Management and Budget (OMB) Circulars including OMB Circular A-133 . Sub-grantees are subject to audit if their share of federal financial assistance is \$500,000 or more for a single fiscal year. Federal financial assistance includes reimbursements under this award and all other financial assistance originating from any agency of the federal government during the Sub-grantee's fiscal year. Sub-grantee will be required annually to report compliance with this requirement.

ARS 35-181.03. Sub-grantee must also comply with applicable ARS 35-181.03 provisions for financial and compliance audits.

In the event that an audit determines that unallowable costs have been charged to the grant and funds have been disbursed to the Sub-grantee, then the Sub-grantee accepts full liability and must pay back all costs incurred and deemed unallowable. Any audit involving a Federally-funded grant shall provide a copy of the audit report to the Federal Audit Clearinghouse managed by the Census Bureau within 30 days after receipt from auditor or nine months from the close of their fiscal year, whichever is earlier.

IX. PROCUREMENT REQUIREMENTS

All procurement activities shall be in compliance with Uniform Administrative Requirements applicable to the sub-recipient organization. For State and Local Governments, this includes OMB Circular A-102 as implemented by USDA regulations 7CFR3016. For Non-Profit Organizations and Institutions of Higher Education, this includes OMB Circular A-110 (2 CFR 215) as implemented by USDA regulations 7CFR3019. All Sub-grantees are responsible for developing, documenting, and adhering to their own established procurement activities that include both administrative and accounting controls.

X. REPORTING REQUIREMENTS

Sub-grantee shall monitor the performance of the grant activities to ensure that performance goals are being achieved. Sub-grantee shall provide detailed grant/project accomplishments in quarterly reports to State Forestry no later than 30 days after the end of each calendar quarter, or as requested by State Forestry. Performance reports shall follow the format identified in Attachment E or as may be revised by State Forestry.

Reports will contain information on the following:

- A comparison of actual accomplishments to the goals established for the period and for the entire program or project.
- Output of the project that can be readily expressed in numbers, such as acres of forest treatment, number of citizens served, or other similar activities. A computation of cost per unit of output may be required where applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Financial/Reimbursement requests may be submitted quarterly or more often if necessary. Reimbursement requests shall follow the format as identified in Attachment E or as may be revised by State Forestry.

Financial/Reimbursement requests may be held for processing until quarterly accomplishment/performance reports are current.

A final accomplishment report with mapping, if required, and all financial/reimbursement requests and required documentation shall be provided at completion of the grant project, but no later than 30 days after end of grant term.

All accomplishment and financial reports shall be submitted to the State Forestry contact as identified below in Section XII (NOTICES)

Sub-grantee shall immediately notify State Forestry of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

XI. PRINCIPAL CONTACTS.

NOTE: Principal contact should be one contact person responsible for overseeing all elements of the grant project including but not limited to accounting, administrative and field portions of the project.

Each party certifies that the individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Sub-grantee Fiscal Contact:

Malena Bazarro, Grants Manager
PO Box 428
Saint Johns, Arizona 85936
928-337-7639
mjaramillo@co.apache.az.us

Principal Sub-grantee Programmatic Contact:

Malena Bazarro, Grants Manager
PO Box 428
Saint Johns, Arizona 85936
928-337-7639
mjaramillo@co.apache.az.us

Principal Arizona State Forestry Contact:

John Richardson, Forest Program Coordinator
1110 West Washington, Suite 100
Phoenix, Arizona 85007
602-771-1420
JohnRichardson@azsf.gov

XII. NOTICES

Any and all reports, notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, or sent by e-mail to the parties at their respective addresses as set forth immediately below:

<u>STATE FORESTRY</u>	<u>SUB-GRANTEE</u>
<p>John Richardson Forest Program Coordinator Arizona State Forestry Division 1110 West Washington, Suite 100 Phoenix, AZ 85007</p> <p>JohnRichardson@azsf.gov</p>	<p>Malena Bazarro Grants Manager Apache County PO Box 428 Saint Johns, AZ 85936</p> <p>mjaramillo@co.apache.az.us</p>

XIII. AWARD CLOSEOUT

Sub-grantee shall close out the grant within 30 days after expiration or notice of termination. If this award is closed out without audit, Arizona State Forestry and the U.S. Forest Service reserve the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

XIV. AUTHORITY

Sub-grantee shall have the legal authority to enter into this agreement and the institutional, managerial, and financial capability to ensure proper planning, management, accounting and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

XV. ATTACHMENTS

The following Attachments are part of this Agreement:

- A. Project Application
- B. Detailed Project Plan
- C. General Provisions
- D. Documentation of Expenses
- E. Quarterly Report and Invoice Format

Additional Certifications (require separate signatures):

- AD1048** - USDA Form AD-1048 Debarment Certification
- Lobbying** - USDA Lobbying Certification

ATTACHMENT A

**Project Application
(Cover Sheet)**

Western Bark Beetle Initiative
2014 Grant Application-ASFD

FOR OFFICIAL USE ONLY	
Dollar Amount Requested:	\$59,600
Matching Share:	\$13,000
Percent (%) Matching	17.91%

Applicant Information															
1	<table border="1"> <tr> <td>Applicant:</td> <td>Apache County</td> </tr> <tr> <td>Contact Person:</td> <td>Malena Bazurto</td> </tr> <tr> <td>Address:</td> <td>PO Box 428</td> </tr> <tr> <td>City/Zip Code:</td> <td>Saint Johns, AZ 85936</td> </tr> <tr> <td>Phone (Work/Cell):</td> <td>928-337-7639 / 928-551-4137</td> </tr> <tr> <td>Email:</td> <td>mbazurto@co.apache.az.us</td> </tr> <tr> <td>Fax:</td> <td>928-337-7592</td> </tr> </table>	Applicant:	Apache County	Contact Person:	Malena Bazurto	Address:	PO Box 428	City/Zip Code:	Saint Johns, AZ 85936	Phone (Work/Cell):	928-337-7639 / 928-551-4137	Email:	mbazurto@co.apache.az.us	Fax:	928-337-7592
Applicant:	Apache County														
Contact Person:	Malena Bazurto														
Address:	PO Box 428														
City/Zip Code:	Saint Johns, AZ 85936														
Phone (Work/Cell):	928-337-7639 / 928-551-4137														
Email:	mbazurto@co.apache.az.us														
Fax:	928-337-7592														

Project Information				
2	Name of Project:	Crosby Acres 2		
	Community Name:	Greer, AZ		
	County:	Apache	Congressional District:	5
	Latitude (decimal degrees):	34-04.417N	Longitude (decimal degrees):	109-27.961W

Grant Contributors (Matching Share)								
(Federal dollars DO NOT qualify)								
Please specify each match contributor and the dollar amount of each contribution.								
Please DO NOT show grant requested funds in this table. This is for matching share only.								
3	Contributors: (Please specify)	Apache County	Property Owners	Greer Fire				TOTAL
	Dollars (Hard Match):		\$5,000	\$0	\$0	\$0	\$0	\$5,000
	In-Kind (Soft Match):	7500.	0	\$500	\$0	0	\$0	\$8,000
	TOTAL:	\$7,500	\$5,000	\$ 500	\$ 0	\$ 0	\$ 0	\$13,000

Total Project Expense (break down matching share totals from block three)					
4		Grant Share (\$ Amount Requested)	Match (from block three)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$9,000	0	\$2500	\$11,500
	Operating:	\$750	\$0	\$0	\$ 750
	Travel:	\$350	\$0	\$0	\$ 350
	Contractual Services:	\$49,500	\$5,500	0	\$55,000
	Equipment:	\$0	\$0	5,000	\$5,000
	Indirect Costs:	\$0	\$0	\$0	\$ 0
	TOTAL:	\$59,600	\$5,500	\$7,500	\$72,600

Project Summary (check all that apply and answer related questions in appropriate box)			
Is this a new project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Can this project be completed by September 30, 2014? (Priority) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
What is the duration of this project? (36 month maximum) 4 months			
5	Number of acres to be treated:	50	Estimated cost per acre: \$1,100.00
Are the acres to be treated contiguous (adjacent to each other)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please describe their layout in block six (6).			
Does this project have a current forest management or stewardship plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach the plan to this application.			
Is this project managed by a professional land manager? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please provide qualifications in block six (6).			
Number of communities directly affected by this project:		1	
Number of citizens to be reached:			
Number of residences affected:			

Project Area Description	
All information for the project should fit into the allotted character space provided below. Addendum may be submitted if more space is needed.	
6	<p>Provide a brief overview of the project and the project area. 2500 characters</p> <p>The proposed project is within the Crosby Acres Subdivision in Greer, Arizona. The area saw some treatment in December 2013. There is significant bark beetle activity that has caused tree mortality in the area. There is at least 50 acres left of treatment needed in the area. Due to timing restraints, not all property owners were able to take advantage of the grant funds. We have a 'waiting list' of ready projects. The east side of Greer was burned during the Wallow Fire and the continued treatment of Crosby Acres can ensure protection from an inevitable second burn in the area. All of the County right of ways were thinned in Crosby Acres in an effort to provide seamless treatment.</p>
	<p>Briefly describe the qualifications of the person(s) managing this project. 500 characters</p> <p>Malena Bazaruto, Grants Manager for Apache County will be the financial and reporting manager on the project. Ms. Bazaruto has successfully managed over 500 acres of thinning over the last two years. Doyel Shamley, Natural Resources Coordinator for Apache County is a contractor to the County and brings a timber background to the project. Mr. Shamley will be primarily responsible for communication with contractors and residents and collecting data for reporting purposes.</p>

Project Goals and Objectives

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

Provide a brief description of how this project meets the grant objectives and goals. 1500 characters

7

With the help of State Forestry, a prescription and monitoring/maintenance plan will be written for this project. Due to the overwhelming attraction of beetles to the post wildfire areas, there is a significant need to remove infested, dead, and dying trees. Proper thinning of the proposed site will reduce beetle habitat and improve the health of trees that will remain. The main objective of treatment will be to remove 'beetle' trees and secondly reducing number of trees per acre to decrease fire risk. Marketable sized trees will be sold to local mills to decrease treatment costs. All slash will be chipped and hauled to Green Waste or donated to the Apache County Fair. There is a real need to continue treatments in the Greer area. Apache County plans to continue seeking funding for projects adjacent to Crosby Acres.

Scope of Work / Project Timeline

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

Provide a brief scope of work which clearly describes how grant funds will be spent: Types of treatments proposed, primary bark beetle(s) & host of concern & any information & education activities. (This should be more specific than the project description) 1500 characters

8

The grant will fund travel and a meeting with residents on the effects of bark and pine engraver beetles and protecting properties from infestation, along with information on the Crosby Acres project. The project area consists primarily of ponderosa pine. Those pines with significant beetle damage will be cut and removed to the green waste site. To prevent the beetles from migrating out of cut trees, all slash will be chipped before hauling. Upon completion of the project, forest health can be improved and thinning to the adjacent Forest Service project complimented. Grant funds will be used to cover thinning costs at an estimated \$1,100 per acre. Some cost will be reduced through marketable timber removed by the contractor. Residents that participate in the program will be responsible for 10% of total thinning costs on their properties up to \$1100 per acre. Administration and management of the project will be grant funded for no more than 100 hours at \$45 per hour for two administrators. This work includes payments, data collection, outreach, reporting, travel, assessment, and scheduling necessary to project completion. travel will be billed at .555 cents per mile at 90 miles per trip totalling \$350.

Provide a timeline for the project. 1000 characters

By May 1st an executed contract will be in place. A community meeting will take place for Greer residents. After the meeting we will begin scheduling site visits. Residents will hire their contractor after a site visit and landowner agreement are in place. Site inspection will be made after work is complete to document treatment. A report will be made to State Forestry June 15th, updating progress and billing for charges incurred.
September 15- final billing and closeout report will be made to State Forestry.
September 2014-December 2015 Continued monitoring of the project site by Apache County Natural Resources.

Collaborative Elements and Partners

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

9 **Specify the private, local, tribal, county, state, federal and/or non-governmental 501(c) 3 organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, funding, etc.).**

2000 characters

Apache County has worked to collaborate with various agencies and businesses in the area. State Forestry will be a main source of technical support. Contractors will cut and remove all identified 'beetle' trees in Crosby Acres. Highway 373 is an Arizona Department of Transportation maintained roadway. Apache County will provide a dump truck and operator for slash removal and temporary roadway signage. Costs are estimated at \$145 per day for the dump truck. Dump truck operator costs will be reported as in-kind to the project for labor at \$12.00 per hour not to exceed \$1,000. This will allow reduced hauling costs associated with the project. Apache County will provide roadway signage and traffic control in order to ensure safety and keep traffic conflicts to a minimum. The signage costs will be reported as in-kind to the project estimated at \$1,500. Mark Wade, Greer Fire Chief, has agreed to donate his time to co-host the community meeting and provide information to property owners. His time is valued at \$35.00 per hour and in-kind to the project estimated at \$500 in labor expenses. The businesses and Community Center/Library in Greer will continue to be outlets for information related to any mitigation projects in the area. An additional \$250 will be allocated in grant funds for the purchase of flagging to mark trees and printing of information for distribution.

