



Joe Shirley, Jr.
Vice Chairman, District I

Alton Joe Shepherd
Chairman, District II

Travis Simshauser
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS,
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
AND THE APACHE COUNTY JAIL DISTRICT
November 10, 2020
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Pledge of Allegiance.
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
November 10, 2020**

1. Discussion and possible approval of the Professional Services Agreement with the Apache County Public Health District/Health Start Program and Hummingbird Early Interventions Services, LLC to provide social work consultation as required by the State of Arizona Health Start Policy & Procedures Manual at the rate of \$50.00 per hour. This has been budgeted for in FY20.
2. Discussion and possible approval of Intergovernmental Agreement Amendment #4 to the Immunization Services Contract #ADHS18-177674 in the amount of \$50,000 that will assist the Health Department to increase the flu vaccination rates for adults within the county. This has been budgeted for in FY20.
3. Discussion and possible approval of Intergovernmental Agreement Amendment #5 to the Immunization Services Contract #ADHS 18-177674 in the amount of \$125,000 to improve vaccine cold storage and increase capacity for data entry and reminder recall activities. This has been budgeted for in FY20.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY JAIL DISTRICT
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING
November 10, 2020**

1. Discussion and possible approval to eliminate two (2) part-time (520 hour) Detention Nurse LPN positions, to eliminate two (2) part-time (520 hour) Detention Nurse RN positions, and to create one full-time (2080 hour) Detention Nurse LPN position. This change will result in a cost savings of \$30,000.

**NOTICE OF PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
November 10, 2020**

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

County Manager/Clerk of the Board:

- *A. Request approval of demands as distributed to the Apache County Board of Supervisors between October 6, 2020 and November 10, 2020. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- *B. Request approval of minutes dated October 6, 2020, October 15, 2020, and October 21, 2020.
- *C. District II: Request approval to increase the salary of Craig Tsosie to \$36,795.20. This will cost approximately \$3,500 annually including ERE's.
- *D. District II: Request approval of a resolution to accept grant funds (for District II) in the amount of \$166,100 from the USDA-Community Facilities Direct Loan & Grant Program for radio tower enhancement & fleet radios.
- *E. District II: Request approval of a resolution to accept grant funds (for District II) in the amount of \$91,700 from the USDA-Community Facilities Direct Loan & Grant Program for a backhoe loader.

Election Department:


- *F. Request approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Alan James Barwick for the Canyon De Chelly Precinct.

Community Development:

- *G: Request approval of a conditional use permit allowing CellularOne to replace a 40' foot wood pole tower with a 180' foot self-support lattice tower, along with associated radio equipment on the ground and enclosed by a 50' x 50' x 6' CMU wall. The new tower will be located on the north side of the Greer Community Center and will provide better communication, and First Net emergency services to the community. The tower will be located on A.P.N. 102-11-001J and the Planning & Zoning Commission unanimously recommended approval on October 1, 2020 with conditions.
2. County Manager: Discussion and possible approval of a Liquor License Application recommendation for Rendezvous Diner, located at 117 Main Street in Greer, Arizona.
 3. District III: Discussion and possible approval of USDA Rural Energy for America Program (REAP) grant award in the amount of \$50,000. This has been budgeted for in FY20.
 4. District III: Discussion and possible approval of Community Development Block Grant (CDBG) Contract #123-21 between the Department of Housing and Apache County to purchase equipment for the Springerville Fire Department in the amount of \$51,980. This has been budgeted for in FY20.
 5. District III: Review of Environmental Review of the Concho Mellon Community Center location and possible approval of Environmental Assessment Checklist and Release of Funds Request as part of the Community Development Block Grant (CDBG) award.
 6. District III: Discussion and possible approval of a Memorandum of Understanding with the Bureau of Land Management (BLM) granting cooperating agency status to Apache County during the process of preparing an Environmental Impact Statement (EIS) for the Federal Livestock grazing regulations.
 7. Engineering Department: Discussion and possible approval of an amendment to extend the contracts of Torrison Consulting LLC and HistoricStreetscapes PLLC from October 22, 2020 to December 31, 2020 at no additional cost to the County and to further extend the contracts for Torrison Consulting LLC and HistoricStreetscapes PLLC until project completion on an hourly rate basis as provided under said contracts or as listed on price sheet.
 8. Emergency Management: Discussion and possible approval to accept a grant (Subrecipient Agreement Number 200100-01) from the State Homeland Security Grant Program in the amount of \$2,800. This grant will go towards purchasing Community Emergency Response Team (CERT) bags. This has been budgeted for in FY20.
 9. Emergency Management: Discussion and possible approval to accept the FFY 2020 Emergency Management Performance Grant (Grant Award #EMF-2020-EP-00009) in the amount of \$214,325.86. This grant has a 50/50 cost match. This has been budgeted for in FY20.

10. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

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

Posted this 6th day of November 2020 @ 1:30 p.m. by 



Ryan N. Patterson
Clerk of the Board

Beth

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 10/06/2020

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

ACPHSD requests discussion and possible approval of the Professional Services Agreement between ACPHSD/Health Start Program and Hummingbird Early Interventions Services, LLC to provide Social Work Consultation as required by the State of Arizona Health Start Policy & Procedure Manual at the rate of \$50 per hour. This has been budgeted for FY21.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature

Check if item does not require review _____

Finance Review: Approved. See email

Signature

Check if item does not require review _____

Human Resources Review: _____

Signature _____

Check if item does not require review _____

Other Review: _____

Signature _____

Check if item does not require review _____

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

Kimberly Penrod

From: Timothy Hinton
Sent: Wednesday, October 7, 2020 7:57 AM
To: Kimberly Penrod
Subject: RE: Emailing: CSW Contract with Laura Denali, Hummingbird Agreement

Approved.

Timothy Hinton

-----Original Message-----

From: Kimberly Penrod <kpenrod@co.apache.az.us>
Sent: Tuesday, October 6, 2020 2:08 PM
To: Celeste Robertson <CRobertson@apachelaw.net>; Timothy Hinton <thinton@co.apache.az.us>
Cc: Preston Raban <praban@co.apache.az.us>; Laura Salazar <lsalazar@co.apache.az.us>
Subject: Emailing: CSW Contract with Laura Denali, Hummingbird Agreement

Celeste and Tim,

Please review the attached proposed agenda item and forward your approval to my attention. We would like to place this on the 11/10/2020 BOS agenda.

Thx,

Kimberly Penrod, Executive Assistant
Apache County Public Health Services District
PO Box 697 St. Johns, AZ 85936
RV (928) 333-2415 *6530 / SJ (928) 337-7694 kpenrod@co.apache.az.us

Your message is ready to be sent with the following file or link attachments:

CSW Contract with Laura Denali
Hummingbird Agreement

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Professional Services Agreement

This Agreement is made 1st day of November 2020, by and between *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* and *Hummingbird Early Intervention Services, LLC* (provider). This agreement is a contract between independent parties and shall not be construed to create any relationship other than that of independent contractors. The undersigned parties intend to be legally bound and agree as follows:

SERVICES

(a) *Hummingbird Early Intervention Services, LLC* (provider) will provide services as requested by the *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program*, under the terms and conditions of this Agreement and in accordance with all applicable Federal/State laws.

(b) Provider will participate in *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* system of service provision and quality assurance, in accordance with Arizona Department of Health Services policies and procedures.

(c) Provider will complete, and forward monthly progress and financial reports submitted with billing invoice.

Schedule of Services

Professional services under this agreement will be conducted on those days and times which *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program Staff* and *Provider* determine for social work consultation.

Confidentiality

Provider will not disclose the terms of this agreement to any third party, other than provider's account or lawyer, or as expressly required by law, without prior authorization from *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program*. Provider shall observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information concerning applicants for and recipients of Contracted Services.

Professional Liability Insurance

During the term of this agreement, *Hummingbird Early Intervention Services, LLC* (provider) will provide and maintain professional liability insurance in good standing, with minimum limits of liability of \$100,000.00 per occurrence/\$300,000.00 aggregate.

Documentation

Provider shall submit to *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* on an annual basis the following information:

- (a) Arizona License and/or Certificate

- (b) Professional Resume (one time only)
- (c) Professional Insurance Liability Certificate as requested

Term and Termination

Term

The term of this agreement will be for one (1) year, commencing November 1st, 2020, unless otherwise as provided in this agreement. Either party will have the right to terminate this agreement for any material breach of the terms of conditions of this agreement by the other party; if such breach is not corrected by the party committing the breach within thirty (30) days after written notice has been given.

Renewal

This agreement will be automatically renewed for additional terms of one (1) year each, unless either party notifies the other in writing of its intention not to renew the agreement. Said notices must be given thirty (30) days prior to the expiration of the term of this agreement.

Payment for Services/Professional Fees

Under this agreement, *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* agrees to compensate *Hummingbird Early Intervention Services, LLC* (provider) for Social Work Conciliation services provided as authorized by *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program*. *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* will pay Provider as follows:

Description: *Social Work Consultation*

Rate: *\$50.00 per hour*

Billing

Hummingbird Early Intervention Services, LLC (provider) shall submit to *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* a monthly billing statement of services rendered no later than the **tenth** working day of each month for the preceding month. Payment to Provider shall be made within thirty (30) days from the date of invoice, when a clean and accurate invoice has been submitted for payment. Provider agrees to list client full name, date of service, and individual and total charges for calendar month. Invoices shall be sent to:

*Apache County Health Services District
Apache County Health Start Program/Baby Sprouts Program
P.O. Box 697
St. Johns, Arizona 85936*

Indemnification

Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program will indemnify and hold Provider harmless against all actions, claims, demands, costs, expenses and attorneys fees resulting from any acts or omissions by *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* or its employees pursuant to this agreement.

Hummingbird Early Intervention Services, LLC (provider) will indemnify and hold *Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program* harmless against all actions, claims, demands, costs, expenses and attorney fees resulting from any acts or omissions by Provider pursuant to this agreement.

Mutual Cooperation

Apache County Health Services District, Apache County Health Start Program/Baby Sprouts Program and *Hummingbird Early Intervention Services, LLC* (provider) agree to cooperate in promoting quality care and providing the best possible services to children and families.

We, the undersigned, duly authorized representatives of the parties to this Agreement, have entered into this agreement without reservation, and have read the terms herein.

FACILITY:

Preston Raban, Director, Apache County Health Services District

Signature _____

Title _____

PROVIDER:

Laura L. Denali, Hummingbird Early Intervention Services, LLC,

Signature _____

Title _____

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 10/20/20

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

ACPHSD requests discussion and possible approval of IGA Amendment #4 Immunization Services Contract NO ADHS18-177674 in the amount of \$50,000 that will assist the Health Department to increase the flu vaccination rates for adults within the county. The price sheet that was approved last month at the 10/06/2020 BOS meeting has been revised by the state and needs to go through the approval process again.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Check if item does not require review

Finance Review:

Signature



Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177674

IGA Amendment No: 4
Arizona Procurement Portal Amendment No.: 2

Procurement Officer
Nicole Marquez

IMMUNIZATION SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:

1.1 Scope of Work, Page Nineteen (19), Provision 4.12, added item 4.12.2 that is hereby revised in this Amendment Four (4) to read:

4.12.2 Provide Supplemental Adult Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic.

Continued on next page

All other provisions of this agreement remain unchanged.

APACHE COUNTY

Contractor Name:

Authorized Signature

P.O. BOX 428

Address:

Print Name

ST. JOHNS

ARIZONA

85936

City

State

Zip

Title

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

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

State of Arizona

Clt Rlt

10/21/2020

Signature

Date

Signed this _____ day of _____ 2020.

Celeste Robertson - Deputy County Attorney

Print Name

Procurement Officer

Contract No.: ADHS 18-177674, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name



INTERGOVERNMENTAL AGREEMENT (IGA)
Amendment

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177674

IGA Amendment No: 4
Arizona Procurement Portal Amendment No.: 2

Procurement Officer
Nicole Marquez

1.2 The Price Sheet is revised and replaced with the Price Sheet of this Amendment Four (4);

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Not to exceed allocation/PO amount
Immunization Visit for Flu Vaccine in children and adult who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available.	\$50.00	Per visit	Not to exceed allocation/PO amount
Supplemental flu vaccination activities.	As needed by June 30, 2021	N/A	Total	Not to exceed allocation=\$50,000

Apache County Board of Directors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Preston Raban, Director ACPHSD

Date/Signature: 10/20/20

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

ACPHSD requests discussion and possible approval of IGA Amendment #5 Immunization Services Contract NO ADHS18-177674 in the amount of \$125,000 to improve vaccine cold storage capacity and increase capacity for data entry and reminder recall activities.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature 

Check if item does not require review

Finance Review:

Signature 

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

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



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177674

IGA Amendment No: 5
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Nicole Marquez

IMMUNIZATION SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:
 - 1.1 Scope of Work, Page Nineteen (19), Provision 4.12, VPD Outbreak and Pandemic Preparedness added items 4.12.3 and 4.12.4 that are hereby revised in this Amendment Five (5) to read:
 - 4.12.3 Improve vaccine cold storage capacity to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic.
 - 4.12.4 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic.

Continued on next page

All other provisions of this agreement remain unchanged.

APACHE COUNTY

Contractor Name:

Authorized Signature

P.O. BOX 428

Address:

Print Name

ST. JOHNS

ARIZONA

85936

City

State

Zip

Title

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

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

State of Arizona

Celeste Robertson

10/21/2020

Signature

Date

Signed this _____ day of _____ 2020.

Celeste Robertson - Deputy County Attorney

Print Name

Procurement Officer

Contract No.: **ADHS 18-177674**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177674	IGA Amendment No: 5 Arizona Procurement Portal Amendment No.: 3	Procurement Officer Nicole Marquez

1.2 The Price Sheet is revised and replaced with the Price Sheet of this Amendment Five (5);

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Not to exceed allocation/PO amount
Immunization Visit for Flu Vaccine in children and adult who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available.	\$50.00*	Per visit	Not to exceed allocation/PO amount
Supplemental flu vaccination activities.	As needed by June 30, 2021	N/A	Total	Not to exceed allocation=\$50,000
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities	As needed by June 30, 2021	N/A	Total	Not to exceed allocation=\$125,000

1.3 Exhibit Three (3) has been added;

EXHIBIT THREE

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:
DUNS #

Arizona Department of Health Services
804745420

Federal Award Identification (Grant Number):

6 NH23IP922599-02-01

Subrecipient name (which must match the name associated with its unique entity identifier):

Apache County

Subrecipient's unique entity identifier (DUNS #):

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF HEALTH SERVICES
 150 18th Ave Suite 530
 Phoenix, Arizona 85007

Contract No.:
ADHS18-177674

IGA Amendment No: 5
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Nicole Marquez

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$125,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$8,992,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$12,181,923.00

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for Children

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp:

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

Date/Signature: [Signature] 11/2/2020

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

Sheriff's Office: Request authorization to eliminate two (2) part-time (520 hour) Detention Nurse LPN positions, to eliminate two (2) part-time (520 hour) Detention Nurse RN positions, and to create one full-time (2080 hour) Detention Nurse LPN position. This change will not result in an increase to the FY 21 budget.

BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: [Signature]

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [Signature]

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Finance

Date/Signature: John C. Arl 11/2/20

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

Request approval of demands as distributed to the Apache County Board of Supervisors between October 6, 2020 and November 10, 2020. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/01/2020	Accounts Payable	DORLENE ALLRED	190.00
Open	NBAZ - Warrant Clearing Account	10/01/2020	Accounts Payable	SARAH MAE BEGAY	115.00
Open	NBAZ - Warrant Clearing Account	10/01/2020	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	317.46
Open	NBAZ - Warrant Clearing Account	10/05/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	430.94
Open	NBAZ - Warrant Clearing Account	10/05/2020	Accounts Payable	PACWEST TRADING LLC	51,544.50
Open	NBAZ - Warrant Clearing Account	10/06/2020	Accounts Payable	ALTON JOE SHEPHERD	30.02
Open	NBAZ - Warrant Clearing Account	10/06/2020	Accounts Payable	ALTON JOE SHEPHERD	485.88
Open	NBAZ - Warrant Clearing Account	10/06/2020	Accounts Payable	TRAVIS K SIMSHAUSER	300.00
Open	NBAZ - Warrant Clearing Account	10/06/2020	Accounts Payable	GABRIEL FREELAND	549.41
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	A-1 GLASS AND MIRROR INC	227.01
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ALLEGRA	792.90
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ALSCO INC	371.94
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	1,540.94
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	AMERICAN SECURITY CABINETS LLC	5,802.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	AMIGO CHEVROLET	1,621.91
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	APACHE COUNTY	223.42
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	TAMARA WILHELM APPLGATE	11.50
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ASHTONS REPAIR INC	1,010.27
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	AU EQUIPMENT LLC	623.76
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	AZ DEPT OF HEALTH SERVICES	365.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	516.97
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MALENA GENEVIEVE BAZURTO	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SARAH MAE BEGAY	305.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	408.59
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BOB BARKER COMPANY INC	217.55
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BOOT BARN	162.46
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MICHAEL T BRAGIEL	53.70
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BUDGET BLINDS	2,351.92
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	278.01
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CDW GOVERNMENT LLC	3,346.01
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CEDAR GROVE WATER CO	68.96
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CELLULAR ONE NE AZ	625.52
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CMS COMMUNICATIONS INC	25,415.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CONCHOCANI! (COMMUNITY ACTION NETWORK)	15.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CONTINUANT INC	1,178.20

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CONTRACT PHARMACY SERVICES INC	3,448.59
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	232.32
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	2,066.16
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ROGER STUART CURTIS	674.91
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DELL COMPUTER CORPORATION	318.58
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DEMCO	101.66
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DESERT MOUNTAIN CORPORATION	25,986.23
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DISH NETWORK	106.14
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BEN DUGDALE	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	E & E SERVICES INC	136.95
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	EMPIRE MACHINERY	7,633.36
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	50.22
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ROBERT L FITE	67.28
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FLEET PRIDE	832.44
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	410.51
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	JOHN L FREEMAN JR	53.59
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	1,858.91
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	171.67
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	214.83
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	182.84
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	178.27
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	119.59
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	127.80
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	173.10
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	172.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	185.65
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	10.02
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	123.20
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	110.01
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	FRONTIER	336.87
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	181.63
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SAMUEL TODD GARDNER	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	GMCO CORPORATION	8,336.52
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	H & C STARTER AND ALTERNATOR	251.30
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	HATCH CONSTRUCTION	4,837.06

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ROSCOE GEORGE HERRERA	104.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	HIGH COUNTRY PROPANE	281.27
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	HILL AZ GROCERY STORE	51.79
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	HILLYARD/FLAGSTAFF	827.42
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	HOME DEPOT	965.83
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ANNELL R HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	BRIAN HOUNSHELL	123.10
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	JOHN (JACK) INGRAM	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	INGRAM LIBRARY SERVICES	1,657.05
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	K & K CHEMICAL	466.80
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	KIMBALL EQUIPMENT COMPANY	16,935.29
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	PAMELA L KORB	250.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MICHAEL LATHAM	231.70
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LAWSON PRODUCTS INC	67.13
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LEXIPOL LLC	9,989.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LINGO	101.84
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LIVCO WATER & SEWER COMPANY	20.76
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LOWES COMPANIES INC	162.62
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MASS TRANSCRIPTIONS	318.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MCKESSON MEDICAL SURGICAL	179.34
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	OSCAR R MIRANDA	64.66
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MISSION UNIFORM & LINEN	73.03
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	LEHI MONTIERTH	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ALANE M MOORE	1,800.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NATIONAL BANK	14,158.19
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	26.70
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	538.62
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NATIONAL BANK OF ARIZONA 0962	85.55
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NATIONAL BUSINESS FURNITURE	596.62
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NAVAJO NATION SHOPPING CENTERS INC	181.26
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	97.52
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	454.99
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NAVAJO WESTERNERS	118.73
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NICOLL CONSTRUCTION LLC	116,036.87

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NJ SHAUM & SON INC	1,787.80
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	NORTH COUNTRY COMMUNITY HEALTH	625.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	OCLC INC	82.25
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	OFFICE DEPOT	304.46
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	OMEGA INDUSTRIAL SUPPLY	659.05
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	MARY ELLEN D OTERO	29.90
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	OVERDRIVE INC	578.43
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	PAGE STEEL	12.23
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DOUGLAS LANCE PEARCE	587.37
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	PERFECT PRINTZ LLC	206.95
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	393.09
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	QUILL CORP	2,482.95
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	RDO EQUIPMENT CO	249.96
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	RHINEHART OIL CO	2,612.92
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	RICOH USA INC	490.33
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SAFE KIDS WORLDWIDE	95.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SANOFI PASTEUR INC	1,633.22
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	893.39
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SEM APPLICATIONS INC	120.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	820.16
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ALTON JOE SHEPHERD	116.15
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VALERIE SIMPSON	95.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	342.59
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SPORTS WORLD INC	462.50
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SPRINGERVILLE AUTO WRECKERS	1,727.50
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	418.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	STANLEY SECURITY SOLUTIONS INC	672.91
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	SUMMIT FUNERAL HOME	1,451.50
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	THE AARONS COMPANY LLC	3,000.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	THE BANCORP BANK	104,830.50
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	THOMSON REUTERS WEST	450.95
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	TRINITY SERVICES GROUP INC	15,242.86
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	TRUCK WORKS HOLDINGS LLC	3,523.18
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VALLEY AUTO PARTS	3,504.08
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VALLEY IMAGING SOLUTIONS	131.49

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	700.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VERIZON WIRELESS	361.08
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	VICTORY SUPPLY LLC	3,403.92
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DELANA WAITE	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	DANIEL DAVIS WALKER	99.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	374.32
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	440.02
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	WOODLAND BUILDING CENTER	800.87
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	WRIGHT EXPRESS FSC	2,100.90
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	976.58
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	IVAN D ZHELEV	300.00
Open	NBAZ - Warrant Clearing Account	10/07/2020	Accounts Payable	ZOOM VIDEO COMMUNICATIONS INC	484.81
Open	NBAZ - Warrant Clearing Account	10/08/2020	Accounts Payable	HOME DEPOT	172.22
Open	NBAZ - Warrant Clearing Account	10/08/2020	Accounts Payable	INGRAM LIBRARY SERVICES	158.35
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	556.78
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	APACHE COUNTY FSA	933.11
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	APACHE COUNTY HSA	4,565.24
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	APACHE COUNTY MEDICAL	170,301.06
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	130,223.36
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	107,261.66
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,509.76
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	CORP DISABILITY	96.50
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,793.42
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,265.93
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	NATIONWIDE	3,258.70
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,346.65
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	35,008.48
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	SECURITY BENEFIT GROUP	315.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/13/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,455.64
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	24 HOUR GAS-N-GO	46.47
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	4IMPRINT	334.52
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ALPINE WATER AND SANITARY	90.17
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ALSCO INC	743.88
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	4,709.61
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AMERIGAS - GALLUP	832.04
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AMIGO CHEVROLET	123.98
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ANDA INC	112.09
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CHARLI A ANDERSON	542.80
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	APACHE COUNTY	9.48
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	APCO INTERNATIONAL INC	345.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	OLIVIA C ARANDA	14.17
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ASHTONS REPAIR INC	25.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ASSOCIATION OF STATE FLOODPLAIN MANAGERS INC	165.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ASSOCIATION OF STATE FLOODPLAIN MANAGERS INC	100.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AUTO SAFETY HOUSE LLC	249.58
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	51,746.75
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,141.22
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	257.47
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SARAH MAE BEGAY	535.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BIG STATE INDUSTRIAL SUPPLY INC	358.80
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	30,768.76
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BODNAR BOAT WORKS LLC	760.62
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BRIDES AUTO CENTER	205.98
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DEVIN BROWN	300.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BROWN'S PARTSMASTER INC	1,123.93
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	MEGAN L BRYAN	300.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BUTLER'S OFFICE EQUIPMENT & SUPPLY INC	78.12
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CDW GOVERNMENT LLC	4,015.04
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CELLULAR ONE NE AZ	201.76
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	120.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	41.99

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ELISA CRAIG	10.90
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	418.92
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DELL COMPUTER CORPORATION	6,406.80
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DIAMOND C FEEDS	78.53
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CECILIA DIAZ	64.47
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	13,572.99
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	EMBASSY SUITES - PHX THOMAS RD	136.21
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	EMPIRE MACHINERY	444.77
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ENTECH	2,060.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	63.90
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FRONTIER	108.73
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FRONTIER	80.14
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FUTURE TIRE	4,514.58
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FX TACTICAL LLC	132.62
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	GALL'S INC	169.06
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	GALLUP WATER WORKS	12.72
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	GFOA GOVERNMENT FINANCE OFFICERS ASSOC	595.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	GMCO CORPORATION	13,706.32
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	HILL AZ GROCERY STORE	64.83
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	HILLYARD/FLAGSTAFF	464.79
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	HOME DEPOT	330.89
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	BO HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	65.99
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	INGRAM LIBRARY SERVICES	4,177.94
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	JERRISON JUMBO	115.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	KAYENTA MONUMENT VALLEY INN	122.79
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	KONICA MINOLTA	396.37
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LANGUAGE LINE SERVICES INC	66.67
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LARSON WASTE INC	119.95
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LAWSON PRODUCTS INC	77.50
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LEGATE, PENROD & ASSOCIATES	2,896.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LIGHT HOUSE OF ARIZONA	697.83
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NAPA	40.13
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NATIONAL DISTRICT ATTORNEYS ASSOC	485.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	206.53
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	7,171.11
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	JULIE ANN NICHOLSON	87.26
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NORTHERN TOOL & EQUIPMENT CO	118.16
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	OVERDRIVE INC	6,863.81
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PABLO'S UPHOLSTERY & SUPPLIES	685.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PACIFIC PONDEROSA CO INC	3,329.26
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PAGE STEEL	24.46
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PATHOLOGY ASSOCIATES OF NORTHERN ARIZONA	10.47
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PERSONNEL SAFETY ENTERPRISES	118.16
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PFIZER INC	3,959.56
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PHELPS DIESEL	1,700.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	RANDOLPH PLATT DDS	636.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	PRO PETROLEUM	25,260.91
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	QUILL CORP	3,364.75
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	RDO EQUIPMENT CO	133.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	RELIABLE BACKGROUND SCREENING	722.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	RHINEHART OIL CO	16,526.80
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	RICOH USA INC	223.77
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	CELESTE ROBERTSON	1,800.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ANGELA C ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SAFE KIDS WORLDWIDE	95.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LAURA J SALAZAR	50.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	MAUREEN SANDERSON	907.50
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SANOFI PASTEUR INC	989.98
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	LAURENCE SCHIFF	2,200.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,093.71
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SEQRUS USA INC	6,560.24
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SIERRA PROPANE	325.99
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	289.30
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	1,105.63
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ST JOHNS CITY	772.99
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ST JOHNS GLASS	25.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	762.00

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SUN GLASS LLC	473.19
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	232.05
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	THE UNIVERSITY OF ARIZONA	7,500.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ALENA THOMPSON	400.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	THOMSON REUTERS WEST	1,016.25
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	TOWN OF EAGAR	468.98
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	TOWN OF SPRINGVILLE	1.88
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	54.55
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	636.54
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	SHERWOOD BOWEN UDALL	21.81
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	UNIFIRST CORPORATION	79.62
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	UNITED PARCEL SERVICE	600.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	VALLEY AUTO PARTS	1,086.44
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	VERIZON WIRELESS	40.01
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WAGNER EQUIPMENT CO	712.49
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WESTERN DRUG COMPANY	15.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WHITE MOUNTAIN AMBULANCE SERVICE INC	876.72
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	2,254.78
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	181.18
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	GARRET LEE WHITING	26.56
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ANTONIA WOOD	97.26
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WOOD MOULDING SPECIALTIES	119.38
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	WOODLAND BUILDING CENTER	1,473.99
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ESTHER YAZZIE-LEWIS	1,190.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	JOSEPH YOUNG	52.61
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	4 RIVERS EQUIPMENT LLC	7,644.36
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	DISH NETWORK	147.38
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	ROXANNE M DRYE	757.84
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.65
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,530.38
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	QUILL CORP	283.94
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	10/14/2020	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,433.42
Open	NBAZ - Warrant Clearing Account	10/15/2020	Accounts Payable	WRIGHT EXPRESS FSC	4,793.96
Open	NBAZ - Warrant Clearing Account	10/20/2020	Accounts Payable	AZ DEPT OF REVENUE	1,669.91
Open	NBAZ - Warrant Clearing Account	10/20/2020	Accounts Payable	GABRIEL FREELAND	275.36

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/20/2020	Accounts Payable	ALTON JOE SHEPHERD	362.40
Open	NBAZ - Warrant Clearing Account	10/20/2020	Accounts Payable	ALTON JOE SHEPHERD	57.28
Open	NBAZ - Warrant Clearing Account	10/20/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	1,214.94
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ALPINE WATER AND SANITARY	72.39
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	323.39
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AMAZON COM INC	10.90
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AMIGOS LIBRARY SERVICES	1,600.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ASHTONS REPAIR INC	1,104.85
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AT&T MOBILITY	122.61
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AU EQUIPMENT LLC	278.95
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AZ ASSOCIATION OF COUNTY ENGINEERS	250.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,295.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	AZ SUPREME COURT	2,600.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	994.85
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ALICIA BEGAY	850.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CODY DON BEGAY	69.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	DERRICK ALAN BEGAY	24.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SARAH MAE BEGAY	220.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BLACK RIDGE PHYSICAL THERAPY PLC	121.31
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	143.37
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BLUE LINE TOWING	300.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BODE CELLMARK FORENSICS INC	470.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BRIDES AUTO CENTER	97.70
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BURNHAM MORTUARY	355.50
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CANNON CONSULTANTS LLC	6,500.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CDW GOVERNMENT LLC	159.85
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	1,259.74
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	5,969.06
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	COPPER STATE BOLT & NUT CO	640.91
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	COVERT TRACK GROUP INC	648.30
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	110.93
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CREATIVE MULTIMEDIA INC (CMI)	14,065.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	284.83

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	337.40
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	KEANNA DEDMAN	50.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	DISH NETWORK	166.28
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	BEN DUGDALE	2.17
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	EMPIRE MACHINERY	409.58
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FERRELLGAS	55.09
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FLEET PRIDE	366.96
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	194.27
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	421.38
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	933.71
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	161.29
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	385.91
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	72.18
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	164.37
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	165.82
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	106.90
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	74.96
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	159.62
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	57.06
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	24.78
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	107.10
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	74.45
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	73.06
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	1,308.55
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	FRONTIER	732.14
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	GALL'S INC	274.11
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	GALLUP WATER WORKS	28.50
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	GLAXO SMITHKLINE PHARMACY	4,945.46
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	GMCO CORPORATION	14,295.55
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	LEVERIL GRAY	224.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	DARYL GREER	734.84
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	HILL AZ GROCERY STORE	47.39
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	HILL AZ GROCERY STORE	197.66
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	HILLYARD/FLAGSTAFF	1,404.62
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	HOME DEPOT	1,155.58
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	HOSPITALIST MEDICINE HEALTHCARE LLC	131.02

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	IAN BRIMHALL PC	76.32
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	INGRAM LIBRARY SERVICES	1,555.46
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	INTERNATIONAL ASSOC OF CHIEFS OF POLICE INC	1,025.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	JOHNSON CONTROLS SECURITY SOLUTIONS LLC	764.62
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	KONICA MINOLTA	86.05
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	MICHAEL LATHAM	109.15
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	LD CONSULTING	1,398.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	LITTLE COLORADO BEHAVIORAL HEALTH CENTERS INC	1,685.28
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	LOWES COMPANIES INC	46.29
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	MARDY MANNING	180.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	MOUNTAIN MIST CARWASH LLC	500.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NATIONAL INSTITUTE FOR JAIL OPERATIONS	21.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NAVAJO NATION WATER CODE ADMIN	62.14
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	4,173.38
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NAVAJO WESTERNERS	9.50
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	12,009.06
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NEWMAN SIGNS INC	4,522.47
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	400.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NORTHERN ARIZONA RADIOLOGY PC	31.71
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	OVERDRIVE INC	230.96
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	PERFECT PRINTZ LLC	604.09
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	RANDOLPH PLATT DDS	303.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	PRO PETROLEUM	11,955.25
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	GEORGE C PUENTE JR	86.03
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	QUILL CORP	5,210.66
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	NANCY QUINN	165.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	R&S NORTHEAST LLC	0.48
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	RUSH TRUCK CENTER	101.64
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SAFETY KLEEN	128.11
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SALAM INTERNATIONAL INC	10,642.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	IRENE SANCHEZ	71.52
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	267.01
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SIERRA PROPANE	702.05
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	12.98
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SONORA QUEST LABORATORIES	972.39
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ST JOHNS CITY	2,333.15