Project Longevity / Maintenance

All information for the project should fit into the allotted character space provided below.
Addendum may be submitted if more space is needed.

10 **Clearly demonstrate how this project will remain effective over time.** 2000 characters
Doyel Shamley, Natural Resource Coordinator, will document the project site and determine the prescription's effectiveness. The maintenance plan would include prescribed fire on the project site at 1, 3, and 5 years post-treatment. Through a partnership agreement with Apache County, Arizona Prescribed Fire Council, and State Forestry Conservation Crew. This agreement would provide funding, technical support, continued monitoring, and labor in order to secure longevity and maintenance of the project.

ATTACHMENT B
(Cover Sheet)

Detailed Project Plan – Subject to State Approval
(Include specific planned accomplishments, detailed project budget, and time line)

Arizona State Forestry – Project Budget Worksheet

Project: Crosby Acres 2

Total Project Budget (by expense type)				
Budget Detail	Grant Share (\$ Amount Requested)	Match		TOTAL
		Dollars	In-Kind	
Administrative Labor:	\$9,000	\$0	\$2,500	\$11,500
Project Labor:	\$0	\$0	\$500	\$ 500
Fringe Benefits:	\$0	\$0	\$0	\$ 0
Travel:	\$350	\$0	\$0	\$ 350
Equipment:	\$0	\$0	\$0	\$ 0
Supplies:	\$250	\$0	\$0	\$ 250
Contractual:	\$49,500	\$5,500	\$5000	\$60,000
Other:	\$0	\$0	\$0	\$ 0
TOTAL:	\$59,100	\$5,500	\$8,000	\$72,600

Budget Narrative
<p>Provide a brief explanation of each budget item. Include an explanation for items that will be reimbursed by grant funds and those that will be provided as project match (add additional pages if needed).</p> <p>Grant Funds: Administrative labor will cover two project managers at \$45/hour for a total of 100 hours each. Administration will cover payment processing, data collection, outreach, reporting, property assessments and scheduling related to project monitoring and completion. Travel expenses will be billed at 55.5 cents per mile. Travel costs are not to exceed \$350 or 630 miles over the life of the project. Greer is a 90 mile round trip from St. Johns and rate has been based on that mileage. Contractual expenses will cover the actual thinning costs incurred by property owners. Residents can be reimbursed at 90% of \$1100 per acre of treatment. This totals 50 acres of treatment and resident contributions of at least \$5,500. Supplies will total \$250 for tree flagging and printing costs.</p> <p>In-Kind: Administrative/labor in-kind support will come from the Greer Fire Departments' help valued at \$500. Greer Fire will co-facilitate community meetings and assistance with community outreach. Another \$1500 will come from Apache County for signage along highway 373. The project will be taking place during tourist season and we want to ensure safety of extra truck and equipment traffic. The remaining \$5,000 in contractual in-kind will come in the form of timber sales, and dump truck operating expenses for hauling of slash and chips to green waste. Most of the chipped material will go to the Apache County Fair for livestock bedding. Fair is the first week of Septmber so the timeline matches perfectly to haul material to the fair site in Saint Johns. Dump truck and operator is estimated at \$265 per day. An estimated two weeks will be allocated to County dump truck useage.</p>

Upon receipt of funding, Doyel Shamley and Malena Bazarto will conduct a public meeting in Greer. The meeting will notify property owners of the funds available for property thinning and include bark beetle education. The projected timeline for scheduled property treatment will be outlined and questions or concerns may be addressed at that time. Private properties in the Crosby Acres subdivision are the priorities of this project. Mr. Shamley and Ms. Bazarto will work closely with the Greer fire Chief to conduct public information meetings and assess properties for treatments. These efforts will be done in May and June 2014. Flyers will be printed and posted at local businesses in Greer. Information packets will be available at the library and fire station. Local, licensed tree fallers will be included in the public meetings and their information given to property owners. A strong effort will be made to contact vacant private property owners. Treatment of these properties is essential to beneficial treatment outcomes. Residents are required to schedule a property assessment with one of the project managers (Bazarto and/or Shamley). The assessment is coordinated with local Fire District Chief and Forest Service FIREWISE Personnel. The initial visit will consist of 'before' pictures and general treatment scope utilizing the thinning and defensible space guidelines. A landowner agreement and W-9 form will be completed and returned to project manager. After site assessment and documentation is in place, a contractor can be hired. Owners are eligible for reimbursement only if a licensed contractor is hired to treat the property. Funding will be set aside for your each parcel through a purchase order with an estimated number of acres at \$1100 per acre. A follow-up assessment will be done to verify completeness of treatment with pictures of treatment site.

Once treatment is verified, invoices can be sent in for reimbursement less 10% that the property owner is required to match. This information can be mailed or scanned and emailed. The library staff is available to help residents get this information turned in. Physical address and parcel numbers must be included on all documents. Ms. Bazarto will process payment to property owners through Apache County Accounts Payable. Payments processed by Apache County will be submitted to the State in quarterly reports for reimbursement to Apache County.

By June 30, 2014 an expected 50% or 20 acres will be complete. An overall assessment of the project site will be done at that time to determine treatment left to complete. By September 2014, 100% or 50 acres are planned to be complete. A site visit with State Forestry will be scheduled at the end of September or into October. A report will be sent to State Forestry on June 15th and the closeout report on October 15th.

Please see landowner information packet attached. This is the information that will go to property owners.

CROSBY ACRES 2 TIMELINE

Task	April '14	May	June		July	August	September		October
<i>Grant Award</i>				50% Project Completion				100% Project Completion	
<i>Board Approval of Contract</i>									
<i>Contract in Place</i>									
<i>Project Start Date</i>									
<i>Community Meetings</i>									
<i>Quarterly Reports</i>			Q3		Q4 reporting period				Q4- Final/Closeout
<i>Thinning Underway</i>									
<i>State Forestry Site Visit</i>									
<i>Community Site Assessments</i>	On-going								

ATTACHMENT C

General Provisions

COVENANT AGAINST CONTINGENT FEES

The Sub-grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sub-grantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability, or, in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

MODIFICATIONS

Modifications within the scope of this award shall only be made by mutual consent of both parties, by issuance of a written amendment signed and dated by all properly authorized signatory officials prior to any changes being performed. Requests for modification shall be made, in writing, at least thirty (30) days prior to the implementation of the requested change. Any change to the original grant application scope of work or approved detailed project plan must have prior written State approval. Incurring costs without prior written approval may result in loss of funds reimbursed.

EXTENSIONS

Timely completion of this project is required. If this agreement is extended by mutual written consent of the parties, all terms, conditions and provisions of the original agreement shall remain in full force and effect and apply during any extension period. Any extension of time granted shall not constitute or operate as a waiver by the State of any of its rights herein. Extensions will only be considered and/or made if the Sub-grantee has demonstrated reasonable efforts to complete the grant project as defined in the original detailed project plan and has a clear and specific plan for completion of the project within the extended time period.

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

The Sub-grantee agrees to assume all risk of loss to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages causes or action, fines or judgments, including costs, attorney's and witnesses' fees and expenses incident thereto, for injuries or death to persons and for loss of, damage to, theft of or destruction of any property including loss of use thereof arising out of or in connection with the performance of duties required by agreement, all whether or not authorized or agreed to by Sub-grantee.

RETENTION OF RECORDS

The Sub-grantee and any subcontractor shall maintain and store all documents, papers, accounting records; other evidence pertaining to costs incurred for this work, and shall make all such materials available at any reasonable time during the term of work and for five (5) years from the date of final payment to the Sub-grantee. The Sub-grantee may be required to provide such records as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

COMPLIANCE WITH ARIZONA EXECUTIVE ORDERS 75-5 and 2009-09

The Sub-grantee shall comply with Arizona Executive Order 75-5 and as amended by Arizona Executive Order 2009-09 relating to non-discrimination in employment by government contractors and subcontractors. These regulations are herein incorporated by reference and made a part of this agreement.

ADMINISTRATIVE AND ACCOUNTING REQUIREMENTS

It is the Sub-grantee's responsibility to develop, document, administer and manage the correct accounting and administrative procedures for managing the grant in accordance with all applicable Federal and State laws.

Sub-grantee is subject to the following administrative requirements and cost principles based on the sub-grantee organization's structure:

Grantee Structure	Administrative Requirements	Cost Principles
Non-Profit Organization	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 230 (OMB A-122)
Local and Tribal Governments	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
State Agencies	State and Federal laws, regulations	2 CFR 225 (OMB A-87)
Universities	OMB Circular A-110 (2 CFR 215 / 7CFR3019)	2 CFR 220 (OMB A-21)

CFR (Code of Federal Regulations) – www.gpoaccess.gov/cfr/
OMB (Office of Management and Budget) - www.whitehouse.gov/omb/grants

If grantee needs assistance in obtaining any of these documents in electronic or printed form, please contact your Arizona State Forestry representative.

If any program income is generated as a result of this grant/agreement, the income earned during the term of this agreement shall be applied using the deductive method as described in 7CFR 3016.25 and 3019.24; the deductive alternative is the preferred method, unless specifically authorized by the Signatory Official. Costs incident to the generation of program income may be deducted from gross income to determine program income provided these costs have not been charged to the award/agreement and they comply with the applicable Cost Principles.

FREEDOM OF INFORMATION ACT

Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefit that may arise there from, either directly or indirectly.

TERMINATION FOR CONVENIENCE

The Office of the State Forester, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State. If this agreement is so terminated, Sub-grantee will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current grant amount.

TERMINATION BY MUTUAL AGREEMENT

This award may be terminated, in whole or part, as follows:

- When the State and Sub-grantee agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By thirty (30) days written notification by the Sub-grantee to the State setting forth the reasons of termination, effective date, and in the case of partial termination, the portion to be terminated.
- If, in the case of a partial termination, the State determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the State may terminate the award in its entirety.

Upon termination of an award, the Sub-grantee shall not incur any new obligations for the terminated portion of the award after the effective date, and shall cancel as many outstanding obligations as possible. The State shall allow full credit to the Sub-grantee for the United States Federal share of the non-cancelable obligations properly incurred by the Sub-grantee up to the effective date of termination. Excess funds shall be refunded within sixty (60) days after the effective date of termination.

CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Agreement, the Sub-grantee warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Sub-grantee shall obtain statements from its contractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Grant. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Sub-grantee, contractor or subcontractor performing work under the Grant. Should the State suspect or find that the Sub-grantee or any of its contractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Sub-grantee or Contractor. All costs necessary to verify compliance are the responsibility of the Sub-grantee. The parties agree to comply with A.R.S. §41-4401, the provisions of which are hereby incorporated.

ARBITRATION

To the extent required by A.R.S. §12-1518, the parties agree to use arbitration, after exhausting applicable administrative review, to resolve disputes arising out of this agreement.

ANTITRUST VIOLATIONS

The Sub-grantee and the State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser or ultimate user. Therefore, Sub-grantee acting as a vendor, hereby assigns to State any and all claims for such overcharges.

SUSPENSION OR DEBARMENT

Submittal of an offer or execution of a contract shall attest that the sub-grantee or contractor is not currently suspended or debarred. If the Sub-grantee or any of its contractors become suspended or debarred, the Sub-grantee shall immediately notify the State. The State may, by written notice to the Sub-grantee, immediately terminate this Agreement if the State determines that the Sub-grantee or their contractors have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

CONTRACTS AND SUBAWARDS TO DEBARRED AND SUSPENDED PARTIES

Pursuant to Code of Federal Regulations 7CFR 3016 and 7CFR 3017, grantees and subgrantees must not make an award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". By entering into this agreement sub-grantee agrees to comply with all relevant codes including 7CFR part 3017, subpart C, "Responsibilities of Participants Regarding Transactions". When entering into a covered transaction with another person at the next lower tier, sub-grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- (a) Checking the Excluded Parties List System (EPLS) – www.epls.gov or System for Award Management (SAM) – www.sam.gov
- (b) Collecting a certification from that person if allowed
- (c) Adding a clause or condition to the covered transaction with that person.

TITLE VI of CIVIL RIGHTS ACT of 1964

Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 200d). In accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and Sub-grantee will immediately take any measures necessary to effectuate this agreement.

UNIVERSAL IDENTIFIER REQUIREMENTS

Unless exempted from this requirement under 2CFR 25.110, Sub-grantee agrees to provide a DUNS number to State Forestry prior to award, and to maintain all related information through the full term of this agreement. A *Data Universal Numbering System (DUNS) Number* is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

GOVERNING LAW

This AGREEMENT is made under, and is to be construed in accordance with, the laws of the State of Arizona.

PUBLICATION REQUIREMENTS

A. ACKNOWLEDGEMENT IN PUBLICATIONS. Sub-grantee shall acknowledge Arizona State Forestry Division and U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award.

B. NONDISCRIMINATION STATEMENT IN PUBLICATIONS. Sub-grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited basis apply to all programs.)"

To file a complaint of discrimination, write USDA, director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: *"This institution is an equal opportunity provider."*

C. COPYRIGHTS. No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub agreements or subcontracts. This provision includes the copyright in any work developed by Sub-grantee under this agreement. And any right of copyright to which Sub-grantee purchases ownership with any federal contributions.

REPORTING OF SUBRECIPIENT EXECUTIVES

Unless exempt from this requirement of 2CFR 170, Sub-grantee agrees to report the names and total compensation of each of the sub-grantee's five most highly compensated executives for the sub-grantee's preceding completed fiscal year if:

1. in the sub-grantee's preceding fiscal year, the sub-grantee received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

TRAFFICKING IN PERSONS.

Section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), include provisions applicable to federal support recipients. By entering into this agreement, you agree to terms set forth in the primary award from the US Forest Service as documented below. This Agreement may be unilaterally terminated, without penalty, if a subrecipient is determined to have violated an applicable prohibition in this award term. (See 22 U.S.C. 7104 and 2CFR175.25 for more details)

A. Provisions applicable to a Recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

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

- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or subawards under the award.

2. This award may be unilaterally terminated, without penalty, if you or a subrecipient that is a private entity -

- (i) Is determined to have violated a prohibition in paragraph A.1 of this award term; or
- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either-
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 417.

B. Provision applicable to a recipient other than a private entity. This award may be unilaterally terminated, without penalty, if a subrecipient:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either-
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented at 2 CFR 417.

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

DRUG-FREE WORKPLACE

Compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D, as amended) requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace.

INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

COUNTERPARTS

This AGREEMENT may be executed in any number of duplicate originals, photocopies or facsimiles, all of which (once each party has executed at least one such duplicate original, photocopy, or facsimile) will constitute one and the same document.

INTERPRETATION

This AGREEMENT is not to be construed or interpreted for or against either of the parties on the grounds of sole or primary authorship or draftsmanship.

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.

ENTIRE AGREEMENT

This AGREEMENT contains the entire agreement and understanding of the parties hereto. There are no representations or provisions other than those contained herein, and this AGREEMENT supersedes all prior agreements between the parties, whether written or oral, pertaining to the same subject matter of this AGREEMENT.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

Arizona State Forestry grants are federally funded and are based on reimbursement for actual costs incurred. Sub-grantees are typically required to provide a portion of the total project cost as MATCH contribution to show local investment in the project or program. Match investment must not originate from a federal source and cannot be used as a match for any other federal cost-share program. Specific match amount is identified in each grant agreement. All costs and match should conform to the approved project plan and budget contained in the grant agreement – and all reimbursements are subject to Arizona State Forestry approval. All project expenses must meet the applicable Cost Principles (2CFR220, 2CFR225, 2CFR230).

Only project expenses incurred during the term of the signed grant agreement are eligible. (See Term of Agreement)

All documentation submitted for reimbursement must have the correct project name and/or State Forestry grant number, date work was completed, and proof of payment from the Sub-grantee.

All reimbursements to Sub-grantees shall be calculated from the “Grant Reimbursement Form”. By signing the form, the Sub-grantee assumes full and implied responsibility for all grant costs incurred and submitted on the form. By signature, the Sub-grantee accepts full liability that the work and costs incurred were in accordance with the agreed scope of work and/or approved detailed project plan and in accordance with all applicable Federal and State laws. By signing the “Grant Reimbursement Form”, the Sub-grantee is claiming that costs were incurred following the established procurement process for its own organization and that their process is documented, administered and managed with the correct accounting and administrative procedures and is in accordance with all applicable Federal and State laws.

INELIGIBLE COSTS – Any expenses submitted for reimbursement that are not properly documented shall not qualify for reimbursement. It shall be the Sub-grantees sole responsibility to submit the required and accurate support documentation for all project costs. In the event an audit determines that ineligible costs were charged to the project, the Sub-grantee accepts full liability for such costs.

- Expenses not included in an approved project plan or are unnecessary for the completion of the project are ineligible for reimbursement or as match.
- NO FOOD or BEVERAGE purchases or donations are eligible for reimbursement or as match, unless included in the project plan as budgeted travel costs, and pre-approved by State.
- NO purchase of equipment or supplies for individuals are eligible for reimbursement or as match. (though purchase of supplies and small equipment by the Sub-grantee organizations for ongoing community use may be eligible)
- Poorly documented match or volunteer hours with insufficient support documentation will not count towards the required match. It is the Sub-grantees responsibility to keep all project/grant records pertaining to matching requirements. In the event an audit determines that ineligible match was credited to the project, the Sub-grantee accepts full liability for such costs

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

REIMBURSABLE PROJECT EXPENSES – are direct, out-of-pocket expenditures for eligible project activities that are supported by paid invoices, cancelled checks, signed receipts, or official payroll records. Examples include:

Labor- may include paid staff, contracted labor, or documented reimbursement from Sub-grantee to others for services. Related expenses such as employee benefits or required travel costs are also eligible if properly documented.

- All staff/labor hours must be accompanied by an employee time sheet detailing the hours worked on the grant project. The time sheet must clearly have the State grant ID number, an employee signature, and the dates work hours were contributed towards the grant. A supervisor's approval signature should also be included. Note, for auditing purposes, an auditor will most likely want to see all hours worked in addition to those charged to the grant.
- Required documentation can include payment receipts, timesheets, payroll records, job sheets, cancelled checks, or signed letters detailing paid staff time, dates, and services or work provided.

Supplies - may include operating supplies, office supplies, and small equipment purchased by the Sub-grantee and necessary for the completion of the project.

- Required documentation can include payment receipts, cancelled checks, or official accounting records detailing expenses and goods and service provided.

Equipment Purchases (small) – small equipment necessary for the completion of the project may be purchased by the Sub-grantee organization if included in the approved project plan and budget. Purchases of equipment or supplies for individuals is not eligible. Purchase of necessary equipment totaling less than \$5,000 will be considered as supplies (above).

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Purchases (large) - Any single piece of capital equipment costing more than \$5,000 must be included in the original project plan and preapproved. Because funding originates from the federal government, they may retain an ongoing vested ownership in the equipment. Additional details will be provided for approved purchases. If an audit determines that excessive equipment was purchased, the Sub-grantee accepts full liability for cost reimbursement back to the State/Federal government. Please limit your liability by purchasing only items listed in the original grant application and detailed project plan. Please only purchase what is necessary to complete the specific grant/project approved.

- Required documentation will include purchase receipts detailing costs and equipment details.

Equipment Rental – Rental of equipment necessary for completion of the project may be reimbursed if included in the approved project plan and budget.

- Required documentation will include rental receipts detailing costs, dates of use, and equipment details.

Contracted Services – Contracting for services from outside organizations or businesses is permitted if included in the approved project plan and budget. Such services could include contracted fuels crews, arborists, trucking, waste disposal, and other costs.

- Required documentation will include receipts detailing costs, dates and details of services provided.

Equipment Operating Costs - Operating costs for owned, rented, or donated equipment may be permitted if included in the project plan and properly documented. Methods for cost determination must be specifically documented and approved. Use of Sub-grantee owned equipment may be charged to the grant if prior approval is granted. A Sub-grantee may submit a rate agreement that is typical of rate charges established for all agencies utilizing the equipment including their own. Under no circumstances shall the grant be charged for use of equipment purchased with Federal funds, beyond operating costs.

- Required documentation can include receipts detailing costs, dates and details of equipment usage, payment receipts, mileage logs, shift tickets, etc. Any operating costs that are not paid for directly and do not have corresponding payment receipts, must be specifically documented as to method of cost determination.

ATTACHMENT D

Grant Reimbursement and Documentation Requirements

ELIGIBLE MATCH – All grants require some level of MATCH investment from the Sub-grantee organization. Matching investment may only be included if goods or services are provided or paid for during the term of the agreement and are necessary for the completion of the project. The matching investment may be in the form of cash and/or in-kind contributions. The Sub-grantee share (match) cannot originate from a federal source and must not be used as a match for any other federal cost-share program. As with reimbursable costs, eligible match expenses only include those that are reasonable and necessary for the completion of the grant-funded program or project and must meet the applicable Cost Principles (2CFR220, 2CFR225, 2CFR230).

Matching investments will not be directly reimbursed.

Examples of possible match include:

Cash - Matching investment can include actual costs as documented above.

- Required documentation will include payment receipts, cancelled checks, or official accounting records detailing expenses and related goods and service provided.

In-kind Contributions - include on-hand supplies, third party donations of supplies or equipment, the value of professional services provided at the professional rate, or time spent by employees on eligible project activities.

- An in-kind contribution of goods or services from another business or organization may be counted as community match with proper documentation. This typically consists of a letter on the donating organization's letterhead, signed by the proper person and showing the amount and type of donation. Property or use thereof shall be assigned a fair market value per applicable Cost Principles and should include a letter of documentation from the donating party.

Volunteer - Volunteer labor hours shall conform to standard documented operating procedures for the Sub-grantee organization with established pay rates.

- Required documentation for volunteers will include signed time logs/sign-in sheets with volunteer name, date, time, place, and type of volunteer service provided. Volunteer time may be valued at the local market rate for equivalent work (children at minimum wage). Hourly rates exceeding \$20 per hour will require specific support documentation for justification and approval. If you use consultants, forestry professionals, planners, etc., who donate their professional services, appropriate hourly rates may be documented in a letter from the individual or their organization.

ATTACHMENT E

Quarterly Performance Report

Year: _____

Quarter ending (circle one): Mar 31 June 30 Sept 30 Dec 31

Project Name: _____ Grant No: _____

Sub-grantee Name & Address: _____

Name of Person Filing This Report: _____

(Attach additional pages as needed)

Narrative Report: (List activity for this quarter. Include appropriate comments regarding expenditures for employees or equipment, volunteers, donated time or materials etc.)

Project Objectives Accomplishment: (During this reporting period, what progress has been made toward meeting the project objectives stated in the Detailed Project Plan?)

- 1)
- 2)
- 3)

Measurement Criteria: (What is the success in meeting the overall measurement criteria stated in the Detailed Project Plan?) Please provide cumulative numbers for key criteria, such as acres completed, trees planted, educational program completed, etc.

List key project objectives and current overall status:

- 1)
- 2)
- 3)



Arizona State Forestry Grant Reimbursement Form

NOTE: It is the Sub-grantees' responsibility to develop, document, administer and manage the correct accounting and administrative procedures for administering the grant in accordance with all applicable Federal and State laws. It is the Sub-grantees' sole responsibility to maintain all grant records and provide them as necessary to any auditing agent. Inability to provide such records may result in unallowable costs to the grant and any funds disbursed to the Sub-grantee may have to be paid back to the State and/or Federal government.

Grant Number: _____
 Organization Name: _____
 Total Grant Amount: \$0.00 Total Match Required: \$0.00
 Grant Expiration/End Date: _____ (Grant \$ + Match \$ = Total Project Cost)

Previous Project Totals (Sum of all previous reimbursement requests):		
Reimbursable Costs	Match	Total
0.00	0.00	0.00

This Reimbursement Period:			
Item	Reimbursable Costs	Match	Total
Administration	0.00	0.00	0.00
Personnel	0.00	0.00	0.00
Contracted Services	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
<i>Other</i>	0.00	0.00	0.00
Volunteer time	N/A	0.00	0.00
In-Kind Contributions	N/A	0.00	0.00
Total:	0.00	0.00	0.00

Cumulative Project Totals (This period request added to all previous reimbursement requests):		
Reimbursable Costs	Match	Total
0.00	0.00	0.00

* As long as the Cumulative MATCH meets the required amount, this Reimbursement Period's REIMBURSABLE amount should qualify for payment (provided all items are properly documented and all other grant requirements are met.)

 Authorized Signature Title Date

SIGNATURE LINE STATEMENT (Required for Processing)

By signing the "Grant Reimbursement Form", the signing agent is verifying that:

All work performed on this grant/project was completed in conformance with all applicable laws and established procedures. Charges and time sheets submitted are in fact for work completed on this project. All charges have been reviewed and verified by a supervisor and all employee and volunteer hours are being tracked, with support documentation on file and available to any auditing agent.

NOTE: Reimbursements may take 60-90 days

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

USDA Department of Agriculture
Forest Service

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date

PROJECT MAPPING – Map Data is required for all grant projects.

In an ongoing effort to map forestry, fire mitigation, invasive plants, and other projects, all grantees are required to provide mapping information for grant related activities. It is understood that organizations vary in their resources and levels of expertise, and this form is designed to identify points of contact, expected mapping capabilities, and possible needs for assistance.