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ST JOHNS UNITED DRUG	14.96
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	SYSTEM EXCHANGE CORPORATION	2,900.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	503.32
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	TEN COW COMPANY INC	3,093.50
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	THOMSON REUTERS WEST	874.77
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	TOWN OF EAGAR	96.16
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	UNIFIRST CORPORATION	119.79
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	US POSTMASTER	150.00
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	VALLEY AUTO PARTS	3,697.90
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	VERIZON WIRELESS	2,270.15
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	WALMART COMMUNITY	684.12
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	ALICE JO WEBB	33.41
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	22.91
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	57.23
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	MICHAEL B WHITING	35.94
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	WILLIAMS SCOTSMAN INC (WILLSCOT)	1,398.36
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	WOODLAND BUILDING CENTER	477.22
Open	NBAZ - Warrant Clearing Account	10/21/2020	Accounts Payable	XEROX CORP	323.75
Open	NBAZ - Warrant Clearing Account	10/22/2020	Accounts Payable	US POSTMASTER	10,000.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	556.78
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	142,070.08
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ASRS LEGACY EORP	5,877.24
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AZ STATE RETIREMENT SYSTEM	108,702.48
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CORP DISABILITY	88.64
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CORRECTIONS OFFICER RET PLAN	10,793.47
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	4,551.52
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	EODCRS DISABILITY	12.28
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	EORP LEGACY	2,720.34
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NATIONWIDE	879.58
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	687.08
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NATIONWIDE TRUST FSB	3,339.62
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	16,207.12
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PUBLIC SAFETY SHERIFF RET	37,458.58
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	174.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	4IMPRINT	186.82

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ALSCO INC	506.27
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AMAZON CAPITAL SERVICES INC (IT DEPT)	2,554.33
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AMAZON COM INC	649.46
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AMERICAN LIBRARY ASSN	102.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AMIGO CHEVROLET	90.91
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	TAMARA WILHELM APPELEGATE	56.54
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ASHTONS REPAIR INC	266.41
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ASPEN TIRE & OIL	124.71
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	AZ SUPREME COURT	3,843.80
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LUCINDA A BALOO	9.94
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BAUMAN HOME AND AUTO INC	90.09
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SARAH MAE BEGAY	270.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BEST BUY FOR BUSINESS	431.51
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BI INC	461.66
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BILLS MACHINE SHOP	694.89
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BLUE HILLS ENVIRONMENTAL	18.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GLORIA BOWMAN	50.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	JARROD C BROOKS	30.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DEVIN BROWN	150.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CDW GOVERNMENT LLC	58.29
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CELLULAR ONE NE AZ	742.33
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CENTER FOR DISEASE DETECTION LLC	102.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CONSOLIDATED ELECTRICAL DISTRIBUTORS	638.85
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	COURTESY CHEVROLET	493.24
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	3,015.16
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DIRECTV LLC	54.98
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ROXANNE M DRYE	35.01
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	BEN DUGDALE	205.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FELIPA A EARL	14.40
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ELECTION SYSTEMS AND SOFTWARE	2,077.25
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DYLLIN RICK ELLINGTON	72.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	EMPIRE MACHINERY	887.33
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FLAGSTAFF MEDICAL CENTER	7,275.03
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	271.67
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	4,550.60

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	21.30
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	189.26
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	444.33
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	99.72
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	114.77
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	72.18
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	247.99
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	247.69
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	267.17
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	139.62
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	206.86
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	FRONTIER	541.60
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GALLUP INDEPENDENT	286.76
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GALLUP LUMBER & SUPPLY	69.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SAMUEL TODD GARDNER	9,057.45
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GMCO CORPORATION	1,044.49
Voided	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DARYL GREER	849.40
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GREER COMMUNITY FACILITIES	85.20
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RICHARD C GUINN	3,800.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	HAMBLIN & ASSOCIATES LLC	12.21
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	HILL AZ GROCERY STORE	4,012.53
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	HOME DEPOT	69.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LETA HONNIE	69.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	JOHN (JACK) INGRAM	405.93
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	INGRAM LIBRARY SERVICES	597.45
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	KB WELDING INC	2,767.39
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	KIMBALL EQUIPMENT COMPANY	72.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LARRY H MILLER FORD MESA	120.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	MICHAEL LATHAM	4,664.32
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LAWSON PRODUCTS INC	469.66
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	JAYMIE LYNNE LEWIS-SMITH	29.92
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LIGHT HOUSE OF ARIZONA	305.70
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LOWES COMPANIES INC	620.23
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DWIGHT EARL LUND	25.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	MARDY MANNING	390.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	MCKESSON MEDICAL SURGICAL	571.34

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	MOORE LAW PLLC	1,507.50
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAPA	670.78
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	2,700.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAVAJO SANITATION INC	39.30
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	7.57
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAVAJO WESTERNERS	146.73
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,711.22
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NOEL'S INC	568.85
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	545.60
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	OFFICE DEPOT	64.03
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	OVERDRIVE INC	390.98
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	TOBIE KLIESSEN OVERSON	111.36
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	DAVID J PADILLA	72.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RYAN N PATTERSON	261.05
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PENWORTHY COMPANY	305.90
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PERFECT PRINTZ LLC	75.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PHARMICHEM INC	114.20
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	PREMIUM PROPANE LLC	1,172.65
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	LEONARDO DANIEL PRIETO	72.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GEORGE C PUENTE JR	40.03
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	QUILL CORP	4,826.14
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RDO EQUIPMENT CO	1,138.18
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RDO EQUIPMENT CO	641.22
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RHINEHART OIL CO	4,707.41
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RIGG LAW FIRM PLLC	72.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	RODEO FENCE & SEPTIC	3,126.42
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SAFEWAY INC	84.32
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SANDERS UNIFIED SCHOOL DISTRICT	325.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SECURUS TECHNOLOGIES INC	1,344.75
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SOUTHERN TIRE MART LLC	532.15
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SPARKLETTS WATER	95.66
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ST JOHNS CITY	300.12
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,247.04
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SUNSTATE TECHNOLOGY GROUP	299.60
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SYMBOL ARTS	156.38

Status	Bank Account	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	53.86
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	THE POUR STATION	457.50
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	W JEFFORY UDALL	34.50
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	UNIFIRST CORPORATION	65.43
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	US POSTMASTER	120.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	US POSTMASTER	60.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	VALLEY AUTO PARTS	247.17
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	90.85
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	VERITAS RESEARCH CONSULTING	5,650.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	VERIZON WIRELESS	3,833.28
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	SHARON K WAITE	60.00
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	1,689.99
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	943.37
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	GARRET LEE WHITTING	26.56
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	MICHAEL B WHITING	96.19
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	WILLIAMS BROTHERS AUTO SERVICE, LLC	7,679.31
Open	NBAZ - Warrant Clearing Account	10/27/2020	Accounts Payable	WOODLAND BUILDING CENTER	224.86
Open	NBAZ - Warrant Clearing Account	10/28/2020	Accounts Payable	CORD KING OF CANADA	490.00
Open	NBAZ - Warrant Clearing Account	10/28/2020	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	10/28/2020	Accounts Payable	IVAN D ZHELEV	69.00
Open	NBAZ - Warrant Clearing Account	10/29/2020	Accounts Payable	RONALD D MCDANIEL	2,915.42
Open	NBAZ - Warrant Clearing Account	10/29/2020	Accounts Payable	PRESSURE SENSITIVE PRODUCTS DISTRIBUTING INC	1,163.42
Open	NBAZ - Warrant Clearing Account	10/29/2020	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	218.82

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

date/time stamp

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

County Manager _____

Date/Signature: _____

11/12/20 

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

Request approval of minutes dated October 6, 2020, October 15, 2020 and October 21, 2020.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING

October 6, 2020
St. Johns, Arizona

Present were: Chairman Alton Joe Shepherd, Supervisor Travis Simshauser, County Manager/Clerk of the Board Ryan Patterson and Chief Deputy Attorney Joseph Young. Vice Chairman Joe Shirley, Jr. and County Attorney Michael Whiting participated via the telephone.

Chairman Shepherd 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.

Jason Moore led the Pledge of Allegiance.

Jack Ingram gave the invocation.

Chairman Shepherd called for the Health District items.

Preston Raban, Health Director, requested approval of Intergovernmental Amendment #4 Immunization Service Contract No. ADHS 18-177674 in the amount of \$50,000 that will assist the Health Department to increase flu vaccination rates for adults within the county. Mr. Raban stated this has been budgeted for in FY21. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Preston Raban, Health Director, requested approval of the Governor's Office of Highway Safety Grant in the amount of \$7,458, effective October 1, 2020 through September 30, 2021. Mr. Raban stated this grant will assist with the purchase of child car seats and installation education. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the Library District items.

SueAn Stradling-Collins, Library Director, requested ratification of acceptance of eContent credit in the amount of \$1,863.76. The eContent consists of eBooks and/or eAudios dealing with issues of inclusive communities. Mrs. Stradling-Collins stated the topics include resources that allow libraries to engage with their communities, develop workforce skills, and learn life literacies such as parenting, health and finance regardless of cultural and socioeconomic backgrounds. Mrs. Stradling-Collins stated there are no matching funds and is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Stradling-Collins, Library Director, requested approval to accept a donation for the Alpine Public Library from the Alpine Parade Committee in the amount of \$1,427.63. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

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

Chairman Shepherd called for the regular agenda items.

Mr. Simshauser made the motion to sit as the Board of Equalization, seconded by Mr. Shirley. Vote was unanimous. The Board sat as the Board of Equalization to accept the following Petitions for Review of Real Property determinations heard by Hearing Officer Charles Johnson on September 23, 2020.

Acceptance of hearing determination of Petition for Review of Real Property valuation for Scott Schedell, parcel 201-30-060B.

Acceptance of hearing determination of Petition for Review of Real Property valuation for B & D Dolan Revocable Living Trust, parcel 102-62-010

Acceptance of hearing determination of Petition for Review of Real Property valuation for Brower Family LTD Partnership, parcel 106-36-039G

Acceptance of hearing determination of Petition for Review of Real Property valuation for Dale Adams. parcel 101-60-045

Acceptance of hearing determination of Petition for Review of Real Property valuation for David Lucas, parcel 203-25-012

Acceptance of hearing determination of Petition for Review of Real Property valuation for J. Albert Brown Ranches, Inc., parcel 203-39-020N.

Acceptance of hearing determination of Petition for Review of Real Property valuation for J. Albert Brown Ranches, Inc., parcel 203-39-001B.

Mr. Simshauser moved to accept the decisions, seconded by Mr. Shirley. Vote was unanimous.

Mr. Simshauser moved to close the Board of Equalization meeting and resume the remainder of the meeting as the Board of Supervisors, seconded by Mr. Shirley. Vote was unanimous.

Mr. Patterson presented the item following a public hearing, discussion and possible approval of a Bingo License Application recommendation for the American Legion Cpl. Joe McCarthy Post #130 to hold bingo on the second Wednesday of each month at the American Legion Hall, #25 Apache County Road 5041, in Concho Arizona. **Mr. Shirley moved to open the public**

hearing, seconded by Mr. Simshauser. Vote was unanimous. Hope MacMonagle, a member of Post #130 requested approval of the recommendation. There was no one else wanting to speak during the public hearing. **Mr. Simshauser moved to close the public hearing, seconded by Mr. Shirley.** Vote was unanimous. **Mr. Simshauser moved approval of the bingo license recommendation, seconded by Mr. Shepherd.** Vote was unanimous.

Mr. Patterson requested approval of Consent Agenda items A-D and recommended approval. **Mr. Simshauser moved approval, seconded by Mr. Shepherd.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between September 1, 2020 and October 6, 2020. Payee Amount APACHE COUNTY HSA4,665.24 APACHE COUNTY MEDICAL 171,957.27 APACHE COUNTY TAX WITHHOLDING134,399.80 ASRS LEGACY EORP 5,877.24 AZ STATE RETIREMENT SYSTEM 108,178.22 COLONIAL LIFE AND ACCIDENT INS1,509.76 CORRECTIONS OFFICER RET PLAN10,793.46 CORRECTIONS OFFICER RETIREMENT PLAN 5205,014.78 EORP LEGACY2,720.34 NATIONWIDE3,326.38 NATIONWIDE TRUST FSB 3,313.19 PUBLIC SAFETY PERSONNEL 40116,207.12 PUBLIC SAFETY SHERIFF RET 36,467.11 SUPPORT PAYMENT CLEARINGHOUSE1,486.14 AMAZON CAPITAL SERVICES INC (IT DEPT) 3,797.31 AMIGO CHEVROLET 3,306.25 AZ DEPT OF RISK MANAGEMENT 1,143.10 AZ EMERGENCY PRODUCTS5,478.02BILL LUKE CHRYSLER JEEP DODGE INC 27,502.22 BOB BARKER COMPANY INC 1,864.52 BURNHAM MORTUARY 1,000.00 CIVIC WEBMASTERS13,324.00 CONSOLIDATED ELECTRICAL DISTRIBUTORS3,583.00 CRESCENT ELECTRIC SUPPLY CO 1,377.19 DELL COMPUTER CORPORATION1,381.79 KOS4,200.00 ELECTION SYSTEMS AND SOFTWARE 14,539.72 EMPIRE MACHINERY 3,513.10 FLEET PRIDE5,427.32 FUTURE TIRE 1,218.08 GLAXO SMITHKLINE PHARMACY1,512.60 GMCO CORPORATION 17,792.67 HILLYARD/ FLAGSTAFF2,348.81 HOME DEPOT3,030.91 INGRAM LIBRARY SERVICES2,727.24 NAVAJO TRIBAL UTILITY AUTHORITY 1,020.83 NICOLL CONSTRUCTION LLC 98,933.87 PITNEY BOWES RESERVE ACCOUNT5,000.00 QUILL CORP4,292.97 RHINEHART OIL CO 4,547.67 SAN DIEGO POLICE EQUIPMENT CO INC,511.69 SANOFI PASTEUR INC2,562.93 SEQIRUS USA INC6,560.24 SOUTHERN TIRE MART LLC6,285.30 TORRISON CONSULTING LLC4,859.00 TRINITY SERVICES GROUP INC 15,026.47 VERIZON WIRELESS 5,510.29 WOODLAND BUILDING CENTER1,760.36 VERITAS RESEARCH CONSULTING3,400.00 HOLLY NICOLE SMITH 1,527.50 NATIONAL BANK18,627.00 4 RIVERS EQUIPMENT LLC1,741.97 AMAZON CAPITAL SERVICES INC (IT DEPT) 1,526.13 AZ SUPREME COURT1,555.46 AZ SUPREME COURT 21,269.01 BLUE HILLS ENVIRONMENTAL 2,350.86 BOB BARKER COMPANY INC 2,615.46 CATERPILLAR FINANCIAL SERVICES CORPORATION131,599.17 CONSOLIDATED ELECTRICAL DISTRIBUTORS 2,242.07 CONTRACT PHARMACY SERVICES INC4,093.92DELL COMPUTER CORPORATION14,371.99 EATON SALES & SERVICE 78,065.24 EMPIRE MACHINERY 12,632.43 FLEET PRIDE1,635.84 FOUNDATION FOR LITTLE COLORADO REVITALIZATION 2,500.00 GOVERLAN INC1,518.00 Apache County - Cler the GROVER HILLS CONSTRUCTION LLC23,360.00 KLINT HEAP1,365.01 HILLYARD/FLAGSTAFF 1,463.52 LEGATE, PENROD & ASSOCIATES2,024.00 NAVAJO TIMES PUBLISHING COMPANY INC1,022.37 NAVAJO TRIBAL UTILITY AUTHORITY 4,597.07 QUILL CORP 6,472.50 RHINEHART OIL CO22,324.16 SECURUS TECHNOLOGIES INC1,332.00 SIMPLEXGRINNELL LP2,294.56 ST JOHNS CITY3,075.00

ST JOHNS EMERGENCY SERVICES1,029.69 STEVEN J SERBALIK PLC12,196.50 THE
AARONS COMPANY LLC3,000.00 TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY
1,106.57 TYLER TECHNOLOGIES INC3,699.46 WRIGHT EXPRESS FSC1,723.66
YAZZIE'S AUTO PARTS INC 2,403.25 AMERICAN SECURITY CABINETS LLC 2,610.00
ROBERT B GREENWADE5,940.00 MHC KENWORTH171,977.92 VERITAS RESEARCH
CONSULTING3,400.00 APACHE COUNTY HSA 4,665.24 APACHE COUNTY MEDICAL
171,934.89 APACHE COUNTY TAX WITHHOLDING136,908.93 ASRS LEGACY EORP
5,877.24 AZ STATE RETIREMENT SYSTEM108,134.12 COLONIAL LIFE AND
ACCIDENT INS1,509.76 CORRECTIONS OFFICER RET PLAN10,817.42 CORRECTIONS
OFFICER RETIREMENT PLAN 5205,103.76 EORP LEGACY 2,720.34 NATIONWIDE
3,324.75 NATIONWIDE TRUST FSB3,364.98 UBLIC SAFETY PERSONNEL 401 16,207.12
PUBLIC SAFETY SHERIFF RET 39,793.13 SUPPORT PAYMENT CLEARINGHOUSE
1,486.14 ADHS AZ HEALTH CARE COST22,400.00 AMAZON CAPITAL SERVICES INC
(IT DEPT)3,008.45 ARIZONA MOTORS SNOWFLAKE 1,378.58 ARIZONA SHERIFF'S
ASSOCIATION2,629.00 ASHTONS REPAIR INC 2,309.01 AZ COUNTIES INSURANCE
POOL26,316.00 AZ DEPT OF HEALTH SERVICES1,240.00 AZ SUPREME COURT
2,690.66 BREWER LAW OFFICE PLLC 8,500.00 BROADBENT INSURANCE2,650.00
FUTURE TIRE10,757.88 GALL'S INC5,132.28 HAMBLIN LAW OFFICE PLC 8,500.00
NAVAJO TRIBAL UTILITY AUTHORITY1,766.16 NAVOPACHE ELECTRIC
COOPERATIVE 6,476.81 OFFICE DEPOT 1,738.49 DANA BRYCE PATTERSON8,500.00
PITNEY BOWES3,762.29 PRO PETROLEUM12,909.37 QUALITY READY MIX INC
3,851.70 QUILL CORP 5,361.43 R JOHN R JOHN LEE ATTORNEY AT LAW8,500.00
RHINEHART OIL CO14,764.76 ROGER THE PLUMBER 1,006.24 RUSH TRUCK CENTER
1,869.32 LAURENCE SCHIFF 2,200.00 US POSTMASTER 1,500.00 VALLEY AUTO
PARTS1,962.10 VERIZON WIRELESS 1,287.39 AZ DEPT OF REVENUE 1,094.99
NAVAJO TRIBAL UTILITY AUTHORITY1,078.84 A-1 GLASS AND MIRROR INC5,228.41
AMAZON CAPITAL SERVICES INC (IT DEPT) 1,809.13 ARIZONA ELEVATOR
SOLUTIONS INC4,658.93 BARCO PRODUCTS CO 1,885.09 CONTINUANT INC1,178.20
FRONTIER 1,351.24 FRONTIER 4,547.18 FRONTIER 1,859.88 GILA COUNTY1,454.81
GLAXO SMITHKLINE PHARMACY4,945.46 HAMBLIN & ASSOCIATES LLC2,650.00
HIGH COUNTRY SIGNS LLC1,188.00 HOME DEPOT2,923.49 INFOGROUP LIBRARY
DIVISION1,305.49 MHC KENWORTH1,375.00 NAVOPACHE ELECTRIC COOPERATIVE
17,419.37 NORTH COUNTRY COMMUNITY HEALTH 1,250.00 PIMA COUNTY
MEDICAL 2,300.00 QUILL CORP8,344.16 SECURUS TECHNOLOGIES INC 2,074.12
SOUTHERN TIRE MART LLC2,538.95 TRUCK WORKS HOLDINGS LLC5,814.25
US INSULATION INC14,489.79 VERITAS RESEARCH CONSULTING1,750.00
VERIZON WIRELESS1,321.89 WHITE MOUNTAIN REGIONAL MEDICAL CENTER
1,523.87 YAZZIE'S AUTO PARTS INC 4,483.49 JOSEPH YOUNG 1,800.00
APACHE COUNTY PROBATION DEPARTMENT10,000.00 APACHE COUNTY
HSA4,540.24 APACHE COUNTY MEDICAL165,432.32 APACHE COUNTY TAX
WITHHOLDING133,272.10 ASRS LEGACY EORP5,877.24 AZ STATE RETIREMENT
SYSTEM106,499.54 COLONIAL LIFE AND ACCIDENT INS1,509.76 CORRECTIONS
OFFICER RET PLAN10,793.46 CORRECTIONS OFFICER RETIREMENT PLAN
5204,388.47 EORP LEGACY2,720.34 NATIONWIDE3,189.48 NATIONWIDE TRUST
FSB3,325.98 PUBLIC SAFETY PERSONNEL 401 16,207.12 PUBLIC SAFETY SHERIFF
RET33,740.58 SUPPORT PAYMENT CLEARINGHOUSE1,455.64 NATIONAL BUSINESS

FURNITURE 1,606.32 PROFORCE LAW ENFORCEMENT1,938.93 QUILL CORP6,961.76
 RHINEHART OIL CO5,992.38 RODEO FENCE & SEPTIC3,126.42 SECURUS
 TECHNOLOGIES INC1,064.98 TEMPARMOUR REFRIGERATION 3,156.00 THOMSON
 REUTERS WEST1,308.00 Spartan Body Armor TK Armor Systems, LLC9,254.16
 TORRISON CONSULTING LLC4,859.00 US GEOLOGICAL SURVEY 3,100.00
 VALLEY AUTO PARTS2,238.40 VERITAS RESEARCH CONSULTING1,000.00
 VERIZON WIRELESS2,344.03 WILLIAMS SCOTSMAN INC (WILLSCOT) 1,360.20
 YAZZIE'S AUTO PARTS INC1,387.96 4 RIVERS EQUIPMENT LLC1,365.88 AMAZON
 CAPITAL SERVICES INC (IT DEPT) 6,776.58 APACHE COUNTY1,616.77 APACHE
 COUNTY YOUTH COUNCIL1,638.81 ASHTONS REPAIR INC 2,116.45 AZLGEBT
 340,515.29 CDW GOVERNMENT LLC5,264.99 DELL COMPUTER CORPORATION
 3,612.46 EASI FILE24,259.16 ELECTION SYSTEMS AND SOFTWARE5,710.42
 EMPIRE MACHINERY3,863.24 GMCO CORPORATION26,013.43 KLINT HEAP1,585.00
 HILLYARD/FLAGSTAFF 1,160.49 HISTORICSTREETSCAPES PLLC 11,663.75
 HOME DEPOT 2,216.99 IDEMIA IDENTITY & SECURITY USA LLC 3,996.06
 INGRAM LIBRARY SERVICES 5,011.60 Demands are payments made, or to be made, by the
 County. Specific details of the demands may be requested through the County public record
 request process. B. Request approval of minutes dated September 1, 2020. Election Department:
 C. Request approval of the designated polling places for the upcoming November 3, 2020
 General Election. D. Request approval of all Election Board Workers, Poll Workers, Equipment
 Management and Election Day Technicians for the upcoming November 3, 2020 General
 Election. Vote was unanimous.

Malena Bazurto-Hannah, District III Manager, requested approval to accept the USDA Rural
 Business Development Grant award in the amount of \$50,000. **Mr. Simshauser moved
 approval, seconded by Mr. Shirley.** Vote was unanimous

Ferrin Crosby, County Engineer, requested action conveying a utility easement to Navopache
 Electric Cooperative Inc. for the purpose of constructing, operating and maintaining electric
 transmission lines and hardware onto Apache County property in Eagar, AZ. This is in
 conjunction with the construction of the Lodge Legacy Teen Center. **Mr. Simshauser moved
 approval, seconded by Mr. Shirley.** Vote was unanimous

Mr. Patterson, on behalf of the Recorder's Office, requested approval to accept a 2020 HAVA
 Voting Security Sub Grant in the amount of \$97,016.92 with no matching funds required. **Mr.
 Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous

Mr. Patterson, on behalf of Community Development, requested approval to eliminate an
 Administrative Specialist position (Range 30) and increase the hours for the Plan Reviewer
 position (Range 48) to 40 hours per week. This action will result in a savings of approximately
 \$7,000. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous

Levi Coffelt, Sheriff's Office, requested approval to enter into a "one call" agreement with
 Guardian Air. This agreement will streamline air ambulance dispatch during medical calls,
 reducing workload and increasing effectiveness for ACSO Public Safety Telecommunicators.
 This service is provided at no charge by Guardian Air and assures equal opportunity for all air

ambulance services in our region. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Troy Czarnyszka, Court Administrator, on behalf of Superior Court, requested approval of the Amendment to the Interagency Agreement between Arizona Department of Child Safety, the Arizona Supreme Court, the Administrative Office of the Courts and Apache County. The Amendment allows Apache County to use Title IV-E funds to cover the associated costs of independent legal representation for a qualified child in foster care. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Troy Czarnyszka, Court Administrator, requested approval to enter into an agreement with the Guidance Center to provide mental health evaluations as requested by Superior Court. This agreement would be effective through FY2025. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Paul Hancock, on behalf of Probation Services, requested approval of an Intergovernmental Agreement between Pinal County and Apache County for juvenile detention services. The cost per day is currently \$175.00. This will increase to \$300.00 per day effective January 1, 2021 and again to \$347.00 per day effective January 1, 2022. The increase is calculated based on cost of services rendered to the juveniles. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Jack Ingram, on behalf of the IT Department, requested approval to enter a Confidentiality and Non-Disclosure Agreement with Smith Bagley, Inc. for the purpose of broadband planning. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Jack Ingram, on behalf of the IT Department, and possible approval of a Memorandum of Agreement with the Center for Internet Security in order to accept federally funded Endpoint Detection and Response software. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Ferrin Crosby, County Engineer, presented the item following a possible executive session for legal advice pursuant to A.R.S. §38-431.03 (A)(3), discussion and possible action regarding a settlement agreement between Apache County and Randy Mifflin for damage to his property. Mr. Simshauser asked if this settlement was reviewed by the county attorney. Mr. Crosby stated yes. **Mr. Simshauser moved approval of the settlement, seconded by Mr. Shirley.** Vote was unanimous.

Joe Young, Chief Deputy County Attorney, presented the item following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3), discussion and possible approval of a settlement agreement with Transwestern Pipeline negotiated by the Arizona Attorney General's Office to resolve tax litigation (TX2019-001725) for centrally valued property in 2019 and multiple other years. Mr. Young stated this is related to pipelines that run through the entire state and have been valued by the Department of Revenue so we do not have any say in how they are valued and have been overvalued for about 10 years. Mr. Young stated litigation was done for tax years 2014 and 2015 in which the county had to payback money for those years and in the

revaluing done by the Department of Revenue, they again valued it too high, so we have been in litigation for tax years 2015-2020 and this is a settlement to hopefully resolve all those tax years. Mr. Young stated the Attorney General's Office have been the ones representing all the counties impacted and lost the appeal so this settlement would settle this suit but does require the payback of money. **Mr. Simshauser moved approval of the settlement, seconded by Mr. Shirley.** Vote was unanimous.

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

Mr. Simshauser moved to adjourn the meeting, seconded by Mr. Shirley. Vote was unanimous. Meeting concluded at 9:02 a.m.

Approved this 10th day of November, 2020.

Alton Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

October 15, 2020
St. Johns, Arizona

Present were: County Manager/Clerk of the Board Ryan Patterson. Participating via the telephone was Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., and Supervisor Travis Simshauser.

Chairman Shepherd called to order the Board of Supervisors meeting at 12:01 p.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Bowen Udall, Chief Deputy Recorder, requested approval to accept a grant from the Center for Tech and Civic Life in the amount of \$593,203.00. Mr. Udall stated there are no matching funds required and the grant will be used for 2020 elections, including additional payroll costs and equipment. Mr. Udall stated the grant agreement was reviewed and approved by the county attorney's office. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

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

The meeting adjourned at 12:04 p.m. MST.

Approved this 10th day of November, 2020.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS SPECIAL MEETING

October 21, 2020
St. Johns, Arizona

Present were: Supervisor Travis Simshauser and County Manager/Clerk of the Board Ryan Patterson. Participating via the telephone was Chairman Alton Joe Shepherd, Vice Chairman Joe Shirley, Jr., and County Attorney Michael Whiting.

Chairman Shepherd called to order the Board of Supervisors meeting at 10:02 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona.

Haley Nicoll, on behalf of Emergency Management, requested approval of a resolution declaring Stage I Fire Restrictions for unincorporated areas within Apache County, beginning Friday, October 23, 2020, due to drier than normal conditions and competition for available firefighting resources. **Mr. Simshauser moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Resolution # 2020 - 22

**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 2019-10 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 boundaries of Apache County are under imminent threat from wildfire due to strong winds, relatively 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, effective October 23, 2020 at 12:01 a.m., the Board of Supervisors of Apache County, Arizona, does hereby establish Stage 1 Fire Restrictions as defined in Apache County Ordinance 2019-10, with the obligations and sanctions established therein.

PASSED, ADOPTED AND APPROVED at St. Johns, Arizona on October 21, 2020.

APACHE COUNTY BOARD OF SUPERVISORS

/s/ Alton Joe Shepherd
Chairman of the Board

ATTEST:

/s/ Ryan Patterson, Clerk of the Board

Mr. Patterson, on behalf of District II: Discussion and possible approval of an Intergovernmental Agreement (IGA) between the Winslow Indian Health Care Center (WIHCC) & Apache County-District I & II for cooperation and coordination in COVID-19 winterization for communities within Apache County District I & II. Mr. Patterson stated this is a partnership with Winslow Indian Health. **Mr. Shirley moved approval, seconded by Mr. Simshauser.** Vote was unanimous.

Mr. Shirley moved to adjourn the special meeting, seconded by Mr. Simshauser. Vote was unanimous. The meeting adjourned at 10:05 a.m. MST.

Approved this 10th day of November, 2020.

Alton Joe Shepherd
Chairman of the Board

Ryan N. Patterson
Clerk of the Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Gabriel A. Freeland, District Manager (District 2)

Date/Signature: Nov. 2, 2020 *Gabriel A. Freeland*

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

District II: Discussion and possible approval to increase the salary of Craig Tsosie to \$36,795.20. This will cost approximately \$3,500 annually including ERE's.

BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: *[Handwritten Signature]*

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Angela Romero/Election Department

Date/Signature: 10/7/20 Angela C. Romero

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

- 1. Discussion and possible approval, based on the recommendation of the Republican Party County Chairman, Delos Bond, determine vacancies exist in the office of precinct committeeman and appoint Alan James Barwick for the Canyon De Chelly Precinct.

BOS Meeting Date Requested 11/10/20

PRE-AGENDA ITEM REVIEW

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

Legal Review: Submitted to Attorney Joe Young

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

Community Development

Date/Signature: _____

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

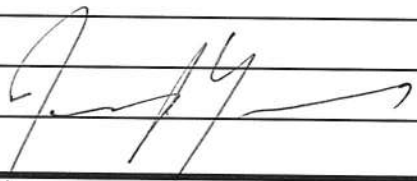
CONSENT AGENDA: Request approval of a conditional use permit allowing CellularOne to replace a 40' foot wood pole tower with a 180' foot self-support lattice tower, along with associated radio equipment on the ground and enclosed by a 50' x 50' x 6' CMU wall. The new tower will be located on the North side of the Greer Community Center and provide better communication and First Net emergency services to the community. A.P.N. 102-11-001J. The Planning & Zoning Commission unanimously recommended approval on October 1, 2020 with conditions.

Meeting Date Requested: November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature



Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

STAFF REPORT CONTACT INFORMATION
Community Development

DOCKET/CASE/APPLICATION NUMBER
**CUP to replace a wood pole
telecommunications tower in Greer**
BOS MEETING DATE
November 10, 2020

APPLICANT/PROPERTY OWNER
**Cellular One/Greer Community Center
A.P.N 102-11-001J**
PROPERTY ADDRESS/LOCATION
74 Main Street, Greer, AZ

BRIEF SUMMARY OF REQUEST
Applicant is wanting to replace a 40' foot wood pole tower with a 180' foot self-support lattice tower along with associated radio equipment on the ground and enclosed by a 50' x 50' x 6' CMU wall. The new tower will be located on the North side of the Greer Community Center and provide better communication and First Net emergency services to the community.



EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General	Residential	Ag General; residential, agricultural	Community Building	1.5 Acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN:
There is a demonstrated community need for better cell phone coverage to enhance emergency and fire communication, as well as improved internet and communication for residents, business owners, and visitors. On the other hand, a tall tower is very noticeable in the landscape and may detract from the natural beauty.