Please complete the information below and return it to our office via fax or USPS prior to initiation of grant funded activities.

Organization Name: <u>Apache County</u>	Date: <u>4-14-14</u>
Address: <u>PO Box 428</u>	
City: <u>St. Johns</u>	State: <u>AZ</u> Zip: <u>85936</u>
Primary Grant Contact: <u>Malena Bazurto</u>	
Phone: <u>928-337-7639</u>	E-Mail: <u>mbazurto@co.apache.az.us</u>
Mapping Contact Name (if different): _____	
Phone: _____	E-Mail: _____

PROJECT INFO:

Project Name: <u>Crosby Acres 2</u>	Project ID: <u>WBBF 11-601</u>
Activity (Type of work to be completed – thinning, prescribed burn, invasive plant treatment, etc): <u>thinning, beetle mortality mitigation</u>	
Expected Acres: <u>50</u>	Expected Start Date: <u>5-10-14</u> Expected Completion Date: <u>9-30-14</u>
Implementer (Who will be doing on-the-ground work – your organization, volunteers, contractor, etc.): <u>Malena Bazurto, Doyel Shamley, local contractors</u>	
County: <u>Apache</u>	Property Ownership: <u>private</u>
Is any type of formal Environmental Assessment being conducted or required for this project? <u>no</u>	
If so, please explain: _____	
Other comments: _____	

MAPPING: Map data is required for all grant projects.

- What type of mapping data will your organization be able to provide?

(See page 2 for more information on mapping options)	Comments:
<input checked="" type="checkbox"/> 1. GIS Data (Preferred)	<u>Planned project map is included on page in Attachment A of the agreement WBBF 11-601</u>
<input checked="" type="checkbox"/> 2. Paper Map	
<input checked="" type="checkbox"/> 3. Location Coordinates only	
Special Circumstances	
<input type="checkbox"/> We may need assistance in mapping or determining best methods.	

- Does any mapping information already exist that identifies the planned project area?

(If so, please include a copy with this form or information on how the Office of the State Forester can obtain the information)

Please return this completed form to:
(or contact us with questions)

GIS/Mapping
Office of the State Forester
1110 West Washington, Suite 100
Phoenix, AZ 85007
FAX: (602) 771-1421

Grant Mapping Requirements

All final project reports must include geospatial information (map data) in addition to the information required by the grant administrator. There are a few options available for grant recipients to provide these data.

The options are outlined as follows:

Option #1 – GIS Data (Preferred):

Data files (Shapefile or personal Geodatabase) created using a GIS application such as ESRI ArcGIS, may be submitted by E-Mail, FTP, CD, or other method and should include pertinent treatment attributes.

Option #2 – Paper Map

If GIS capabilities are not available, a sketched perimeter of the treatment or activity is acceptable on a standard 7.5-minute USGS quad map or other standard base map.

Option #3 – Location Coordinates

If no mapping capabilities are available, the geographic coordinates (LATITUDE and LONGITUDE) of the project should be provided. It can either be a single point or a series of points (track file) from a GPS unit. These coordinates should be included in either written or electronic format along with the other attribute information.

Special Circumstances

If you need assistance in mapping, determining best methods of mapping, or have a special situation that may not be conducive to mapping, please contact the GIS Section at the Arizona State Forestry Division at (602) 771-1400.

Questions and Assistance

For additional information on reporting fuels treatments and grant activity mapping please call (602) 771-1400.

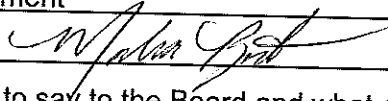
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Malena Bazurto, Grants Management

Date/Signature: 4/18/14



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

Request review and approval of the Technical Assistance Contract between NACOG and Apache County for the environmental assessment of the City of Saint Johns' CDBG project that will be administered by Apache County.

BOS Meeting Date Requested 5/6/14

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

**TECHNICAL ASSISTANCE CONTRACT
COMMUNITY DEVELOPMENT BLOCK GRANT**

THIS CONTRACT, made and entered into as of _____, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and Apache County, PO Box 428, St. Johns, AZ 85936-0428, hereinafter called the GRANT ADMINISTRATOR.

WITNESSETH:

WHEREAS, the City of St. John's has applied for 2013 Community Development Block Grant funds from the State of Arizona for Mountain View Water Line; and

WHEREAS, Apache County is serving as the GRANT ADMINISTRATOR for St. Johns; and

WHEREAS, the GRANT ADMINISTRATOR desires assistance in completing the environmental assessment for said grant; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this Contract is to authorize the CONTRACTOR to provide administrative services to the GRANT ADMINISTRATOR for an Arizona Department of Housing Community Development Block Grant (CDBG), specifically, completion of an environmental assessment. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's CDBG program guidelines.

ARTICLE II - WORK STATEMENT

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANT ADMINISTRATOR and obtaining the GRANT ADMINISTRATOR'S written approval of the requested change.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANT ADMINISTRATOR reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANT ADMINISTRATOR. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from September 1, 2013 through June 30, 2014.

- B. This Contract may be extended to accommodate unforeseen circumstances, if necessary.

ARTICLE V - ACCESS TO INFORMATION

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANT ADMINISTRATOR and its agencies. No charge will be made to the CONTRACTOR for such information, and the GRANT ADMINISTRATOR and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

ARTICLE VI - REPORTS AND INFORMATION

- A. The CONTRACTOR, at such times and in such forms as the GRANT ADMINISTRATOR may require, shall furnish the GRANT ADMINISTRATOR such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Department of Housing shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANT ADMINISTRATOR.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANT ADMINISTRATOR shall pay the CONTRACTOR a fixed fee of Five Thousand Dollars (\$5,000), which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Additional studies are not expected but would not be included as part of this contract.

ARTICLE VIII - ASSIGNABILITY

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANT ADMINISTRATOR.

ARTICLE IX - COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANT ADMINISTRATOR harmless from any liability arising out of performing any of the work embraced by this Contract.

ARTICLE X - INTERESTS OF THE CONTRACTOR

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

ARTICLE XI - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

ARTICLE XII - TERMINATION OF CONTRACT

- A. If the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANT ADMINISTRATOR shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANT ADMINISTRATOR, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANT ADMINISTRATOR for damages sustained by the GRANT ADMINISTRATOR by virtue of any breach of the Contract by the CONTRACTOR, and the GRANT ADMINISTRATOR may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANT ADMINISTRATOR from the CONTRACTOR is determined.
- C. The GRANT ADMINISTRATOR may terminate this Contract at any time without cause by giving at least thirty (30) days' notice in writing to the CONTRACTOR. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANT ADMINISTRATOR, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- D. The Contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

ARTICLE XIII - RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANT ADMINISTRATOR to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANT ADMINISTRATOR, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANT ADMINISTRATOR.

ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

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

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XV - DISABILITY ACCESS

In performing all construction, the CONTRACTOR agrees to comply with the "The American Standard Specifications for Making Buildings and Facilities Accessible To and Useable By the Physically Handicapped." The CONTRACTOR represents that it understands said standard specifications and same are incorporated by this reference.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.

ARTICLE XVII - IMMIGRATION LAW

- A. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that the each party and all of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty")
- B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- C. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- D. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verifications performed.
- E. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

- F. The foregoing provisions of subparagraphs A-E of this article must be included in any contract that a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- G. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

ARTICLE XVIII - ATTACHMENTS

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights

IN WITNESS WHEREOF, the CONTRACTOR and the GRANT ADMINISTRATOR do hereby execute this Contract as of the date first above written.

APACHE COUNTY

NORTHERN ARIZONA COUNCIL OF
GOVERNMENTS

Tom M. White Jr., Chairman

Chris Fetzer, Executive Director

**ATTACHMENT A
WORK STATEMENT – ENVIRONMENTAL REVIEW RECORD**

A. CONTRACT GOALS

1. Complete the Environmental Assessment for Mountain View Water Line.
2. Provide Technical Assistance to the GRANT ADMINISTRATOR regarding Federal, State, and project environmental review requirements, and
2. Assure compliance with all Federal, State laws, rules and Executive Orders.

B. NOTICES, CORRESPONDENCE, AND REPORTS

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:
Malena Bazurto
Apache County
P.O. Box 697
St. Johns, AZ. 85936
2. Notices, correspondence and reports from the GRANT ADMINISTRATOR shall be sent to:
Isabel Rollins
NACOG
P.O. Box 2451
Prescott, AZ 86302

C. SPECIAL PROGRAM REQUIREMENTS

1. CONTRACTOR will assist in interpretation of all Federal overlay statutes as they relate to the projects to be undertaken.
2. CONTRACTOR will liaison with the Department of Housing regarding the CDBG program.

D. SERVICES NAME(S) AND ACTIVITIES

TECHNICAL ASSISTANCE - This service provides project management oversight of, at a minimum, the following specific activities. This list is not intended to be all inclusive of all responsibilities. Services may be expanded or reduced as appropriate to the needs of the project.

1. Make necessary contacts, perform research, and complete all Environmental Assessment forms as required by the Department of Housing Small Cities CDBG Program.
2. Oversee file set-up and maintenance for required records.
3. Respond to Housing CDBG Program requests for information.
4. Develop any required legal advertisements for publication and publish.
5. Coordinate with interested parties and consultants as needed to complete the assessment.
6. Submit final report and Request for Release of Funds from the Arizona Department of Housing.

ATTACHMENT B

PAYMENT PAGE

1. **SOURCE OF FUNDS:** St. Johns FY2013 CDBG Regional Account
2. **COMPENSATION TYPE:** Percent of Completion
3. **PAYMENT METHOD:** Payments shall be made on a net 30 day basis upon proper submission of an invoice documenting the completion of each major activity:

ACTIVITIES	PERCENT BILLABLE	STATUS	REC'D ON ACCT	CURRENT DRAW
ENVIRONMENTAL ASSESSMENT FOR MOUNTAIN VIEW WATER LINE - \$5,000				
Establish Files, Review Project Requirements	10%			
Contact all Relevant Parties, Complete Required ADOH Forms	60%			
Submit Assessment to ADOH	10%			
Request and Receive Release of Funds	20%			
TOTAL PROJECT	100%			

ATTACHMENT C

CIVIL RIGHTS PROVISIONS

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:
* Excluded from participation * Denied program benefits * Subjected to discrimination
on the basis of: * Race * Color * National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: * Race * Color * Religion * Sex * National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for * Training, and * Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:
* Businesses located in the project area, (OR)
* Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be * Excluded from participation (including employment.) * Denied program benefits * Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: * Race * Color * National Origin * Sex * Age
* Handicap under any program or activity funded in whole or in part under Title I (CDBG) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:
* Housing (and related facilities) provided with Federal assistance.
* Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

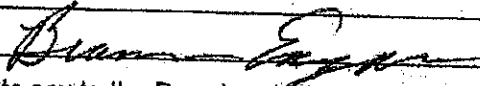
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Apache County Sheriff's Office

Date/Signature: 4/14/14



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

The Apache County Sheriff's Office request authorization to accept the Governor's Office of Highway Safety DUI Abatement Grant Program (DUIAC-E-027). The DUI Abatement funds in the amount of \$20,000.00 will support Personnel Services (overtime) and Employee Related Expenses, to enhance DUI Enforcement and Education. No match required.

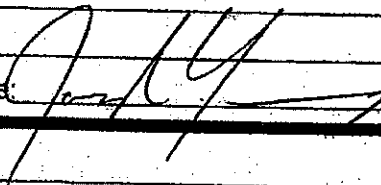
BOS Meeting Date Requested 5/6/14

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:



Finance Review:

Signature:

Human Resources Review:

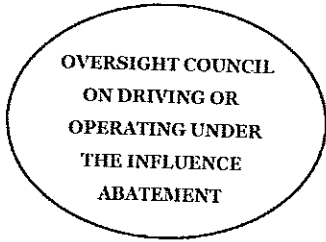
Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



JANICE K. BREWER
GOVERNOR
ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE
ROBERT HALLIDAY
CHAIRMAN
DUI ABATEMENT COUNCIL



April 9, 2014

PROJECT REFERENCE:
Contract No.: DUIAC-E-027
Contract Title: Impaired Driver Enforcement

Joseph Dedman Jr., Sheriff
Apache County Sheriff's Office
P.O. Box 518
St. Johns, AZ 85936

Dear Sheriff Dedman:

Enclosed are two (2) copies of the referenced DUI Abatement Council Agreement for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire agreement as there have been **significant changes** throughout the agreement;
2. Have your fiscal staff complete the Reimbursement Instructions (page 18) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of Tom White, Chairman, Apache County Board of Supervisors, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the Agreement to 3030 North Central Avenue, Suite 1550, Phoenix, AZ 85012.