PROPERTY INFORMATION:
Property is owned by the Greer Community Facilities Association, located on Main Street bordering the US Post Office, Forest Service as well as other commercial & residential property.

COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE:

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

Recommendation - Approve with conditions the re-placement of the 40' wood pole to improve communication and emergency services within the community.

Proposed Conditions:

1. The proposed use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate with the area's natural surroundings.
2. Applicant needs to follow FAA guidelines for this height of tower in the area.
3. Require that the tower be built to a 90-mph wind load with .25 factor of safety.
4. Require that if use is discontinued, the tower be removed, and the property restored.
5. Construct a wall to shield the view; either of slump brick wall material or other as agreed to by the

community center board

6. Painting, per the community center board discussion
 7. Co-locate at-least two other cellular vendors.
 8. Move the location of the tower to the north property unless determined unfeasible by CellularOne and the community center board.
-



CONDITIONAL USE PERMIT APPLICATION

APPLICANT

Name Smith Bagley Inc, dba Cellular One of North East
 Arizona

Mailing Address 1500 S. White Mountain Rd, Ste 103

Contact Person Susan Gabler or Gwen Sherwood

Phone 928-537-0375x.2249or2256 Fax 928-532-2606

Email sgabler@cellularoneaz.com or

gsherwood@cellularoneaz.com

PROPERTY INFORMATION

Assessor's Parcel # 102-11-001J

Township 7N Range 27E Section 14

Subdivision N/A

Unit # N/A Lot # N/A

Address/Location 74 Main St.
Greer, AZ 85927

Existing Zoning Exempt, Non-Profit Organization

Existing Land Use Community Center

Lot Size 1.5 acres

CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

Replace a 40' woodpole with a 180' self-support

lattice tower to provide better communication and

First Net emergency services to the community.

Temporary Use: Yes No

SUBMITTAL CHECKLIST

Pre-application meeting with a staff planner in the Planning and Zoning Division.

Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)

Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners within 300 feet of subject property. Seventeen copies of all plans and drawings.

Map to property.

A non-refundable filing fee.

All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

CERTIFICATION & SIGNATURE

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

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

Signature of Applicant

_____ Date _____

Signature of Property Owner (if not the applicant)

Leonard Smith Date 05/21/2020

Property Manager / Board Member

OFFICE USE ONLY

Received By Sparce Date 9/1/20

Receipt # _____ Fee 500

Permit # 2020-28

Related Cases _____

Appeal Filed By _____ Date _____

Receipt # _____ Fee _____

COMMISSION ACTION

Approved with Conditions (see attachments) Denied

Resolution # See R.M.S. Date 10-1-20

BOARD ACTION

Approved with Conditions (see attachments) Denied

Ordinance # _____ Date _____

Apache County
Community Development

Conditional Use Permit Condition (s)

Name: CellularOne Greer Cell Tower

Permit #2020-28

1. The proposed use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate with the area's natural surroundings.
2. Applicant needs to follow FAA guidelines for this height of tower in the area.
3. Require that the tower be built to a 90-mph wind load with .25 factor of safety.
4. Require that if use is discontinued, the tower be removed, and the property restored, and added
5. Construct a wall to shield the view; either of slump brick wall material or other as agreed to by the community center board
6. Painting, per the community center board discussion
7. Co-locate at-least two other cellular vendors.
8. Move the location of the tower to the north property unless determined unfeasible by CellularOne and the community center board.

GREER COMMUNITY FACILITIES ASSOCIATION
Board of Directors Meeting Minutes
October 14, 2020
10:00 AM

CALL TO ORDER

A special Zoom meeting was called to order by Acting President Paul Polasky at 10:05 AM

MINUTES OF THE LAST MEETING

A motion to accept the minutes from the September 28, 2020 meeting was made, seconded and carried.

PRESIDENT'S RESIGNATION

Patricia Mosher shared her reasons for resigning from the office of President and thanked various board members for their contributions during her term. She confirmed that she will continue to serve the Board as a Director.

A motion was made, seconded and carried that the Board approve Patricia's resignation from the position of President and approve Paul to continue in the position of Acting President from now until the Annual Meeting on February 10, 2021 at which time a new President shall be elected.

TREASURER'S REPORT

Claudia reported that our current assets are \$102,041.53 we have ended the season in the black.

APPROVAL OF CELLULAR ONE TOWER

Benefits and concerns regarding the location of the tower were discussed. Bill Kurtz provided a document listing questions regarding details of the construction plan. (See attached.) Concerns about the nature and extent of information provided to the Community regarding the construction were also expressed.

A motion was made, seconded and carried that the Board accept the Cellular One Tower build on the north site of the Community Center as was stipulated to by the Apache County Planning and Zoning Commission at their meeting held on October 1, 2020.

A motion was made, seconded and carried that we will mail notification of the tower to be built on the north site as soon as possible to Greer property owners which will inform them of the process, including information about the life and public safety benefits of the tower.

Paul will draft a letter to be sent. Patricia and Betty will organize the notification mailing. Distribution of the newsletter will be postponed until early 2021.

The Apache County Supervisors are expected to address Cellular One's permit request at their meeting on November 10. Prior to that meeting, Jean will send a copy of these minutes to the appropriate Board member to confirm the support of the GCFA Board for the north building site.

BOARD PROCESS AND PROTOCOL

It was suggested that the Board review the manner in which we have been using technology to conduct business, whether this is how we want to do business in the future and whether we are operating in accordance with the by-laws. Due to time constraints it was agreed to postpone this discussion until the February meeting. Jean presented a series of questions for consideration. (See attached.)

NEXT MEETING

The next meeting is scheduled for 10:00 am on February 10, 2021. It will either take place via Zoom or in Tucson at Trish's house.

The meeting was adjourned at 11:50 am.

MEMBERS PRESENT:

Patricia Mosher	Paul Polasky	Bill Kurtz	Lee Smith
Jean Nelson	Betty Wade	Claudia Williams	Ardis Schildkraut
Elvia Wright	Jill Nolin		

MEMBERS ABSENT:

Larry Louckes	Debra Luke	Sandee Freeman (voted by proxy)
Susan Jensen	Elvia Wright	

Shanna Pearce

From: Susan Gabler <sgabler@cellularoneaz.com>
Sent: Tuesday, October 20, 2020 2:34 PM
To: Shanna Pearce
Cc: Dennis Baker
Subject: RE: Greer

Thank you Shanna.

I just talked to Dennis and the community specifically requested that we not paint the tower. I will have the construction drawings updated to show the wall.

I just refiled the FAA on Greer for the new location. This will take 44 working days for it to process. We will follow the FAA guidelines.

The tower will be ordered per the Apache County standards once it is approved.

CELLULARONE[™]

a division of

SBi SMITH
BAGLEY INC.

Susan Gabler

*Real Estate Information & C
Services Specialist*

E: sgabler@cellularoneaz.com

O: 928.537.0375 ext. 2250 & 22

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From: Shanna Pearce <spearce@co.apache.az.us>
Sent: Tuesday, October 20, 2020 2:27 PM
To: Susan Gabler <sgabler@cellularoneaz.com>
Subject: RE: Greer

Susan,

Attached is the conditions the commission set on the CUP. As discussed, the plans need to reflect any changes made to the tower.

Let me know if you have any questions.

Thank you,
Shanna

From: Susan Gabler <sgabler@cellularoneaz.com>
Sent: Friday, October 16, 2020 9:11 AM
To: Shanna Pearce <spearce@co.apache.az.us>
Subject: Greer

Hi Shanna,

My boss (Dennis Baker) wanted me to follow up on the survey for the new location at Greer as he is on vacation. I believe that he sent it over to you. However, I have attached it to this email just in case he didn't. Please let me know if you need anything else.

Thank you,
Susan

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BAGLEY INC.

Susan Gabler

*Real Estate Information & C
Services Specialist*

E: sgabler@cellularoneaz.com

O: 928.537.0375 ext. 2250 & 22

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GREER FIRE DISTRICT
Post Office Box 242
GREER, ARIZONA 85927

Emergencies: Call 911
Other Information: (928)-735-7279
Fax: (928)-735-7325
Mark Wade Fire Chief
Cell # (928)-205-9443
mark.wade@greerfiredistrict.com

December 12, 2019

To whom it may concern:

The Greer area in eastern Arizona is in need of expansion of wireless telecommunications services to community members in un-served areas. Improving communications for remote Greer is a priority for the local community.

CellularOne a wireless telecommunications carrier is hoping build wireless infrastructure within the Greer area. The project is to provide Broadband wireless service to this remote area for economic development, telehealth, education, and public safety.

At this time, we have a significant number of residents that would have to travel a distance to find a place to make an emergency call.

The Greer Fire District supports the commitment of Cellular One to bring wireless telecommunication and internet services to this area. With this letter, we express our support of efforts to improve wireless infrastructure Here in Greer.

Mark Wade
Fire Chief
Greer Fire District

Greer Civic Association
PO Box 41
Greer, Arizona 85927

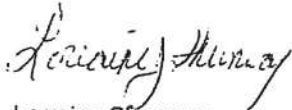
December 18, 2019

To whom it may concern:

The Greer area in Arizona is in need of expansion of wireless telecommunication services to community members in un-served areas. Improving communications for remote Greer is a priority for the local community.

CellularOne, a wireless telecommunications carrier is hoping to build wireless infrastructure within the Greer area. The project is to provide Broadband wireless service to this remote area for economic development, telehealth, education, life safety and public safety.

The Greer Civic Association supports the commitment of Cellular One to bring wireless telecommunication and internet services to this area. With this letter, we express our support of efforts to build wireless infrastructure in Greer.



Lorraine Shumway
GCA President
928-735-7960

Business Council of Greer
38940 SR 373
Greer, Arizona 85927
928-735-7540
12/16/19

To whom it may concern:

The Greer area in Arizona is in need of expansion of wireless telecommunication services to community members in un-served areas. Improving communications for remote Greer is a priority for the local community.

CellularOne, a wireless telecommunications carrier is hoping to build wireless infrastructure within the Greer area. The project is to provide Broadband wireless service to this remote area for economic development, telehealth, education, life safety and public safety.

The Business Council of Greer supports the commitment of Cellular One to bring wireless telecommunication and internet services to this area. With this letter, we express our support of efforts to build wireless infrastructure in Greer.



Nancy Diepstraten
BCG President

September 30, 2020

To: Apache County Government
Planning and Zoning Executive Assistant,
Shanna Pierce

From: Phil and Kayleen Kellis

Subject: Do to Phil having a personal medical emergency, we are unable to personally attend Thursday's meeting. We ask that you give significant consideration to our requests and convey our concerns to the attendees of this critical meeting.

Our family has been visiting, living and has owned property in the Greer Valley for over 40 years. We presently own the 2 ½ acres that are located adjacent to the Community Center, on the south property line. Generations of our family have enjoyed the beauty of Greer. We respect the people of Greer and their concerns for progress and preservation of the valley. We know the Greer area has lacked quality cell phone service as well as emergency medical services for too long. We understand the need to update the valley with this new technology. Our concern, at this time is the proposed location of the 180 foot cell tower. This proposed site, for the tower, will be an eyesore for the community, residence, and future visitors, now as well as in the future.

We asked that the following concerns be addressed at Thursdays, planning and zoning meeting:

1. CellularOne's conclusion that another site is not feasible. Have other sites been thoroughly studied? At the Greer Community Center Meeting, Mr. Dennis Baker stated, that the proposed site "was pretty much a done deal."
2. Have other means of funding the Community Center been explored?
3. Possible sites were suggested at the Community Center meeting such as, the fire station. This site would help conceal the abusive look of the proposed tower. Another suggested site is a location that is already used for utilities, located partially on National Forest Land.
4. Use a different tower design that would camouflage the cell tower rather than detract from the beauty of the Greer Valley.
5. Request that a solid fence be constructed around the site, complete with vegetation and tall trees.

Regards,
Phil and Kayleen Kellis

**Paul Meka
P. O. Box 483
69 Wiltbank Ave.
Greer, AZ 85927**

September 25, 2020

Mr. Oscar Miranda, Chairman
Apache County Planning & Zoning Commission
75 W. Cleveland St.
St. Johns, AZ 85936

RE: October 1, 2020 Planning & Zoning Commission Meeting
Agenda Item re: Cell Tower Proposed in Greer, AZ

Dear Mr. Miranda and Commission Members:

I'm a full-time resident of Greer and have been a property owner for over 30 years. Myself, and every person signing this letter, support the cell tower proposed by Cellular One and located on the Greer Community Center property with the following request. At the September 24th community meeting conducted by Cellular One describing their plans, the proposed location of the tower which is on the southern portion of the Community Center property, was introduced. We respectfully request that that location be changed to one on the north portion of the property for the following reason.

Many Greer residents for the last 3 years have planned and volunteered their time to construct a garden, called the Butterfly Garden, at the southern end of the Community Center building. That garden was planned there because it has a view of the southern end of the entire Greer valley. Located in the garden are numerous beautiful flowers and plants, along with 196 commemorative bricks placed there for Greer residents and a memorial bench in honor of my wife, Carol, and a memorial plaque in honor of Tina Phillips, both who were instrumental in making this garden a reality. The bench and plaque were placed there to have the view of the southern Greer valley and the proposed location of the tower is directly in front of that view.

Changing the location should not interfere with the performance of the tower and actually will be less than 50 feet from the existing Cellular One 30 ft. pole. This location will also be less visible from Main Street and the equipment located on the ground will be shielded by the Community Center and Greer Library buildings.


All of the Greer residents signing this letter respectfully request that the Commission approve the proposed tower but at a location on the northern portion of the Greer Community Center property. Thank you.

Sincerely,

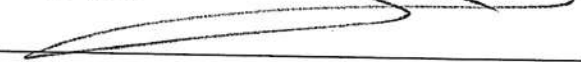
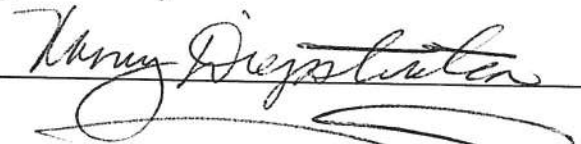


Paul Meka

Attachment: Greer resident signatures:




David A. Krick
DAVID KRICK



Andrea Seminara

Scott Semine



Debra Scott

Jim L. Webb

Patty L. Webb

Judith A. Krick
Judith A. Krick

Kathleen M. Stewart

Janice Western

Ka Wan

Mary Ann

Charles M. Shuman

John Mitchell

Scott Allen

Gary Kosmas

Diane Linticum

Frank Cowdrey

Donna Marshall

Nick Shumway

Linda Cardell

Frankie A. Lou

Gary Weber

Pat Hurley

Luca

Jan Polaski

Katharine Kosmas

Gary Linticum

Diane Cowdrey

Don Marshall

Jordaine Shumway

Chris Cardell

Joseph Frank

Chris Weber

Margaret Hurley

Greer Meeting Notes:

- Met on 2/22 at 4:00 pm at Greer community center
- Approximately 30 people in attendance (sign in sheet available for final count)
- Discussed need to replace existing site (wood Pole) with a 180' lattice tower
- This will allow us, C1, to expand our technologies and install 4G and prepare for 5G in the future
- Explained our relationship with ATT and the FirstNet project
- Explained that FirstNet is a EMS first responder network and AT&T selected this new tower in their design for our area
- Talked about the need for Fiber to the site and that fiber is available in front of the community center.
- Mark discussed coverage and bandwidth
- Several questions were asked and answered. Some of the questions below.
 - Why that site –it is in a commercial not residential area- current relationship with the Community center- availability of fiber
 - Will it bring faster and better internet into the area – yes with Mobile Broadband 4G and 5G speeds
 - Why were they just hearing about it – we have been in the area for several years already and C1 was and has been working with the community center
 - How long is the process before turning on the site – construction would be end of 1Q-first of 2Q
 - Can it be painted – yes if required would need to be done when tower is ordered
 - What does FirstNet give them- the ability for EMS and County disasters to participate and purchase FirstNet equipment
 - Several questions about Frontier communications (not related to tower) they would be our Fiber provider
 - What were the notice requirements
- Out of all the people, there were three people, a husband and wife and a gentleman that spoke against the site. Everyone else was in favor of the better coverage and EMS service opportunity.
- One of the gentleman was combative and never really asked a direct question that could be answered. He did ask why that site.
- Over all it seemed that the majority of the people there were in support of replacing the old pole with the new tower.

9/22/20 Cellular One Community Meeting - Greer, Az

GCEA
President

Patricia Moser 49CR1121 Greer, Az
 MATTHEW TANK 6302 N. PINNACLE RIDGE TUCSON 85718
 MTANK111@GMAIL.COM (703) 888-7004 LOT 7 BLOCK 6 CREOPY
 JERRY & MARTIN STENBERT 988 735-7373 APOX 311 ^{ACRES}
 Mark Wade (918) 205-9443 PO Box 242 Greer AZ
 Doreen & Betty Wade 928-735-7439 5 ACR 1035, Greer
 Janet Paul Palasky 610-755-7720 Greer, AZ
 John & Mary Moser 312 N. SD ST. Phx 85018

GCEA POC

DAVE KRICK 47 WILTBANK GREER, AZ
 Lee Smith 21 ACR 1008 Greer AZ
 Iddings Family 73 ACR 1324 Greer AZ 928-735-7075
 Steve & Claudia Williams 9 ACR 1009 Greer, AZ 912-512-2400
 Gerry & J. H. Nolin 11811116 ^{ACR} 1120 Greer AZ 85739
 John Freeman 47 Osborne Rd 85927
 Jeff Martin 5 CR, 1148 CR 85927
 Karen Martin P.O. Box 1287 Thatcher AZ 85852
 DANA DOUBRAVA P.O. Box 167 GREER AZ 85927
 Tressa Teetsel 6 ACR 1031 Greer 85927
 Mark Teetsel 6 ACR 1031 Greer 85927
 PAUL MEKA 68 WILTBANK " "
 Kayken, Pellis 1 1/2 Acres Greer 85927
 Phil Pellis " " "
 KATHERINE KOSSARAS 602 418-4440
 67 WILTBANK " "

29

GREER COMMUNITY FACILITIES ASSOCIATION
Board of Directors Meeting Minutes
October 14, 2020
10:00 AM

CALL TO ORDER

A special Zoom meeting was called to order by Acting President Paul Polasky at 10:05 AM

MINUTES OF THE LAST MEETING

A motion to accept the minutes from the September 28, 2020 meeting was made, seconded and carried.

PRESIDENT'S RESIGNATION

Patricia Mosher shared her reasons for resigning from the office of President and thanked various board members for their contributions during her term. She confirmed that she will continue to serve the Board as a Director.

A motion was made, seconded and carried that the Board approve Patricia's resignation from the position of President and approve Paul to continue in the position of Acting President from now until the Annual Meeting on February 10, 2021 at which time a new President shall be elected.

TREASURER'S REPORT

Claudia reported that our current assets are \$102,041.53 we have ended the season in the black.

APPROVAL OF CELLULAR ONE TOWER

Benefits and concerns regarding the location of the tower were discussed. Bill Kurtz provided a document listing questions regarding details of the construction plan. (See attached.) Concerns about the nature and extent of information provided to the Community regarding the construction were also expressed.

A motion was made, seconded and carried that the Board accept the Cellular One Tower build on the north site of the Community Center as was stipulated to by the Apache County Planning and Zoning Commission at their meeting held on October 1, 2020.

A motion was made, seconded and carried that we will mail notification of the tower to be built on the north site as soon as possible to Greer property owners which will inform them of the process, including information about the life and public safety benefits of the tower.

Paul will draft a letter to be sent. Patricia and Betty will organize the notification mailing. Distribution of the newsletter will be postponed until early 2021.

The Apache County Supervisors are expected to address Cellular One's permit request at their meeting on November 10. Prior to that meeting, Jean will send a copy of these minutes to the appropriate Board member to confirm the support of the GCFA Board for the north building site.

BOARD PROCESS AND PROTOCOL

It was suggested that the Board review the manner in which we have been using technology to conduct business, whether this is how we want to do business in the future and whether we are operating in accordance with the by-laws. Due to time constraints it was agreed to postpone this discussion until the February meeting. Jean presented a series of questions for consideration. (See attached.)

NEXT MEETING

The next meeting is scheduled for 10:00 am on February 10, 2021. It will either take place via Zoom or in Tucson at Trish's house.

The meeting was adjourned at 11:50 am.

MEMBERS PRESENT:

Patricia Mosher	Paul Polasky	Bill Kurtz	Lee Smith
Jean Nelson	Betty Wade	Claudia Williams	Ardis Schildkraut
Elvia Wright	Jill Nolin		

MEMBERS ABSENT:

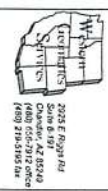
Larry Louckes	Debra Luke	Sandee Freeman (voted by proxy)
Susan Jensen	Elvia Wright	



GREER

34° 00' 29.18"N, 109° 27' 27.57"W
 APACHE COUNTY, AZ
 APN No: 102-11-001J

Two working days before you do
 CALL FOR THE BLUE STAMPS!
 1 (800) 526-1100 or
 (928) 248-0000
 (APACHE COUNTY)

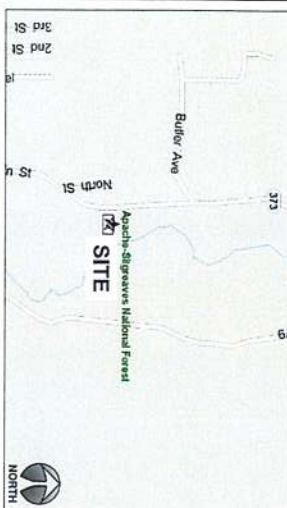


CELLULARONE Live .nill Connected
 CELLULARONE OF NE ARIZONA
 1500 SOUTH WHITE MOUNTAIN ROAD
 PHOENIX, AZ 85026
 PHONE: 328-531-0500
 DESIGN MANAGER/PROFESSIONAL
 QUALITY CONTROL

DRAWING APPROVALS (SIGNATURES)
 SITE ACQUISITION/PROPERTY
 CONSTRUCTION MANAGER
 WITNESS OR ENGINEER
 LICENSED APPROVAL

DATE: 5/1/2011
 DRAWN BY: SM
 CHECKED BY: KE
 SCHEDULE OF REVISIONS
 REV DATE DESCRIPTION BY
 1 10/29/2010 RELOC. LOCATION CH
 0 8/29/2010 100% CD'S CH
 A 8/24/2010 PRELIM CD'S CH
 SITE NAME: GREER
 SITE ADDRESS:
 34° 00' 29.18"N, 109° 27' 27.57"W
 APACHE COUNTY, AZ
 APN No: 102-11-001J

VICINITY MAP



DRIVING DIRECTIONS

DEPART 1500 S WHITE MOUNTAIN RD, SHOW LOW, AZ 85001 ON AZ-208 [S WHITE MOUNTAIN RD] (SOUTH) FROM (SOUTH EAST) ON AZ-208, KEEP SIGNPOST (RHD AZ-513) STATE ROUTE 513, KEEP STRAIGHT (RHD AZ-513) ON AZ-513, KEEP SIGNPOSTS TO YOUR LEFT (RHD 513) FROM LEFT (RHD) ONTO LOCAL ROAD(S), ARRIVE AT THE PROPOSED SITE.

GENERAL NOTES

THE ARCHITECT/ENGINEERS HAVE MADE EVERY EFFORT AS SET FORTH IN THE CONSTRUCTION DRAWINGS, CONTRACT DOCUMENTS AND THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, NOTICES, ORDINANCES, AND REGULATIONS. THE ARCHITECT/ENGINEERS SHALL NOT EXCEED THE CONTRACTOR'S OBLIGATION TO OBTAIN ALL NECESSARY PERMITS, NOTICES, ORDINANCES, AND REGULATIONS. THE ARCHITECT/ENGINEERS SHALL BEAR THE RESPONSIBILITY OF HOLDING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONTRACT, DISCREPANCIES OR OMISSIONS FROM THE SUBMISSION OF THE CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PROTECT THE WORK. CONSULT WITH ARCHITECT/ENGINEER IMMEDIATELY UPON DETECTION.

SITE LOCATION INFORMATION

SITE NAME: GREER
 SITE ADDRESS: 34° 00' 29.18"N, 109° 27' 27.57"W
 APACHE COUNTY, AZ
 APN NUMBER: 102-11-001J
 SITE COORDINATES: LATITUDE: 34° 00' 29.18" N (RHD 53)
 LONGITUDE: 109° 27' 27.57" W (RHD 83)
 ELEVATION: 6,536.5 (MAGSL) (RHD 88)
 CORROBT ZONING: 1A.0
 APPLICANT: CELLULARONE OF NE ARIZONA
 1500 500TH WHITE MOUNTAIN ROAD
 SHOW LOW, ARIZONA 85001
 APPLICANT CONTACT: SUSAN CASLER
 PHONE: (928) 537-0375 EXT. 2249
 PROPERTY OWNER: 1A.0
 OWNER CONTACT: 1A.0

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF THE INSTALLATION OF A NEW EQUIPMENT CABINET ON NEW CONDUITE PADS, (3) NEW FIBER JUNCTION BOX'S UNDER NEW ICE BROCK, (6) NEW PANEL ANTENNAS, (9) PADS ON A NEW 100' SET SUPPORT TOWER.

PROJECT TEAM

CLIENT: CELLULARONE OF NE ARIZONA
 1500 500TH WHITE MOUNTAIN ROAD
 SHOW LOW, ARIZONA 85001
 CONTACT: MARK LIME/LEANDRO MARTINEZ
 PHONE: (928) 537-0660
 DESIGN CONSULTANT: WESTERN COMMUNITY SERVICES
 1500 500TH WHITE MOUNTAIN ROAD
 SHOW LOW, ARIZONA 85001
 OFFICE: (480) 654-7912
 FAX: (480) 218-5195
 SURVEY CONSULTANT: WESTERN COMMUNITY SERVICES
 2825 E RINGS RD SUITE 1-101
 CHANDLER, AZ 85249
 OFFICE: (480) 664-7912
 FAX: (480) 218-5195

ACCESSIBILITY DISCLAIMER

THE PROPOSED PROJECT IS AN UNIMPROVED TELECOMMUNICATIONS FACILITY AND IS NOT TO BE ACCESSED BY THE GENERAL PUBLIC. PER 8C-110.2.9 USDO AS AN EQUIPMENT SPACE.

SHEET INDEX

SHEET NO.	TITLE SHEET	SHEET DESCRIPTION
T-1	TITLE SHEET	TITLE SHEET
SP-1	PROJECT SPECIFICATIONS	PROJECT SPECIFICATIONS
A-1	SITE SURVEY	SITE SURVEY
A-2	OVERALL SITE PLAN	OVERALL SITE PLAN
A-3	ENLARGED SITE PLAN	ENLARGED SITE PLAN
A-4	ANTENNA & MOUNTING ORN LAYOUT PLANS	ANTENNA & MOUNTING ORN LAYOUT PLANS
A-5	TOWER ELEVATION	TOWER ELEVATION
A-6	ANTENNAS MOUNTING DETAILS	ANTENNAS MOUNTING DETAILS
A-7	PRODUCT DETAILS	PRODUCT DETAILS
E-1	ELECTRICAL NOTICES	ELECTRICAL NOTICES
E-2	SITE POWER PLAN	SITE POWER PLAN
E-3	ONE LINE & PANEL SCHEDULE	ONE LINE & PANEL SCHEDULE
E-4	GROUNDING PLAN	GROUNDING PLAN
E-5	GROUNDING DETAILS	GROUNDING DETAILS

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS TO BE CONTRIBUTED TO PERFORM WORK AND COMPLIANCE TO THESE CODES:
 42 COMMERCIAL BUILDING CODE
 42 ELECTRICAL CODE
 42 MECHANICAL BUILDING CODE
 42 PLUMBING CODE
 42 STRUCTURAL STANDARDS FOR COMMUNICATION TOWERS
 LOCAL BUILDING CODE(S)
 JURISDICTION: APACHE COUNTY

TITLE SHEET

SHEET NUMBER: T-1



DATE: 5/1/2011

PROJECT SPECIFICATIONS

DIVISION 1 - STANDARD PROVISIONS

PART 1.1 GENERAL

- 1.1.1 INTEREST
- 1.1.2 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.3 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.4 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.5 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.6 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.7 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.8 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.9 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES
- 1.1.10 CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES

1.2 CONFLICTS

- 1.2.1 CONFLICTS
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- 1.2.3 CONFLICTS
- 1.2.4 CONFLICTS
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- 1.2.10 CONFLICTS

1.3 CONTRACTS AND WARRANTIES

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- 1.3.3 CONTRACTS AND WARRANTIES
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1.4 STORAGE

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1.5 CLEAN UP

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1.6 CHANGE ORDER PROCEDURE

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- 1.6.10 CHANGE ORDER PROCEDURE

1.7 RELATED DOCUMENTS & COORDINATION

- 1.7.1 RELATED DOCUMENTS & COORDINATION
- 1.7.2 RELATED DOCUMENTS & COORDINATION
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1.8 SHIP-DRAWINGS

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1.9 QUALITY ASSURANCE

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1.10 ADMINISTRATION

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1.11 INSURANCE AND BONDS

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- 1.11.10 INSURANCE AND BONDS

1.12 TEMPORARY FACILITIES

- 1.12.1 TEMPORARY FACILITIES
- 1.12.2 TEMPORARY FACILITIES
- 1.12.3 TEMPORARY FACILITIES
- 1.12.4 TEMPORARY FACILITIES
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- 1.12.9 TEMPORARY FACILITIES
- 1.12.10 TEMPORARY FACILITIES

DIVISION 2 - SITE WORK AND DRAINAGE

- 2.1 WORK INCLUDED
- 2.1.1 WORK INCLUDED
- 2.1.2 WORK INCLUDED
- 2.1.3 WORK INCLUDED
- 2.1.4 WORK INCLUDED
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2.2 RELATED WORK

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- 2.2.7 RELATED WORK
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- 2.2.9 RELATED WORK
- 2.2.10 RELATED WORK

2.3 DESCRIPTIONS

- 2.3.1 DESCRIPTIONS
- 2.3.2 DESCRIPTIONS
- 2.3.3 DESCRIPTIONS
- 2.3.4 DESCRIPTIONS
- 2.3.5 DESCRIPTIONS
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- 2.3.7 DESCRIPTIONS
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- 2.3.10 DESCRIPTIONS

2.4 QUALITY ASSURANCE

- 2.4.1 QUALITY ASSURANCE
- 2.4.2 QUALITY ASSURANCE
- 2.4.3 QUALITY ASSURANCE
- 2.4.4 QUALITY ASSURANCE
- 2.4.5 QUALITY ASSURANCE
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- 2.4.7 QUALITY ASSURANCE
- 2.4.8 QUALITY ASSURANCE
- 2.4.9 QUALITY ASSURANCE
- 2.4.10 QUALITY ASSURANCE

2.5 SEQUENCING

- 2.5.1 SEQUENCING
- 2.5.2 SEQUENCING
- 2.5.3 SEQUENCING
- 2.5.4 SEQUENCING
- 2.5.5 SEQUENCING
- 2.5.6 SEQUENCING
- 2.5.7 SEQUENCING
- 2.5.8 SEQUENCING
- 2.5.9 SEQUENCING
- 2.5.10 SEQUENCING

2.6 VARIABILITY

- 2.6.1 VARIABILITY
- 2.6.2 VARIABILITY
- 2.6.3 VARIABILITY
- 2.6.4 VARIABILITY
- 2.6.5 VARIABILITY
- 2.6.6 VARIABILITY
- 2.6.7 VARIABILITY
- 2.6.8 VARIABILITY
- 2.6.9 VARIABILITY
- 2.6.10 VARIABILITY

2.8 EQUIPMENT

- 2.8.1 EQUIPMENT
- 2.8.2 EQUIPMENT
- 2.8.3 EQUIPMENT
- 2.8.4 EQUIPMENT
- 2.8.5 EQUIPMENT
- 2.8.6 EQUIPMENT
- 2.8.7 EQUIPMENT
- 2.8.8 EQUIPMENT
- 2.8.9 EQUIPMENT
- 2.8.10 EQUIPMENT

2.9 INSPECTIONS

- 2.9.1 INSPECTIONS
- 2.9.2 INSPECTIONS
- 2.9.3 INSPECTIONS
- 2.9.4 INSPECTIONS
- 2.9.5 INSPECTIONS
- 2.9.6 INSPECTIONS
- 2.9.7 INSPECTIONS
- 2.9.8 INSPECTIONS
- 2.9.9 INSPECTIONS
- 2.9.10 INSPECTIONS