Please **do not** incur any costs at this time as it would nullify the Agreement. Once the signed copies are received, the Chairman of the Oversight Council on Driving or Operating Under the Influence Abatement will approve the Agreement, and a signed original executed Agreement with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: ptc



DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



JANICE K. BREWER
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY

Apache County Sheriff's Office

ADDRESS

P.O. Box 518, St. Johns, AZ 85936

GOVERNMENTAL UNIT

Apache County

ADDRESS

P.O. Box 428, St. Johns, AZ 85936

AGREEMENT NUMBER

DUIAC-E-027

PROGRAM AREA

Enforcement

AGENCY CONTACT

Lance Spivey

PROJECT TITLE

Impaired Driver Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:

DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses, to enhance DUI Enforcement and Education throughout the County of Apache.

BUDGET

COST CATEGORY

**Project Period
SFY 2014-2015**

I.	Personnel Services	\$14,286.00.00
II.	Employee Related Expenses	\$5,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD FROM: Effective Date (*Date of DUIAC Chairman Signature*) TO: 4-30-2015

CURRENT GRANT PERIOD FROM: 05-01-2014 TO: 4-30-2015

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: \$20,000.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

Apache County is unique among all counties in the United States. Particularly because it is the longest county in the country, 211 miles from the Utah border to just south of Alpine. Two-thirds of the population, and over one-half of the land area is comprised of the Navajo Nation. Our current population is 70,000, and Apache County is growing. In Apache County, there are several major highways interstates. U.S. Highway 60 runs east and west, and connects to New Mexico. Interstate 40 is considered one of the busiest transcontinental roadways in the United States. U.S. 191, 61 and 160 are all major arteries that connect the motoring public to Interstate 40. The interstates, highways, and state routes in Apache County make up almost 1,000 miles of roadway alone. Finally, the Apache County Road system consists of approximately 6,000 miles of roadway. The highways, interstates and state routes are all paved and maintained regularly by the ADOT. However, many of the Apache County Roads are unpaved, unmarked roads. Many roadways are windy, and change grade as they pass through mountains and valleys.

Agency Problem:

The Apache County Sheriff's Office has become more proactive in selective traffic enforcement and impaired driver enforcement over the past seven years. Because of the funding from the AZGOHS, the Apache County Sheriff's Office has been able to participate in the White Mountain DUI Taskforce on a limited basis. However, more participation could be realized with more funding. Likewise, the Apache County Sheriff's Office has still realized an increase in extreme DUI arrests, despite their efforts to educate the public in regards highway safety. During this fiscal year, the Apache County Sheriff's Office would like to attempt to solve the extreme DUI problem in Apache County.

Agency Attempts to Solve Problem:

In the past seven years, the Apache County Sheriff's Office has become more and more proactive in impaired driver enforcement and selective traffic enforcement. While we have become more active, our manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions that are devoted entirely to this type of enforcement and education mission. Since 2006, the Apache County Sheriff's Office has provided more training to the deputies in regards to impaired driving and has sent several deputies to ARIDE and HGN training. More training is needed in regards to DRE and phlebotomy. The deputies have been diligent in enforcing traffic law and arresting the motoring public for impaired driving and aggressive driving. However, despite those best efforts, people have still died in collisions related to speed, alcohol and/or drug impairment. In order to address alcohol violations, the Apache County Sheriff's Office has attempted to thwart underage drinking by partnering with the Arizona Department of Liquor in Covert Underage Buyer enforcement activities. However, there are still underage people consuming alcohol.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses, to enhance DUI Enforcement and Education throughout the County of Apache.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will participate in the White Mountain DUI Task Force. Through this participation, the Apache County Sheriff's Office will deploy deputies into the field at various times throughout the year, during coordinated operations and other sporadic operational periods identified by the Apache County Sheriff's Office.

DUI ABATEMENT COUNCIL
AGREEMENT

Apache CSO

DUIAC-E-027

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2013)	TWO YEARS AGO (2012)	THREE YEARS AGO (2011)
ALCOHOL-RELATED FATALITIES	0	1	1
ALCOHOL-RELATED INJURIES	2	5	2
TOTAL DUI ARRESTS	24	39	57
TOTAL MISDEMEANOR DUI ARRESTS	15	33	34
TOTAL AGGRAVATED DUI ARRESTS	9	6	23
TOTAL EXTREME DUI .15 ARRESTS	5	2	8
TOTAL DUI-DRUG ARRESTS	1	4	2
DUI PRIOR	0	0	0
TOTAL DRE EVALUATIONS	1	1	5
SOBER DESIGNATED DRIVERS CONTACTED	428	339	341
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	0	1	1
UNDERAGE DUI ARRESTS	0	0	0
UNDERAGE DUI-DRUG ARRESTS	0	0	0

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses, to enhance DUI Enforcement and Education throughout the County of Apache. The following goals and objectives shall be accomplished as a result of this funding:

ALCOHOL / DUI-Enforcement

Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE

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

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

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Apache County Sheriff's Office will implement the following strategies to meet the outlined goals and objectives:

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

Personnel Services – To support Overtime for Alcohol/Impaired Driver Activities

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

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

PROJECT EVALUATION:

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

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

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

Report Schedule

Reporting Period	Due Date
2013-3 Quarterly Report (July 1 to September 30)	October 30, 2013
2013-4 Quarterly Report (October 1 to December 31)	January 30, 2014
2014-1 Quarterly Report (January 1 to March 31)	April 30, 2014
2014-2 Quarterly Report (April 1 to June 30)	July 30, 2014
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the DUI Abatement Council at the Governor’s Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). **Note:** The “Quarterly Summary DUI Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment if applicable.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Philip Corbell, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

RCI’s shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor’s Office of Highway Safety. **Electronically submitted RCI’s will not be accepted.** Final

DUI ABATEMENT COUNCIL
AGREEMENT

Apache CSO

DUIAC-E-027

RCI's will not be accepted after thirty (30) days after the conclusion of the Agreement end date. Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount	Type of Monitoring
Under \$50,000.00	Desk Review/Phone Conference.
\$50,000.01-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call

	conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

DUI ABATEMENT COUNCIL
AGREEMENT

Apache CSO

DUIAC-E-027

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates on the last day of the month at the end of the one year period as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$14,286.00
II.	Employee Related Expenses	\$5,714.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS

***\$20,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of \$20,000.00.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

	Month	Day	Year
DESCRIPTION	AGREEMENT	AGENCY	
	ACTIVITY	ACTIVITY	
ALCOHOL-RELATED FATALITIES			
ALCOHOL-RELATED INJURIES			
TOTAL DUI ARRESTS			
TOTAL MISDEMEANOR DUI ARRESTS			
TOTAL EXTREME DUI .15 ARRESTS			
TOTAL AGGRAVATED DUI ARRESTS			
TOTAL DUI DRUG ARRESTS			
DUI PRIOR			
TOTAL DRE EVALUATIONS			
SOBER DESIGNATED DRIVERS CONTACTED			
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4			
UNDERAGE DUI ARRESTS			
UNDERAGE DUI-DRUG ARRESTS			

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	AGREEMENT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
DUI PRIOR		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

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

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

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

IX. Copyrights and Patents

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

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

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

XI. Equal Opportunity

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

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

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

XIII. Arbitration Clause, ARS §12-1518

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

XIV. Inspection and Audit, ARS §35-214

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

XV. Appropriation of Funds by the Arizona Legislature

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

XVI. Continuation of DUI Abatement Program

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

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Sudan and Iran

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

XIX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XX. Cancellation Statute

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

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

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

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

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

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

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. *Agency's Fiscal Contact:*

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **reimbursable or prepaid** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2.	A.	EFFECTIVE DATE:	B.	STATE FUNDS:
		<i><u>Authorization to Proceed Date</u></i>		<u>\$20,000.00</u>

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the Oversight Council on Driving or
Operating Under the Influence Abatement

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Office of Emergency Management

Date/Signature: 4/14/14

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

Apache County Emergency Management requests authorization to enter into a Cooperative Intergovernmental Agreement with the Arizona State Forester. The purpose of this agreement is to provide mutual emergency assistance and cooperation between the Arizona State Land Department through the State Forester, Forestry Division (the State) and Apache County.

BOS Meeting Date Requested 5/6/14

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

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Monday, April 21, 2014 1:24 PM
To: Beverly Parks; Ryan Patterson; Barry Weller
Cc: Brannon Eagar; Beth Bond
Subject: RE: Cooperative Intergovernmental Agreement
Attachments: Emergency Management Agreement Agenda Item.pdf

Please see attached. The one point of clarification though, the County cannot pay overtime or for additional work performed by salaried employees. We have determined it is ok when paid through a third party (which is what this does), but I wanted to clarify that if the third party does not pay, the County will be unable to.

From: Beverly Parks [bparks@co.apache.az.us]
Sent: Wednesday, April 16, 2014 8:16 AM
To: Joe Young; Ryan Patterson; Barry Weller
Cc: Brannon Eagar; Beth Bond
Subject: Cooperative Intergovernmental Agreement

Good morning all,

I have attached the Intergovernmental Agreement that the Emergency Management will be taking to the board for possible authorization & approval on May 6, 2014. The agenda item review form is attached with the Agreement. During a disaster, we will bill salary at the current Apache County Rate. Any equipment will be billed at the FEMA rate. You will note on page two of the CFR Continuation Sheet, I have only listed Brannon's information. This is because he is the only one on a Type 1 Incident Management Team. Therefore, I can charge a higher rate for him.

If you have any questions, please free to contact me.


Joe,

If you are good with everything, please sign the Agenda Item Form so I may send it to Beth Bond.

Thank you,

Bev Parks
Apache County Sheriff's Office
Emergency Management
PO Box 518
St. Johns, AZ 85936
928-337-7630 Office
928-551-2876 Cell
928-337-3778 Fax
bparks@co.apache.az.us

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
02-0058-14		CTY 14-0001-ASF-SFO				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
Apache County Sheriff's Office		Arizona State Forestry-Flagstaff				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
g.Command Vehicle, 2011 Dodge 2500 Pick-Up 4x4, Lic CG-80309, IMT, Brannon Eagar.		1	RATE	UNIT	RATE	UNIT
			\$65.00	Day	\$0.65	Mile
h.						
i.						
j.						
k.						
l.						
m.						
n.						
o.						
p.						
q.						
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
		Brannon Eagar, Chief Deputy/IMT Liasion		4-15-14		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		
		Scott Hunt, State Forester Representative				

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER			
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE			
(13) EQUIPMENT DESCRIPTION <small>List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.</small>		(14) STANDARD STAFFING	RATES		
			(15) WORK OR HRLY RATE	UNIT	(16) SPECIAL RATE UNIT
r.					
s.					
t.					
u.					
v.					
x.					
y.					
z.					
aa.					
bb.					
cc.					
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.					
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE	
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE	

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
(13) EQUIPMENT DESCRIPTION		(14) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(15) WORK OR HRLY		(16) SPECIAL	
			RATE	UNIT	RATE	UNIT
dd.						
ee.						
ff.						
gg.						
hh.						
ii.						
jj.						
kk.						
ll.						
mm.						
nn.						
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

ARIZONA STATE FORESTER'S
COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Agreement is made by and between Apache County (County), and the State Forester.

This Agreement supersedes all previous Cooperative Agreements and will be effective for a period of (4) four-years from the date of final signature, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This Agreement shall be reviewed every (2) two years at a meeting of both parties to assess continuing necessity and viability. This Agreement will be automatically renewed for successive periods of (4) four-years unless either party shall give notice in writing to the other not less than (30) thirty days nor more than (90) ninety days prior to the initial or renewed expiration date. Further, this Agreement may be cancelled by either Party at any time upon (30) thirty-day written notice to the other party. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

RECITALS:

WHEREAS the County and State Forester wish to enter into a Cooperative Agreement for the protection of forests and wildlands, and assistance with fire and nonfire national, state, and county emergencies and multiagency logistical support in this state and other states;

WHEREAS the State Forester and the County have a duty and responsibility to respond to wildland fire and other nonfire national, state and county emergencies;

WHEREAS the State Forester is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. Sections 37-623(F) and 37-623.02,

WHEREAS the County is authorized to enter this Cooperative Intergovernmental Agreement under A.R.S. 11-251.61 and .63 and 26-308,

WHEREAS it is an Intergovernmental Agreement entered into pursuant to A.R.S. §11-952; and

NOW THEREFORE, the parties to this agreement do hereby agree as follows:

1. THE STATE AGREES:

- A. To pay and reimburse the County for County resources used for incident support, and other incident related activities within the State's jurisdiction at the rates established per the Cooperative Fire Rate Agreement (State Form FM104) on file with the State Forester;
- B. To reimburse the County under an approved Federal Emergency Management Agency Fire Management Assistance Grant (FMAG) for eligible costs relating to Essential Assistance as described under Subpart C, 204.42, CFR 44 and Section 403 Robert T. Stafford Disaster Relief and Emergency Assistance Act 42 U.S.C. 5121. These costs are commonly known as Category B expenses and must be incurred during the declared emergency period as defined in the grant declaration. Under an approved FMAG, the State shall reimburse the county 90% (75% Federal share, 15% State share) of its eligible costs. The remaining 10% cost share is borne by the County.
- C. That resource orders originating from the County and ordered through the County Emergency Operation Center will be considered potential Category B expenses.
- D. That resource orders originating from the Incident and ordered through the State Forestry Dispatch Center will be considered potential Category H (direct fire fighting) expenses.
- E. To provide State Forestry resources and resources under State Forestry agreement to the County for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies, for incidents that originate on county owned property, when requested by the County and deemed available by the State Forester. Per A.R.S. 37-623.02H, the State Forester may require reimbursement for cost incurred for these requested resources. Payment for the State's resources will be negotiated as

soon as practical after each request and will be based upon one or more of the following factors: the type of request, resources furnished, jurisdiction, land ownership, threat to State jurisdiction, state or federal emergency declaration status, and the actual cost of those resources to the State.