2.11 INSTALLATION

- 2.11.1 INSTALLATION
- 2.11.2 INSTALLATION
- 2.11.3 INSTALLATION
- 2.11.4 INSTALLATION
- 2.11.5 INSTALLATION
- 2.11.6 INSTALLATION
- 2.11.7 INSTALLATION
- 2.11.8 INSTALLATION
- 2.11.9 INSTALLATION
- 2.11.10 INSTALLATION

2.12 FIELD QUALITY CONTROL

- 2.12.1 FIELD QUALITY CONTROL
- 2.12.2 FIELD QUALITY CONTROL
- 2.12.3 FIELD QUALITY CONTROL
- 2.12.4 FIELD QUALITY CONTROL
- 2.12.5 FIELD QUALITY CONTROL
- 2.12.6 FIELD QUALITY CONTROL
- 2.12.7 FIELD QUALITY CONTROL
- 2.12.8 FIELD QUALITY CONTROL
- 2.12.9 FIELD QUALITY CONTROL
- 2.12.10 FIELD QUALITY CONTROL

2.13 GENERAL

- 2.13.1 GENERAL
- 2.13.2 GENERAL
- 2.13.3 GENERAL
- 2.13.4 GENERAL
- 2.13.5 GENERAL
- 2.13.6 GENERAL
- 2.13.7 GENERAL
- 2.13.8 GENERAL
- 2.13.9 GENERAL
- 2.13.10 GENERAL

2.14 FIELD QUALITY CONTROL

- 2.14.1 FIELD QUALITY CONTROL
- 2.14.2 FIELD QUALITY CONTROL
- 2.14.3 FIELD QUALITY CONTROL
- 2.14.4 FIELD QUALITY CONTROL
- 2.14.5 FIELD QUALITY CONTROL
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- 2.14.7 FIELD QUALITY CONTROL
- 2.14.8 FIELD QUALITY CONTROL
- 2.14.9 FIELD QUALITY CONTROL
- 2.14.10 FIELD QUALITY CONTROL

2.15 GENERAL

- 2.15.1 GENERAL
- 2.15.2 GENERAL
- 2.15.3 GENERAL
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- 2.15.5 GENERAL
- 2.15.6 GENERAL
- 2.15.7 GENERAL
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- 2.15.9 GENERAL
- 2.15.10 GENERAL

2.16 SECURITY

- 2.16.1 SECURITY
- 2.16.2 SECURITY
- 2.16.3 SECURITY
- 2.16.4 SECURITY
- 2.16.5 SECURITY
- 2.16.6 SECURITY
- 2.16.7 SECURITY
- 2.16.8 SECURITY
- 2.16.9 SECURITY
- 2.16.10 SECURITY

3.4 QUALITY ASSURANCE

- 3.4.1 QUALITY ASSURANCE
- 3.4.2 QUALITY ASSURANCE
- 3.4.3 QUALITY ASSURANCE
- 3.4.4 QUALITY ASSURANCE
- 3.4.5 QUALITY ASSURANCE
- 3.4.6 QUALITY ASSURANCE
- 3.4.7 QUALITY ASSURANCE
- 3.4.8 QUALITY ASSURANCE
- 3.4.9 QUALITY ASSURANCE
- 3.4.10 QUALITY ASSURANCE

3.5 SEQUENCING

- 3.5.1 SEQUENCING
- 3.5.2 SEQUENCING
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- 3.5.5 SEQUENCING
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- 3.5.7 SEQUENCING
- 3.5.8 SEQUENCING
- 3.5.9 SEQUENCING
- 3.5.10 SEQUENCING

3.6 CHU WALL MATERIAL

- 3.6.1 CHU WALL MATERIAL
- 3.6.2 CHU WALL MATERIAL
- 3.6.3 CHU WALL MATERIAL
- 3.6.4 CHU WALL MATERIAL
- 3.6.5 CHU WALL MATERIAL
- 3.6.6 CHU WALL MATERIAL
- 3.6.7 CHU WALL MATERIAL
- 3.6.8 CHU WALL MATERIAL
- 3.6.9 CHU WALL MATERIAL
- 3.6.10 CHU WALL MATERIAL

3.8 INSPECTION

- 3.8.1 INSPECTION
- 3.8.2 INSPECTION
- 3.8.3 INSPECTION
- 3.8.4 INSPECTION
- 3.8.5 INSPECTION
- 3.8.6 INSPECTION
- 3.8.7 INSPECTION
- 3.8.8 INSPECTION
- 3.8.9 INSPECTION
- 3.8.10 INSPECTION

3.9 INSTALLATION

- 3.9.1 INSTALLATION
- 3.9.2 INSTALLATION
- 3.9.3 INSTALLATION
- 3.9.4 INSTALLATION
- 3.9.5 INSTALLATION
- 3.9.6 INSTALLATION
- 3.9.7 INSTALLATION
- 3.9.8 INSTALLATION
- 3.9.9 INSTALLATION
- 3.9.10 INSTALLATION

3.10 GENERAL

- 3.10.1 GENERAL
- 3.10.2 GENERAL
- 3.10.3 GENERAL
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- 3.10.5 GENERAL
- 3.10.6 GENERAL
- 3.10.7 GENERAL
- 3.10.8 GENERAL
- 3.10.9 GENERAL
- 3.10.10 GENERAL

3.11 WORK INCLUDED

- 3.11.1 WORK INCLUDED
- 3.11.2 WORK INCLUDED
- 3.11.3 WORK INCLUDED
- 3.11.4 WORK INCLUDED
- 3.11.5 WORK INCLUDED
- 3.11.6 WORK INCLUDED
- 3.11.7 WORK INCLUDED
- 3.11.8 WORK INCLUDED
- 3.11.9 WORK INCLUDED
- 3.11.10 WORK INCLUDED

3.12 RELATED WORK

- 3.12.1 RELATED WORK
- 3.12.2 RELATED WORK
- 3.12.3 RELATED WORK
- 3.12.4 RELATED WORK
- 3.12.5 RELATED WORK
- 3.12.6 RELATED WORK
- 3.12.7 RELATED WORK
- 3.12.8 RELATED WORK
- 3.12.9 RELATED WORK
- 3.12.10 RELATED WORK

3.13 DESCRIPTION

- 3.13.1 DESCRIPTION
- 3.13.2 DESCRIPTION
- 3.13.3 DESCRIPTION
- 3.13.4 DESCRIPTION
- 3.13.5 DESCRIPTION
- 3.13.6 DESCRIPTION
- 3.13.7 DESCRIPTION
- 3.13.8 DESCRIPTION
- 3.13.9 DESCRIPTION
- 3.13.10 DESCRIPTION

GENERAL STRUCTURAL NOTES

- 1. BUILDING CODE:
- 2. FOUNDATIONS:
- 3. CONCRETE:
- 4. REINFORCING:
- 5. MASONRY:
- 6. SPECIAL INSPECTIONS:
- 7. SECURITY:
- 8. QUALITY ASSURANCE:
- 9. SEQUENCING:
- 10. CHU WALL MATERIAL:
- 11. INSPECTION:
- 12. INSTALLATION:
- 13. GENERAL:
- 14. WORK INCLUDED:
- 15. RELATED WORK:
- 16. DESCRIPTION:

CELLULOSE

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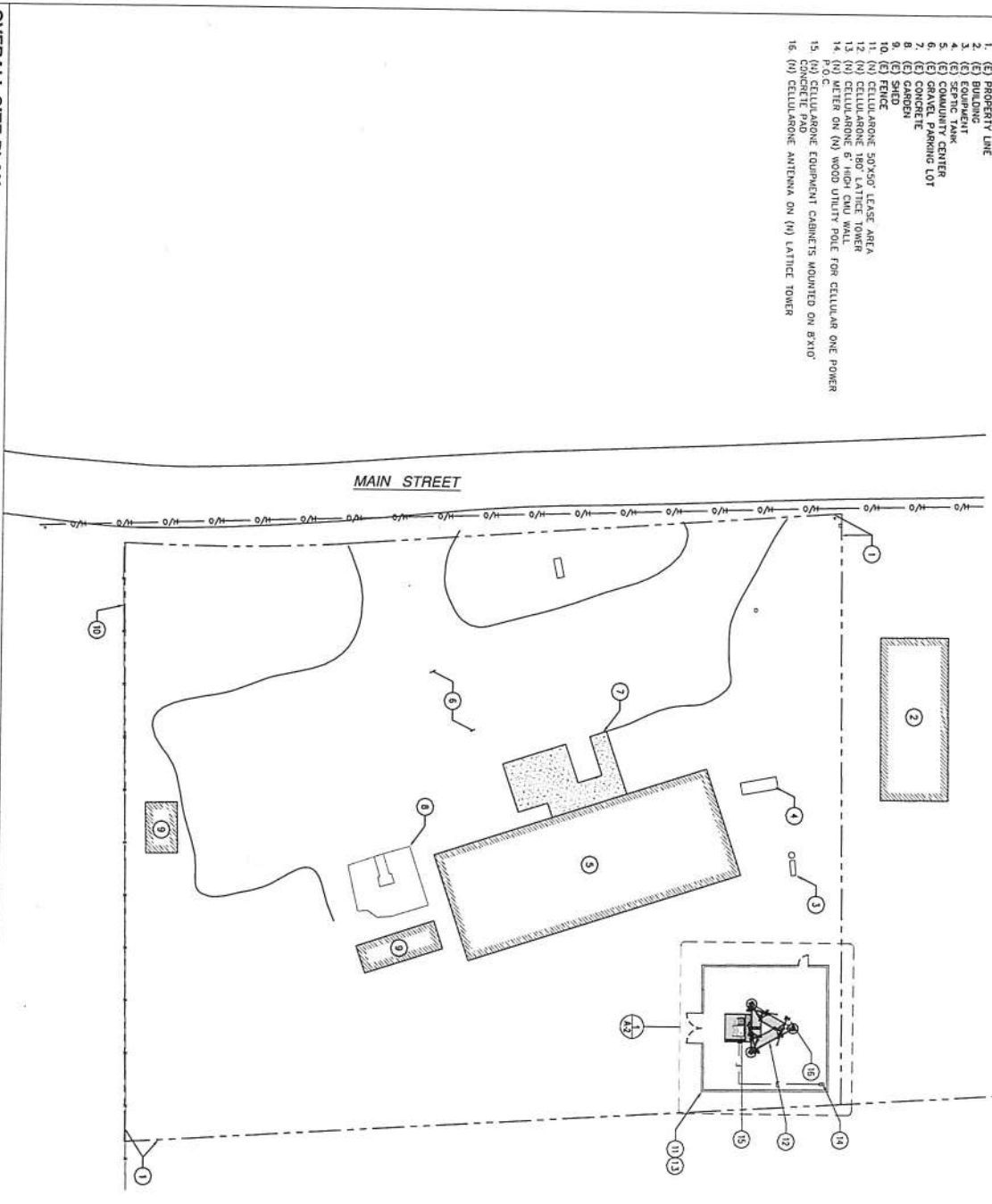
CELLULOSE

CELLULOSE

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CELLULOSE

- SITE PLAN KEY NOTES:**
1. (L) PROPERTY LINE
 2. (E) BUILDING
 3. (E) EQUIPMENT
 4. (E) SEPTIC TANK
 5. (E) COMMUNITY CENTER
 6. (E) DRIVEWAY
 7. (E) DRIVEWAY
 8. (E) CARBON
 9. (E) SHED
 10. (E) FENCE
 11. (N) CELLARONE 50'X50' LEASE AREA
 12. (N) CELLARONE 80' LATTICE TOWER
 13. (N) CELLARONE 80' LATTICE TOWER
 14. (N) W/TER OR (N) WOOD UTILITY POLE FOR CELLULAR ONE POWER P.O.C.
 15. (N) CELLARONE EQUIPMENT CABINETS MOUNTED ON 8'X10'
 16. (N) CELLARONE ANTENNA ON (N) LATTICE TOWER



OVERALL SITE PLAN

22'x34" SCALE 1" = 30'-0"
 11'x17" SCALE 1" = 20'-0"
 20' 0" 10' 0" 0' 0" 10' 0" 20' 0"



SHEET TITLE
OVERALL SITE PLAN
 SHEET NUMBER
A-1



SITE ADDRESS:
 34' 00" 26.18" N, 103' 27" 23.57" W
 444 1/2 E. 10TH ST.
 ASTORIA, OR 97103
 APN No: 102-11-0011

SITE TITLE:
GREER

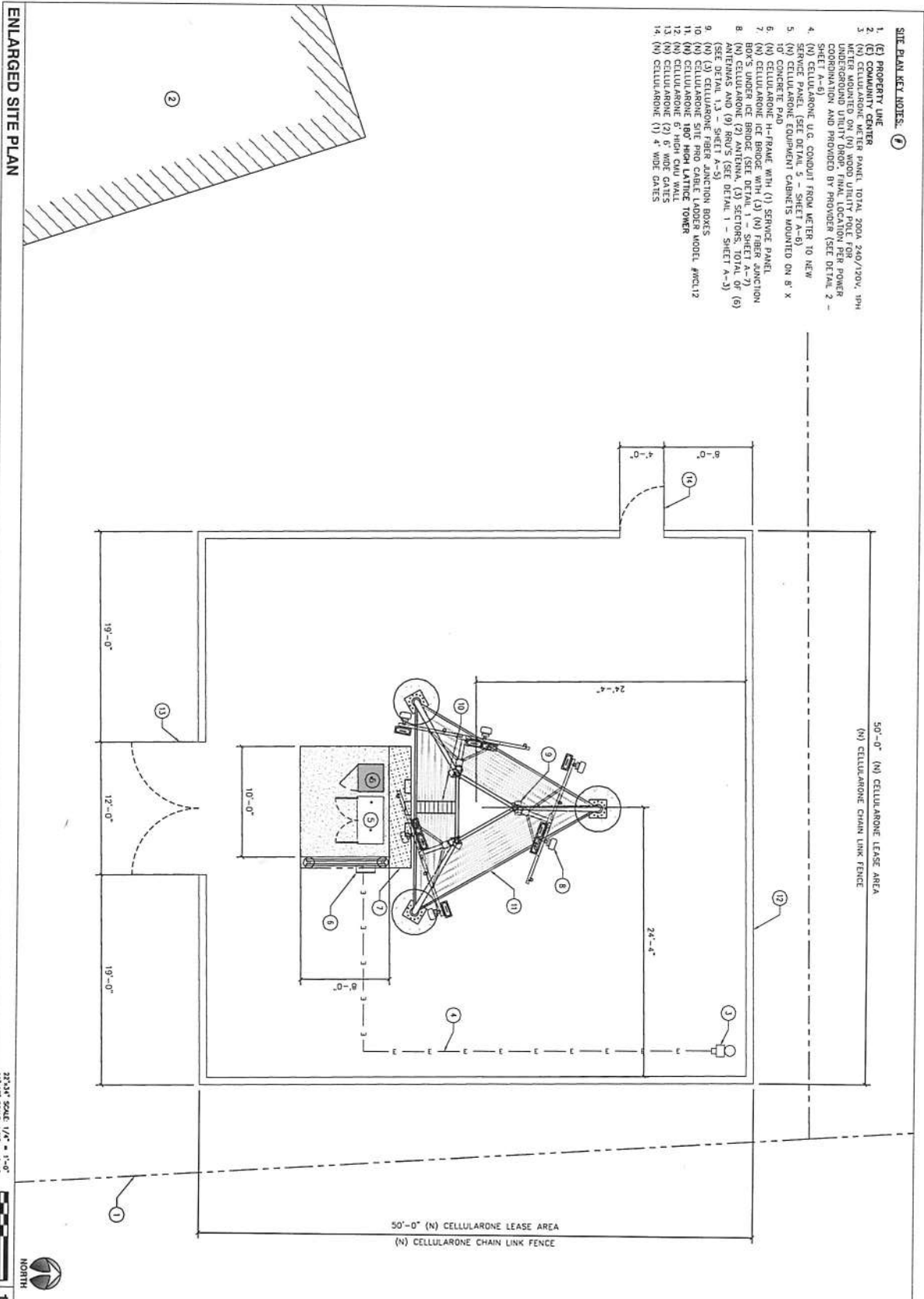
REV	DATE	DESCRIPTION	NOV
1	10/20/20	REUSE LOCATION ON	CH
0	8/25/20	100% CDS	CH
A	8/24/20	PRELIM CDS	CH

DATE PREPARED	8/24/20
DRAWN BY	JE
CHECKED BY	JE
DATE CHECKED	8/24/20
DATE APPROVED	8/24/20
APPROVED BY	JE
DATE APPROVED	8/24/20