- F. To make available organization and training technical assistance and other expertise to the County as staffing may allow;
- G. To make available such equipment as can be obtained and is suitable for the use of the County in fire management and emergency work;
- H. The County may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

2, THE COUNTY AGREES:

- A. The County Emergency Manager shall be the coordinator for all County Departments for the implementation of this agreement.
- B. Reimbursement for emergency assistance and cooperation provided by the County at the request of the State for emergency services shall be pursuant to the Cooperative Fire Rate Agreement (State Form FM 104).
- C. That no reimbursement for loss of County equipment due to ordinary wear and tear will be made. Condition of equipment to be determined by inspection conducted at check-in to and demobilization from an incident.
- D. To submit claims for reimbursement to the State within thirty (30) days after release of its personnel and/or equipment in the manner and form prescribed by the State; in the event of a Federal Declaration, timeframes for submission of claims for reimbursement will be extended to conform with direction provided in the emergency declaration; Said manner and form are available in the Arizona State Forestry Billing Procedures Manual. This Billing Procedures Manual is available on the Arizona State Forestry website at <http://www.azsf.az.gov>;
- E. To participate to the extent possible in fire prevention activities as requested by the State;
- F. That County resources assigned to an incident will accept direction and supervision by the State Forester or his duly authorized representatives while engaged in fire suppression and emergency related activities at the State's request;
- G. To maintain emergency incident training qualifications as set forth by the State; Qualifications are defined in the National Wildfire Coordinating Group (NWCG) publication Wildland Fire Qualifications Subsystem Guide Handbook 310-1, and as defined by the Federal Emergency Management Agency (FEMA) and documented as part of the National Incident Management System (NIMS);
- H. To accept and use equipment obtained from the State pursuant to this agreement ("Assigned Equipment"); to maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State; to obtain prior approval for any planned alterations of the Assigned Equipment from the State; to provide adequate shelter from the weather elements for the Assigned Equipment; upon request, the Cooperator will promptly provide the State Forester with a report of the condition of Assigned Equipment; that the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester; the assigned equipment will be painted and identified and marked in a manner that will indicate the cooperation between the County and the State; and if the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.

3. JOINT PROJECTS:

The County and the State may jointly conduct appropriate mutual interest projects from time to time to maintain and improve the parties' emergency services and fire protection capability. Such projects will be documented and will set forth the objective of each undertaking and the role each agency will play in accomplishing that objective. The documentation shall show the anticipated cost, the amount of each agency's share of the cost, and the anticipated duration of the undertaking. Project specific work agreements may be developed to exchange funds between the County and State.

4. MUTUAL AGREEMENTS:

- A. That every obligation of the State Forester or the County 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 either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
- B. Amendments: This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
- C. Dispute Resolution: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.
- D. Inspection and Audit of Records: Pursuant to A.R.S. Sections 35-214 and -215, the County shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester or State Auditor General at all reasonable times. Upon request, the County shall produce the original of any and all such records at the offices of the State Forester.
- E. Cancellation for Conflict of Interest: Pursuant to A.R.S. Section 38-511, the State may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
- F. Nondiscrimination: The parties agree to comply with Arizona Governor's Executive Order 99-4 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Contractors and Subcontractors."
- G. Third-Party Antitrust Violations: The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
- H. Notices: All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
Arizona State Forestry Division
1110 West Washington, Suite 100
Phoenix, AZ85007
602-771-1400
602-771-1421 fax

_____ Apache _____ County:

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

State of Arizona Arizona State Forester	<u>Apache</u> County
By _____ Scott Hunt State Forester	By _____
Date: _____	Date: _____

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

Approved as to Form:	Approved as to Form:
By _____ Assistant Attorney General Arizona State Forestry Division	By _____ County Attorney
Date: _____	Date: _____

Beth Bond

From: Barry Weller
Sent: Friday, April 25, 2014 1:01 PM
To: Beth Bond
Cc: Delwin P. Wengert
Subject: May 6th Agenda Item
Attachments: Call to Public Backup.pdf

Beth,

Please consider this email as an official agenda item request for May 6th 2014 Board meeting:

Please use the attached pdf as published backup information

Submitter's Name: Supervisor District 3

Date / Signature: 4/25/2014 , (Use this email address as my signature for this matter)

Description detail and action direction: Discussion and possible action on returning the "Call to the Public" to the lead position on the Apache County Board of Supervisors meeting agenda as first order of business after the Pledge and Prayer or other Districts agendas.

Thank You

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

Although statutorily in Arizona a call to the public is optional, **it is a form of freedom of speech and needs careful consideration before being denied to the public!** We offer the following information to be considered in our decision for a call to the public.

“To announce that there must be no criticism of the President, or that we are to stand by the President, right or wrong, is not only unpatriotic and servile, but is morally treasonable to the American public.”
— Theodore Roosevelt

Constitutionally:

“Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances

Internationally:

The right to freedom of expression is recognized as a human right under Article 19 of the Universal Declaration of Human Rights and recognized in international human rights law in the International Covenant on Civil and Political Rights (ICCPR). Article 19 of the ICCPR states that "everyone shall have the right to hold opinions without interference" and "everyone shall have the right to freedom of expression; this right shall include freedom to seek, receive and impart information and ideas of all kinds, regardless of frontiers, either orally, in writing or in print, in the form of art, or through any other media of his choice".

Discussion on Freedom of Speech and importance thereof:

Why is freedom of speech so solidly entrenched in our constitutional law, and why is it so widely embraced by the general public? Over the years many philosophers, historians, legal scholars and judges have offered theoretical justifications for strong protection of freedom of speech, and in these justifications we may also find explanatory clues.

The First Amendment's protection of speech and expression is central to the concept of American political system. **There is a direct link between freedom of speech and vibrant democracy.** Free speech is an indispensable tool of self-governance in a democratic society. It enables people to obtain information from a diversity of sources, make decisions, and communicate those decisions to the government. **Beyond the political purpose of free speech, the First Amendment provides American people with a "marketplace of ideas." Rather than having the government establish and dictate the truth, freedom of speech enables the truth to emerge from diverse opinions.** Concurring in *Whitney v. California* (1927), Justice Louis Brandeis wrote that "freedom to think as you will and to speak as you think are means indispensable to the discovery and spread of political truth."

On a communal level, free speech facilitates majority rule. It is through talking that we encourage consensus, that we form a collective will. Whether the answers we reach are wise or foolish, free speech helps us ensure that the answers usually conform to what most people think. Americans who are optimists (and optimism is a quintessentially American characteristic) additionally believe that, **over the long run, free speech actually improves our political decision-making.** Just as Americans generally

believe in free markets in economic matters, they generally believe in free markets when it comes to ideas, and this includes politics. In the long run the best test of intelligent political policy is its power to gain acceptance at the ballot box.

On an individual level, speech is a means of participation, the vehicle through which individuals debate the issues of the day, cast their votes, and actively join in the processes of decision-making that shape the polity. Free speech serves the individual's right to join the political fray, to stand up and be counted, to be an active player in the democracy, not a passive spectator.

Freedom of speech is also an essential contributor to the American belief in government confined by a system of checks and balances, operating as a restraint on tyranny, corruption and ineptitude. For much of the world's history, governments, following the impulse described by Justice Holmes, have presumed to play the role of benevolent but firm censor, on the theory that the wise governance of men proceeds from the wise governance of their opinions. But the United States was founded on the more cantankerous revolutionary principles of John Locke, who taught that under the social compact sovereignty always rests with the people, who never surrender their natural right to protest, or even revolt, when the state exceeds the limits of legitimate authority. Speech is thus a means of "people-power," through which the people may ferret out corruption and discourage tyrannical excesses.

Counter-intuitively, influential American voices have also often argued that robust protection of freedom of speech, including speech advocating crime and revolution, actually works to make the country more stable, increasing rather than decreasing our ability to maintain law and order. Again the words of Justice Brandeis in *Whitney v. California* are especially resonant, with his admonition that the framers of the Constitution "knew that order cannot be secured merely through fear of punishment for its infraction; that it is hazardous to discourage thought, hope and imagination; that fear breeds repression; that repression breeds hate; that hate menaces stable government; that the path of safety lies in the opportunity to discuss freely supposed grievances and proposed remedies; and that the fitting remedy for evil counsels is good ones." If a society as wide-open and pluralistic as America is not to explode from festering tensions and conflicts, there must be valves through which citizens with discontent may blow off steam. In America we have come to accept the wisdom that openness fosters resiliency, that peaceful protest displaces more violence than it triggers, and that free debate dissipates more hate than it stirs.

The link between speech and democracy certainly provides some explanation for the American veneration of free speech, but not an entirely satisfying or complete one. For there are many flourishing democracies in the world, but few of them have adopted either the constitutional law or the cultural traditions that support free speech as expansively as America does. Moreover, much of the vast protection we provide to expression in America seems to bear no obvious connection to politics or the democratic process at all. Additional explanation is required.

Probably the most celebrated attempt at explanation is the "marketplace of ideas" metaphor, a notion that is most famously associated with Holmes' great dissent in *Abrams*, in which he argued that "the best test of truth is the power of the thought to get itself accepted in the competition of the market." The marketplace of ideas metaphor does not posit that truth will emerge from the free trade in ideas, at least not instantly. That would be asking too much. It merely posits that free trade in ideas is the best test of truth, in much the same way that those who believe in *laissez-faire* economic theory argue that over the long haul free economic markets are superior to command-and-control economies. The American love of the marketplace of ideas metaphor stems in no small part from our irrepressible national optimism, the American "constitutional faith" that, given long enough, good will conquer evil. As long as this optimism is not blind naiveté, but is rather a motive force that encourages us to keep the faith in the long view of history, it can be a self-fulfilling prophecy. Just as we often have nothing to fear

but fear, hope is often our best hope. Humanity may be fallible, and truth illusive, but the hope of humanity lies in its faith in progress. The marketplace metaphor reminds us to take the long view. Americans like to believe, and largely do believe, that truth has a stubborn and incorrigible persistence. Cut down again and again, truth will still not be extinguished. Truth will out, it will be rediscovered and rejuvenated. It will prevail.

The connection of freedom of speech to self-governance and the appeal of the marketplace of ideas metaphor still, however, do not tell it all. Freedom of speech is linked not merely to such grandiose ends as the service of the democracy or the search for truth. Freedom of speech has value on a more personal and individual level. Freedom of speech is part of the human personality itself, a value intimately intertwined with human autonomy and dignity. In the words of Justice Thurgood Marshall in the 1974 case *Proconier v. Martinez*, "The First Amendment serves not only the needs of the polity but also those of the human spirit - a spirit that demands self-expression."

Many Americans embrace freedom of speech for the same reasons they embrace other aspects of individualism. Freedom of speech is the right to defiantly, robustly and irreverently speak one's mind just because it is one's mind. Freedom of speech is thus bonded in special and unique ways to the human capacity to think, imagine and create. Conscience and consciousness are the sacred precincts of mind and soul. Freedom of speech is intimately linked to freedom of thought, to that central capacity to reason and wonder, hope and believe, that largely defines our humanity.

If these various elements of our culture do in combination provide some insight into why freedom of speech exerts such a dominating presence on the American legal and cultural landscape, they do not by any means come close to explaining the intense and seemingly never-ending legal and cultural debates over the limits on freedom of speech.

While the language of the First Amendment appears absolute, freedom of speech is not an absolute right. Certain limitations and restrictions apply. Conflicts involving freedom of expression are among the most difficult ones that courts are asked to resolve. This ongoing process is often contentious and no one simple legal formula or philosophical principle has yet been discovered that is up to the trick of making the job easy. Americans thus continue to debate in political forums and litigate in courts such issues as the power of society to censor offensive speech to protect children, the permissibility of banning speech that defeats protection of intellectual property, the propriety of curbing speech to shelter personal reputation and privacy, the right to restrict political contributions and expenditures to reduce the influence of money on the political process, and countless other free-speech conflicts. Free speech cases frequently involve a clash of fundamental values. For example, how should the law respond to a speaker who makes unpopular statement to which the listeners react violently? Should police arrest the speaker or try to control the crowd? Courts must balance the need for peace and order against the fundamental right to express ones point of view.

According to one current state of law, freedom of speech does not protect the following: Speech that contains "fighting words" (insulting or abusive language that is likely to cause "an immediate violent response"); Obscenities; Language or communication directed to inciting, producing or urging the commission of a crime; Defamation - words or communication that are false and untrue and are intended to injure the character and reputation of another person; Abusive, obscene or harassing telephone calls; Loud speech and loud noise meant by volume to disturb others or to create a clear and present danger of violence.

Yet while the country continues to struggle mightily to define the limits and continues to debate vigorously the details, there is surprisingly little struggle and debate over the core of the faith. Americans truly do embrace the central belief that freedom of speech is of utmost value, linked to our

defining characteristics as human beings. While limits must exist, American culture and law approach such limits with abiding caution and skepticism, embracing freedom of speech as a value of transcendent constitutional importance.

“Without Freedom of thought, there can be no such Thing as Wisdom; and no such thing as public Liberty, without Freedom of speech”

~ Benjamin Franklin quotes

“If the freedom of speech is taken away then dumb and silent we may be led, like sheep to the slaughter.”

~ George Washington quotes

I live in America. I have the right to write whatever I want. And it's equaled by another right just as powerful: the right not to read it. Freedom of speech includes the freedom to offend people. Brad Thor

“If liberty means anything at all, it means the right to tell people what they do not want to hear.”

— George Orwell

“I may not agree with you, but I will defend to the death your right to make an ass of yourself.”

— Oscar Wilde

Beth Bond

From: Barry Weller
Sent: Friday, April 25, 2014 11:49 AM
To: Beth Bond
Cc: Delwin P. Wengert
Subject: May 6th Agenda Item
Attachments: Live Streaming Presentation Backup.pdf

Beth,

I cannot find the electronic form for an agenda submittal so please utilize this email as such for now.

Please put the following on the May 6th Agenda with the attached pdf file for backup materials:

Submitter's Name: Supervisor District 3

Date / Signature 4/25/2014 (Use this email address as my signature in this matter

Description detail and action direction: There shall be a short presentation, by Mr. Brad Grower, on Live streaming options for the County Board of Supervisors as an improved communication tool, followed by discussion and possible action. District 3 Supervisor requests the attendance of Apache County Communications and Information technology departments for questions and dialogue.

Thank You

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

Barry Weller

From: Durable Brad [durablebrad@gmx.com]
Sent: Monday, April 21, 2014 9:09 AM
To: Barry Weller
Subject: Agenda item: Videoconferencing and Streaming Live Video

Supervisor Weller,

Yuma County, Arizona has installed and is currently using EarthChannel software to stream live video of their meetings, and to provide on-demand viewing of archived meetings.

Live Streaming

Stream live media directly from your web site. Simply embed your custom Live Player with a one-time copy and paste process and easily control your stream from the EarthChannel software. Live video, digital billboards and even pre-recorded program content can be simulcast from your cable channel, or only enable your stream when the meeting is in session — the choice is yours. The best part? Hardware is included!

<http://earthchannel.com/media/pricing/>

EarthChannel will provide a demonstration of their software if requested, and can be contacted at (678) 935-9103.

Yuma County I.T. Director Kevin Tunell is available for consultation regarding this application at (928) 373-1111.

Gila County, Arizona has installed and is currently using both Avaya Scopia video conferencing software and LifeSize video conferencing software to enable communication between members of the Board of Supervisors, and county employees located in different locations.

This is a short demo video about Avaya Scopia: https://www.youtube.com/watch?v=R_uk_1dRSIc

<http://www.avaya.com/usa/product/avaya-scopia-video-conferencing-infrastructure> also provides a different demo.

Avaya will provide a demonstration of their software if requested, and can be contacted at 1-866-462-8292.

This is a detailed webinar video from LifeSize regarding video conferencing: <https://www.youtube.com/watch?v=XqD6p5jx8ag>

<http://www.lifesize.com/en/get-started/what-is-video-conferencing> also provides a shorter demo.

LifeSize will provide a demonstration of their software if requested, and can be contacted at 1-877-543-3749.

Gila County I.T. Director Kelly Riggs is available for consultation regarding either of these applications at (928) 402-8775.



AVAYA The Power of We™

PRODUCTS SERVICES CAPABILITIES PERSPECTIVES PARTNERS ABOUT AVAYA

Home Products Unified Communications and Collaboration
Avaya Scopia Video Conferencing Infrastructure

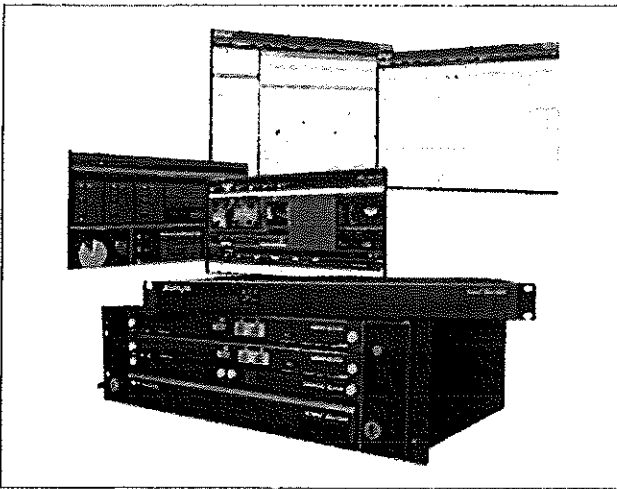
Chat

Avaya Scopia® Video Conferencing Infrastructure

TRY IT BUY IT

Advanced Solutions for Now and into the Future

OVERVIEW CASE STUDIES RESOURCES TECH SPECS



LAY THE FOUNDATION FOR POWERFUL, SCALEABLE, AND INTEROPERABLE MULTI-PARTY VIDEO COLLABORATION

Build on your existing video deployment with HD video conferencing, for scalable, cost-effective, and unparalleled interoperability with other standards-based video endpoints. Experience advanced room systems and distributed desktop and mobile endpoints. Invite anyone, anywhere, on any network, to participate in a video call. Customizable, always available virtual conference rooms support scheduled and ad-hoc conferencing from video conference room systems, desktops, and mobile apps.

Demo Video ›

1. Unmatched Density and Scale

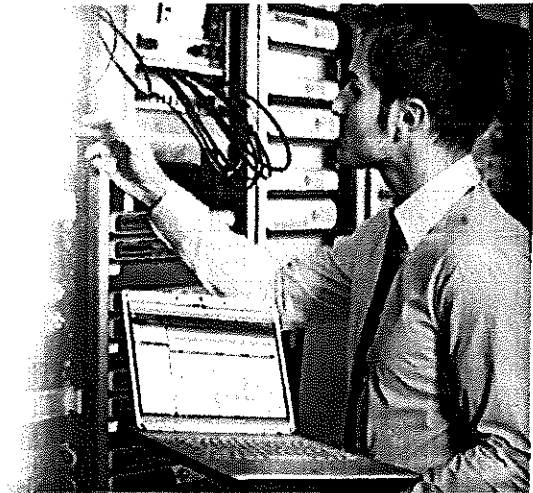
Gain the largest video capacity (80 HD ports) in a single 1U system with hybrid hardware and software architecture, including powerful video acceleration.

2. Video Conferencing and UC Interoperability

Connect to any standards-based video conferencing system and leading Unified Communications client.

3. Unified Central Management

Schedule, moderate, control, administer, and monitor your entire video conferencing deployment.



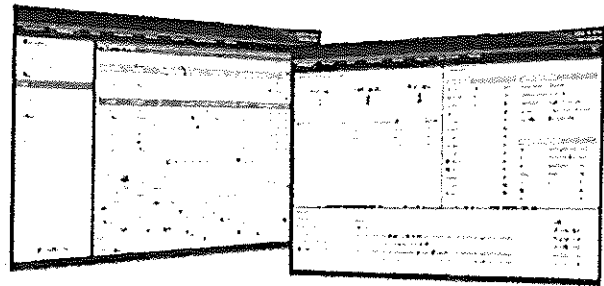


Video Conferencing Infrastructure

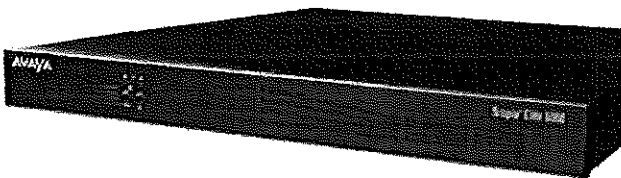
Take advantage of standards-based multipoint conferencing units (MCUs), which deliver high density and unrivaled performance. Firewall traversal enables secure connectivity between enterprise networks and remote sites. Deploy gateways to connect to legacy systems as well as market-leading unified communications solutions, contributing to current and future investment protection.

Video Conferencing Management Software

Manage and control your video network. Enable easy access to those inside and outside your organization. Bring scalability and redundancy to your organization by virtualizing resources in distributed deployments.



Firewall and NAT Traversal for Secure Connectivity



Enable remote endpoints to securely access your video network with Avaya Scopia® Firewall Traversal, the complete firewall and NAT traversal solution. Avaya maintains the security and advantages of firewall and NAT over video networks and allows seamless integration with existing video conferencing systems and infrastructure components.

Video Network Monitoring

Use Avaya's intelligent monitoring solution to evaluate network readiness before and after voice and video applications are deployed in your enterprise or service provider network. Monitor the network media continuously to help ensure Quality of Experience (QoE) for users and to detect potential faults in user applications.



Virtual Meeting Rooms for Instant, Face-to-Face Collaboration

Assign a virtual video room to anyone in your organization, enabling easy access to those inside or outside your company. These always-on rooms allow scheduled and ad-hoc conferencing from video room systems as well as desktop and mobile apps. Virtual rooms are fully customizable.



EXPLORE AVAYA VIDEO COLLABORATION PRODUCTS

[AVAYA SCOPIA® XT VIDEO CONFERENCING >](#)

[AVAYA SCOPIA® DESKTOP AND MOBILE APPLICATIONS >](#)

Video Support Services

Enlist Avaya Global Support Services to help maintain a highly stable video network

[LEARN MORE >](#)



HOW TO BUY

CALL US

U.S. or Canada: 1-866-GO-AVAYA

All Other Locations: 1-908-953-6000

[EMAIL US >](#)

[FIND A PARTNER >](#)

[CHAT >](#)

LATEST NEWS: [Avaya Receives Network ScoreBoard Award for Distributed Video Conferencing](#)

[QUICK LINKS >](#)

[MAGAZINE](#) | [NEWSROOM](#) | [CAREERS](#) | [SITMAP](#) | [TERMS OF USE](#) | [PRIVACY](#) | [COOKIES](#) | [CONTACTS](#)



© 2013-2014 Avaya Inc.

EarthChannel

☎ 678-935-9103

- Home
- Media Management
- Examples
- News
- About
- Contact Us

Media Management

- Hardware Included
- Flat-Rate Pricing
- Additional Options
- Technical Specs

Flat-Rate Pricing

EarthChannel's open government solutions are easy and affordable, offering a wide variety of customiz plans. Packages start at \$2,495 per year and pricing is based on the size of your community. Most folks choose annual billing, but you can choose quarterly, or monthly as well.

Choose The Plan That's Right For You

Below is a sample of the most common packages that publishers choose. We can customize any plan to fit your needs, but this is a good place to start. The pricing is for any jurisdiction with 50,000 in populat or less.

<p>SOLO-VOD</p> <p>\$2,495 /year SMART & SIMPLE</p> <p>OnDemand Only Unlimited Storage Unlimited Bandwidth No Hardware Required</p>	<p>SOLO-LIVE</p> <p>\$3,995 /year SMART & SIMPLE</p> <p>24/7 Live Video Only Unlimited Bandwidth Unlimited Viewers Hardware Included</p>	<p>PLUS</p> <p>\$4,995 /year MOST POPULAR</p> <p>Live AND VOD OnDemand Indexing Unlimited Storage Unlimited Bandwidth Unlimited Viewers Hardware Included</p>	<p>COMPLETE</p> <p>\$6,995 /year ALL FEATURES</p> <p>Real Time Indexing Live AND OnDemand Unlimited Bandwidth Unlimited Storage Hardware Included</p>
---	--	---	---

** Unlimited storage applies to jurisdictions with less than 100,000 in population, with self-generated media that matches your EarthChannel profile and is limited to 5-years.*

No Limits

Unlimited bandwidth. Unlimited viewers. Unlimited storage¹. Unlimited support. Unlimited training. You never have to concern yourself with overages, or additional costs. Everything is included in your single annual fee.

No Hidden Costs

There are no hidden costs: no setup fees, licensing, training, support or maintenance fees. Our publishers pay a single price and nothing more. This allows for an accurate and reliable budget without forcing you to skimp on features.

No Haggle / No Hassle / No Pressure

We hate high-pressure sales. Our team is made up of people who prefer to solve problems over selling “products”. Rest assured, there’s never any pressure to buy or repeated requests for commitment. We always respect your need to make the decision that best suits your unique requirements.

Many customers call to ask a quick question, request a brief overview of what’s available, ask about specific pricing, or even brainstorm about possibilities. We’re here to answer those questions as quickly or as detailed as you’d like.

Let’s Get Started

Simply call us at 678-935-9103, or fill out our [simple form](#) to request a quote and demo of our software. See just how easy and affordable a turn-key open government solution can be for your jurisdiction.



© 1995 - 2013 [EarthChannel Communications, Inc.](#), All Rights Reserved.
EarthChannel™ and EarthCast™ are registered trademarks.

Beth Bond

From: Joe Young <JYoung@apachelaw.net>
Sent: Wednesday, April 30, 2014 1:58 PM
To: Bonnie Stallings
Cc: Beth Bond; Delwin P. Wengert
Subject: RE: MOU with BLM

Beth, I have reviewed the MOU and discussed with Delwin. The agenda item should read:

Discussion/Possible approval of a Memorandum of Understanding between the Department of the Interior, Bureau of Land Management, Socorro Field Office and Apache County establishing the County as a cooperating agency working with the BLM for the purpose of preparing the Lobos CO2 Pipeline Project Environmental Impact Statement.

From: Bonnie Stallings [bstallings@co.apache.az.us]
Sent: Wednesday, April 23, 2014 10:03 AM
To: Joe Young
Subject: MOU with BLM

Joe: Delwin has asked that you please review the enclosed document. He wants to put it on the agenda for our next board meeting. Thank you, B

Memorandum of Understanding
Between
The Department of the Interior, Bureau of Land Management, Socorro Field Office
and
Apache County, Arizona
as a Cooperating Agency

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's Socorro Field Office ("BLM") and Apache County, Arizona ("Apache County" or "Cooperator") for the purpose of preparing the Lobos CO2 Pipeline Project Environmental Impact Statement (EIS). The BLM is the lead federal agency for development of the Lobos CO2 Pipeline Project EIS. The BLM acknowledges that the Cooperator has jurisdiction by law and special expertise applicable to the EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by Apache County as a Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the Department of the Interior's NEPA regulations (43 CFR Part 46), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4, and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Apache County as a Cooperating Agency in the Lobos CO2 Pipeline Project EIS process.
- B. To provide a framework for cooperation between the BLM and the Cooperator that will ensure successful completion of the EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the EIS and the Record of Decision (ROD).
- D. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321 *et seq.*).
 - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 *et seq.*).
 - 2. Bureau of Land Management planning regulations (43 CFR 1601 *et seq.*).
- C. The authorities of Apache County to enter into this MOU include, but are not limited to:
 - 1. Title 11 of Arizona Revised Statutes

IV. Roles and Responsibilities

- A. BLM Responsibilities:
 - 1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, the Final EIS, and the ROD. The BLM's responsibilities include determining the purpose of and need for the project, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
 - 2. To the fullest extent consistent with its responsibilities as lead agency, the BLM will consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law and/or special expertise.
 - 3. To the fullest extent practicable, after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties, the BLM will provide the Cooperator with copies of documents underlying the EIS relevant to the Cooperator's responsibilities, including technical reports, data analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.
- B. Cooperating Agency Responsibilities:
 - 1. Apache County is a Cooperating Agency in this planning process and is recognized to have jurisdiction by law and special expertise in the following areas:

- a. Cooperator's jurisdiction by law is outlined in the Arizona State Constitution and Title 11 of the Arizona Revised Statutes.
- b. Cooperator's special expertise relates to land use, economic, environmental, social and historical issues and concerns relevant to the Project.
2. Cooperator responsibilities shall include the following:
 - a. Assist the BLM in the preparation of the EIS, ensuring that interests of the Apache County are incorporated as part of the EIS. Review relevant documents and submit comments to the BLM Project Manager within agreed-upon time frames.
 - b. Provide the BLM Project Manager with information to assist in the development of a range of reasonable alternatives and in the analysis of effects on Apache County.
 - c. Participate in communications regarding the EIS for the Lobos CO2 Pipeline Project, including, but not limited to, conference calls, meetings, and e-mails. When appropriate, send a representative(s) to attend EIS-related meetings scheduled by the BLM.
 - d. Provide written comments on EIS-related documents within time frames provided by the BLM. These documents include, but are not limited to, draft versions of the Draft EIS and Final EIS, technical reports, and public notices.
 - e. Respond to comments on the Draft EIS to Cooperator interests and advise the BLM if the findings of the EIS do not support Cooperator needs.
 - f. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction and/or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:
 - i. NEPA review assistance and data and information that pertains to the interests of the Apache County including land use planning and social and economic impacts. Cooperator will identify and evaluate project-related impacts on, and develop alternatives and mitigation strategies related to their areas of jurisdiction and special expertise.
 - ii. Other such information that is relevant to project issues or data needs.
3. Within the areas of its jurisdiction and/or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve planning issues, providing input to the draft Analysis of the Management Situation, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the Lobos CO2 Pipeline Project EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.H.).
2. The Parties agree to comply to the best of their ability with the planning schedule provided as Attachment B, which includes dates for EIS milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with the Lobos CO2 Pipeline Project EIS process unless otherwise provided for by separate agreements.

V. Other Provisions

- A. *Authorities not altered.* Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. *Financial obligations.* Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorizations and appropriations available.
- C. *Immunity and defenses retained.* Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. *Conflict of interest.* The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the Lobos CO2 Pipeline Project EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. *Document disagreement or inconsistency.* Where the BLM and one or more Cooperators disagree on substantive elements of the EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's views in the Draft EIS. The BLM will also describe substantial inconsistencies between the proposed action(s)

and the objectives of official state, local, or tribal land use plans and policies.

- F. *Management of information.* The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The BLM acknowledges that the Cooperator's handling of these materials may be impacted by the Arizona Public Records Law. The Parties agree that the BLM at its discretion may withhold from the cooperator those documents that would otherwise be available for public release under the Arizona Public Records Law.
- G. *Confidentiality of information.* The Cooperator agrees to the following conditions for maintaining the confidentiality of project data received: (1) To prevent the use or disclosure of any data received unless the data is already in the public domain or disclosure is required by law; (2) To report to the BLM any use or disclosure of the data of which it becomes aware; and; To require any of its agents or contractors that received or have access to the data to agree to the same restrictions and conditions on the use and/or disclosure of the data that apply to Cooperator under this agreement.
- H. *Conflict Resolution.* The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the Lobos CO2 Pipeline Project EIS and ROD.
- I. *Coordination with contractors.* Edge Environmental and its sub-contractor Merjent serves as the BLM's contractor for environmental analysis and EIS preparation. Cooperators may communicate with the contractor only through BLM's representative. Galileo Project, LLC serves as the BLM's contractor for project management assistance (PMAC). Cooperators may provide information and comments directly to the PMAC contractor. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contracts with Edge Environmental and Galileo Project, and that Cooperator is not authorized to provide technical or policy direction regarding the performance of these contracts.

VI. Agency Representatives

Each party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperator and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and at least one Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. If not terminated earlier, this MOU will end when the ROD for the Lobos CO2 Pipeline Project EIS is approved by the BLM authorized officer. Any Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

**Department of the Interior
Bureau of Land Management
Socorro Field Office**

Danita Burns
Socorro Field Manager

Date

Apache County, Arizona

Delwin P. Wengert
County Manager

Date

Attachment A
 Cooperating Agency Participation in the Lobos CO2 Pipeline Project
 Environmental Impact Statement

	RMP/EIS Stage	Potential Activities of Apache County, Arizona (Cooperating Agency - CA) within their acknowledged areas of expertise.
1	Conduct public scoping meetings and identify issues	Provide input on preparation plan; identify coordination requirements based on CA's plans; identify significant issues; identify relevant local and regional organizations and interest groups; collaborate in reviewing/ assessing scoping comments (review of scoping report); identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Collect inventory data	Identify data needs; provide data and technical assistance for analysis within CA's expertise
3	Formulate alternatives	Collaborate with BLM Project Managers, EIS Contractor (Edge), PMAC Contractor (Galileo) and BLM Field Managers and ID Team reps. in developing alternatives. Suggest land allocations or management actions to resolve issues. [Decision to select alternatives for analysis is reserved to the BLM]
4	Estimate effects of alternatives	Provide effects analysis within CA's expertise, identify direct, indirect, and cumulative effects; suggest mitigation measures for adverse effects.
5	Select the preferred alternative; issue Draft Resource Management Plan Amendment(RMPA)/EIS	Collaborate with BLM Project Managers, EIS Contractor (Edge), PMAC Contractor (Galileo) and BLM Field Managers and ID Team reps in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft RMPA-EIS. CA may also provide written, public comments on draft if desired. [Decision to select a preferred alternative and to issue a draft is reserved to the BLM.]
6	Respond to Comments	As appropriate, review comments within CA's expertise and provide assistance to the BLM in responding
6a	Issue Proposed RMPA/Final EIS	[Action reserved to the BLM]
6b	Initiate Governor's Consistency Review	[Action reserved to the BLM if a proposed RMP amendment is part of the Final EIS.]
7	Sign Records of Decision (ROD) [or]	[Action reserved to the BLM.] <ul style="list-style-type: none"> • BLM will issue a ROD for the ROW portion of the project and any proposed RMP amendments.
7a	Resolve protests; modify Proposed RMP/Final EIS if needed, sign ROD	[Action reserved to the BLM.] If Apache County provided information relevant to a protest, they may be asked for clarification.

Attachment B
Schedule

Note: This Schedule portion of the MOU will be updated and finalized as the project progresses and as issues are identified. BLM and Apache County will work together, as well as other Cooperating Agencies to finalize and agree on a schedule that is realistic and achievable.

NOTE: SCHEDULE UNDER REVIEW

Milestone	Start Date	End Date
Alternatives Development	2/11/14	5/29/14
Resource Report Review	2/21/14	4/21/14
Final Resource Reports Review	6/23/14	7/7/14
Administrative Draft EIS Review	7/22/14	8/18/14
Draft Plan of Development Review	7/22/14	8/18/14
Identification of Agency Preferred Alternative	8/20/14	9/10/14
Publication of Notice of Availability of the Draft EIS in the Federal Register	-----	11/3/14
Public Comment Period	11/4/14	12/18/14
Comment Response Development	11/5/14	1/9/15
Administrative Draft of Final EIS Review	3/16/15	4/17/15
Final Draft Plan of Development Review	3/16/15	4/17/15
Publication of Notice of Availability of Final EIS in the Federal Register	-----	6/19/15
Final EIS 30 day protest period	6/21/15	7/20/15
BLM's Record of Decision	-----	7/20/15

Attachment C

Agency Representatives

BUREAU OF LAND MANAGEMENT

EIS Name: Lobos CO2 Pipeline Project

Primary Representative: Mark Mackiewicz, Senior National Project Manager
Phone: (435) 636-3616
E-Mail Address: mmackiew@blm.gov
Physical Address: Bureau of Land Management
Price Field Office
125 S 600 W
Price, UT 84501-2833

Backup Representative: Ann D. Knight, Realty Specialist and Project Manager
Phone: (575) 838-1267
E-Mail Address: aknight@blm.gov
Physical Address: Bureau of Land Management
Socorro Field Office
901 S. Highway 85
Socorro, NM 87801

APACHE COUNTY, ARIZONA

Primary Representative: Delwin Wengert, County Manager
Phone: (928) 337-7503
E-Mail Address:
Physical Address P.O. Box 428
St. Johns, Arizona 85936

Backup Representative:
Phone:
E-Mail Address:
Physical Address:

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: 4/28/2014

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

Discussion and possible action after an executive session for Legal Advice pertaining to the Alternative Draft EIS proposed by Supervisor Barry Weller and the Draft EIS prepared by the Ad Hoc Committee that is being proposed by the Eastern Arizona Counties Association.

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: _____

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)

4/28/14

Date/Signature: Co Manager / Fenner

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

Work session on the 2014-2015 Budget

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: _____

Signature: _____

Other Review: _____

Signature: _____

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

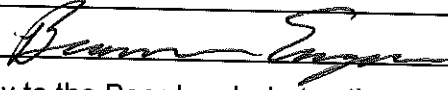
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Office of Emergency Management

Date/Signature: 4/21/14



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

The Office of Emergency Management along with Steve Bold from the Arizona Department of Emergency Management will provide a work session following the BOS involving all elected officials and department heads regarding Continuity of Operations Plan (COOP).

BOS Meeting Date Requested 5/6/14

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