CELLARONE LEASE AREA
 2225 E 10TH ST
 ASTORIA, OR 97103
 (503) 325-5155

CLIENT
 CELLARONE
 1000 SOUTH WALK ASTORIA ROAD
 ASTORIA, OR 97103
 PHONE: 503-325-5155
 FAX: 503-325-5155
 DESIGN PROFESSIONAL
 SIGNED AND SEALED
 DATE: 8/24/20

- SITE PLAN KEY NOTES:**
- (E) PROPERTY LINE
 - (N) CELLULARONE LEASE AREA
 - (N) CELLULARONE CHAIN LINK FENCE
 - (N) CELLULARONE U.G. CONDUIT FROM METER TO NEW SERVICE PANEL (SEE DETAIL 5 - SHEET A-6)
 - (N) CELLULARONE EQUIPMENT CABINETS MOUNTED ON 8' X 10' CONCRETE PAD
 - (N) CELLULARONE H-FRAME WITH (1) SERVICE PANEL
 - (N) CELLULARONE H-FRAME WITH (1) SERVICE PANEL
 - BOX'S UNDER ICE BRIDGE (SEE DETAIL 1 (N) SHEET A-3)
 - (N) CELLULARONE (2) ANTENNA, (3) SECTIONS, TOTAL OF (6) ANTENNAS AND (9) RRU'S (SEE DETAIL 1 - SHEET A-3) (SEE DETAIL 1,3 - SHEET A-5)
 - (N) CELLULARONE SITE NO. 2214888888 MODEL #RCL12
 - (N) CELLULARONE 180' HIGH LATTICE TOWER
 - (N) CELLULARONE 6' WIDE CHU WALL
 - (N) CELLULARONE (2) 6' WIDE GATES
 - (N) CELLULARONE (1) 4' WIDE GATES



CELLULARONE
 2024 E PAGER AV
 PHOENIX, AZ 85049
 (602) 655-7972 ext 699
 (602) 219-5195 fax

CELLULARONE
 1000 SOUTH MOUNTAIN ROAD
 PHOENIX, AZ 85034
 (602) 531-5500

REGIONAL MANAGER
 MICHAEL J. HARRIS

REGIONAL CONSULTANT
 JEFFREY L. HARRIS

DRIVING APPROVALS (ISOLINES)

SITE ACQUISITION/PROPERTY
 CONSTRUCTION MANAGER
 WRITERS R' DRAWER
 UNUSUAL APPROVAL

DRAWN BY: SH
CHECKED BY: K

SCHEDULE OF REVISIONS

REV	DATE	DESCRIPTION	APPV
1	10/20/20	REVISE LOCATION	OH
0	8/25/20	100% CDS	OH
A	8/24/20	PRELIM CDS	OH

PREPARED BY:
GREER

SITE ADDRESS:
 34° 07' 23.18"N, 109° 27' 27.57"W
 APACHE COUNTY, AZ
 APN NO: 102-11-001J

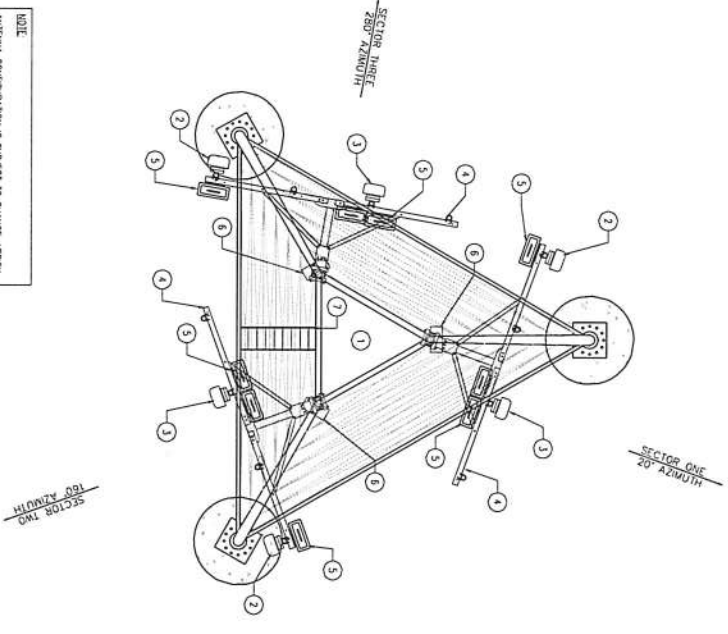
SCALE:
 22.5X SCALE 1/8" = 1'-0"
 11.25X SCALE 1/8" = 1'-0"

SHEET TITLE:
 ENLARGED SITE PLAN

SHEET NUMBER:
 A-2

- ANTENNA LAYOUT PLAN KEY NOTES: (8)
- (N) 100' HIGH LATTICE TOWER
 - (N) CELLULARONE KATHREIN ANTENNAS MODEL # 80010725
 - (N) CELLULARONE COMPOSITE ANTENNAS MODEL # F7A-65C-R8
 - (N) CELLULARONE PRO STANDARD-DUAL-PALE MODEL # WPA12-U
 - (N) CELLULARONE FIBER JUNCTION BOX (1 EACH SECTOR, TOTAL OF 3 FIBER JUNCTION BOX'S)
 - (N) SITE PRO CABLE LADDER MODEL #MCL12

NOTE:
ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT AND AZIMUTH WITH RE ENGINEER.



ANTENNA LAYOUT PLAN

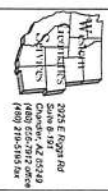
33'x33' SCALE 3/16" = 1'-0"
11'x11' SCALE 3/16" = 1'-0"



1 NOT USED

2

CELLULARONE
1000 South West Arizonan Road
Phoenix, AZ 85042
Phone: 602-531-2530



SHEET TITLE:
ANTENNA LAYOUT PLAN

REV	DATE	DESCRIPTION	APPV
1	11/02/20	100% CDS	CH
0	6/25/20	100% CDS	CH
A	6/24/20	PRELIM CDS	CH

DRIVER:
GREER

SITE ADDRESS:
34° 00' 29.18"N, 109° 27' 27.57"W
APACHE COUNTY, AZ
APN No: 102-11-001J

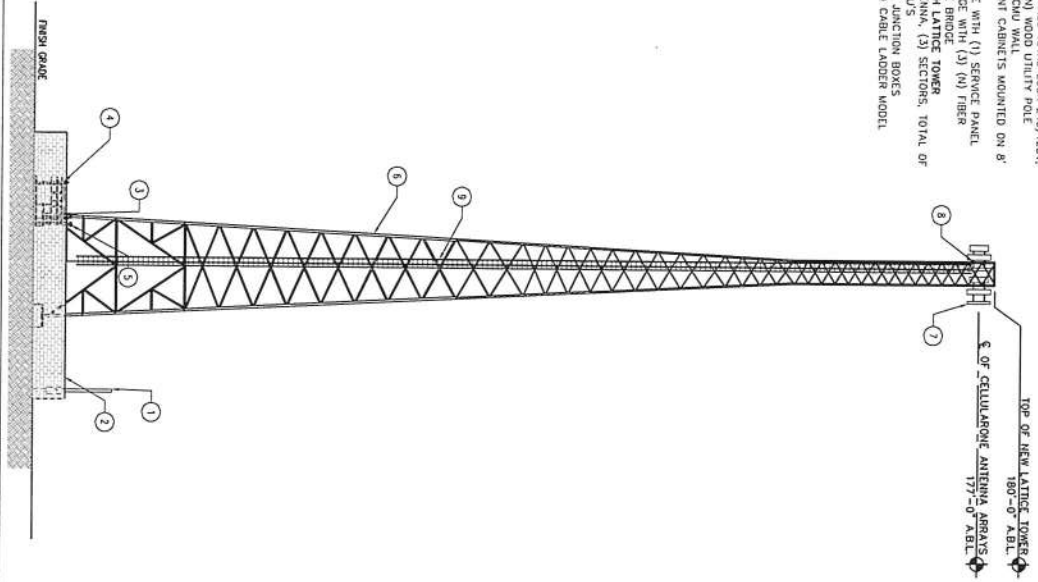


SHEET NUMBER:
A-3

- NOTES**
1. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT AND AZIMUTH WITH RF ENGINEER.
 2. STRUCTURAL ANALYSIS & DESIGN TO BE PROVIDED BY OTHERS.

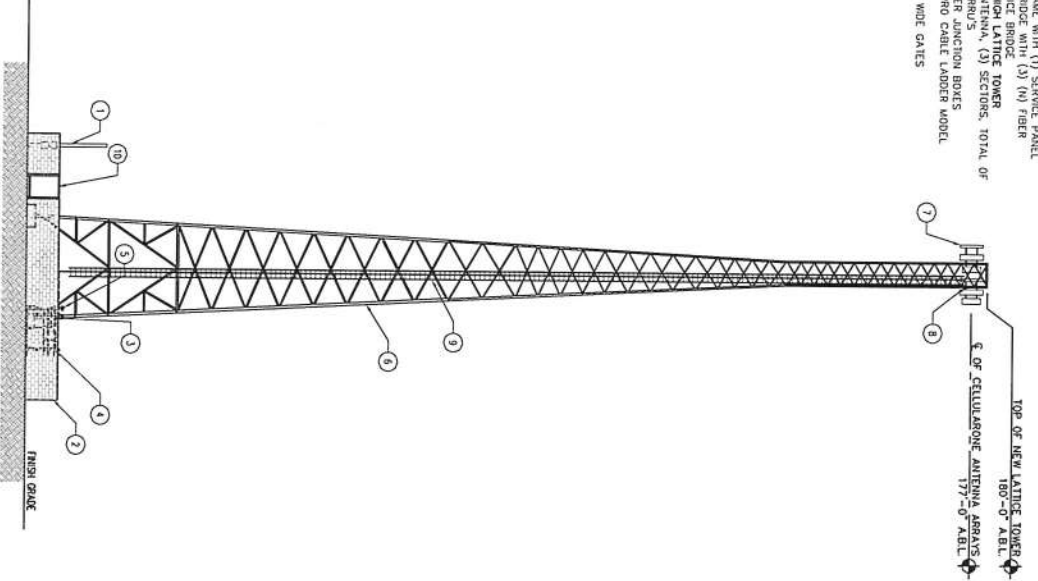
- SITE PLAN KEY NOTES: (1)**
1. (N) CELLULARONE METER PANEL, TOTAL, 200A, 240/120V, 104 METER MOUNTED ON (N) WOOD UTILITY POLE
 2. (N) CELLULARONE 6' HIGH COLD WALL
 3. (N) CELLULARONE EQUIPMENT CABINETS MOUNTED ON 8' X 10' CONCRETE PAD
 4. (N) CELLULARONE H-FRAME WITH (1) SERVICE PANEL
 5. (N) CELLULARONE ICE BRIDGE WITH (3) (N) FIBER JUNCTION BOX'S, UNDER ICE BRIDGE
 6. (N) CELLULARONE 180' HIGH LATTICE TOWER
 7. (N) CELLULARONE (2) ANTENNA, (3) SECTORS, TOTAL OF 6 ANTENNAS AND (9) RRUS'S
 8. (N) (3) CELLULARONE FIBER JUNCTION BOXES
 9. (N) (3) CELLULARONE SITE PRO CABLE LADDER MODEL #MCL12

EAST ELEVATION



- SITE PLAN KEY NOTES: (2)**
1. (N) CELLULARONE METER PANEL, TOTAL, 200A, 240/120V, 104 METER MOUNTED ON (N) WOOD UTILITY POLE
 2. (N) CELLULARONE 6' HIGH COLD WALL
 3. (N) CELLULARONE EQUIPMENT CABINETS MOUNTED ON 8' X 10' CONCRETE PAD
 4. (N) CELLULARONE H-FRAME WITH (1) SERVICE PANEL
 5. (N) CELLULARONE ICE BRIDGE WITH (3) (N) FIBER JUNCTION BOX'S, UNDER ICE BRIDGE
 6. (N) CELLULARONE 180' HIGH LATTICE TOWER
 7. (N) CELLULARONE (2) ANTENNA, (3) SECTORS, TOTAL OF 6 ANTENNAS AND (9) RRUS'S
 8. (N) (3) CELLULARONE FIBER JUNCTION BOXES
 9. (N) CELLULARONE SITE PRO CABLE LADDER MODEL #MCL12
 10. (N) CELLULARONE (1) 4' WIDE GATES

WEST ELEVATION



A-4

TOWER ELEVATION

CELLULARONE
 CELLULARONE OF ARIZONA
 1500 SOUTH WILLOW ACADEMY ROAD
 PHOENIX, AZ 85024
 PHONE: 602-537-5000

DESIGN PROFESSIONAL
 SHARPE ENGINEERING

CREER
 2295 E. Royal Rd
 Suite # 101
 Phoenix, AZ 85024
 (602) 666-9120
 (480) 719-9195 fax

CREER ENGINEERING
 1000 N. 19th Ave
 Phoenix, AZ 85016
 (602) 944-4422

CREATED: 30 JAN 2013

SITE ADDRESS:
 27° 27'57" N
 108° 09'47" W
 APN No: 102-11-001A

SCHEDULE OF REVISIONS

REV	DATE	DESCRIPTION	BY
1	10/20/24	100% CDS	CH
0	8/25/20	100% CDS	CH
A	8/24/20	PRELIM CDS	CH

DRIVING APPROVALS (SIGNATURES)

SITE ACQUISITION/PERMIT

CONSTRUCTION MANAGER

WRITERS OF DRAWING

LOADING APPROVAL

OWNER BY: _____

DATE: _____

CELLULARONE

CREER

SHARPE ENGINEERING

FFV4-65C-R6

32-DOF MOTOR PLATFORM 4x 607-65R4 and 8x 1875-2000 Vials, 45° 492/21.5A 60°

General Specifications

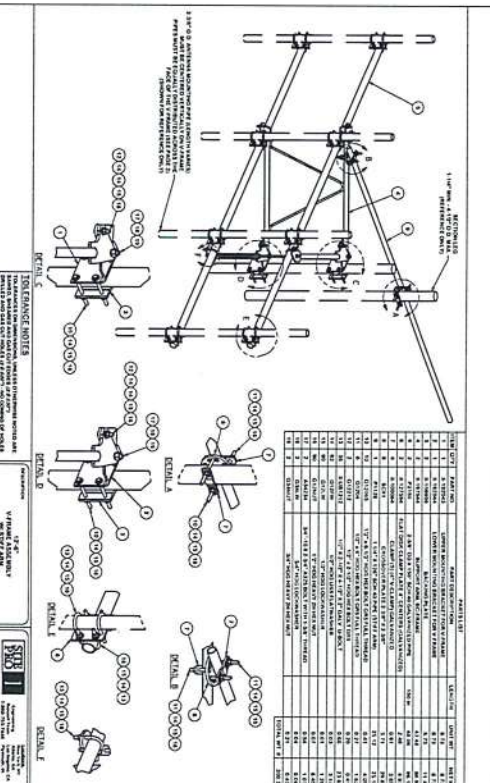
Model	FFV4-65C-R6
Weight	13.5 lbs (6.1 kg)
Dimensions	18.5" x 18.5" x 18.5"
Power	120V AC, 60Hz, 15A
Operating Temperature	0°C to 40°C
Storage Temperature	-40°C to 70°C
Humidity	5% to 95% (non-condensing)
Shock	10g, 0.5ms, 1000 cycles
Vibration	0.1g, 10-2000 Hz
Sealing	IP67
Material	Aluminum
Finish	Black
Lead Time	12 weeks

FFV4-65C-R6

Active Layout

Scale: 1" = 100mm

Port	Frequency	Power	Notes
1	12.5 GHz	100W	Transmit
2	12.5 GHz	100W	Transmit
3	12.5 GHz	100W	Transmit
4	12.5 GHz	100W	Transmit
5	12.5 GHz	100W	Transmit
6	12.5 GHz	100W	Transmit
7	12.5 GHz	100W	Transmit
8	12.5 GHz	100W	Transmit
9	12.5 GHz	100W	Transmit
10	12.5 GHz	100W	Transmit
11	12.5 GHz	100W	Transmit
12	12.5 GHz	100W	Transmit
13	12.5 GHz	100W	Transmit
14	12.5 GHz	100W	Transmit
15	12.5 GHz	100W	Transmit
16	12.5 GHz	100W	Transmit
17	12.5 GHz	100W	Transmit
18	12.5 GHz	100W	Transmit
19	12.5 GHz	100W	Transmit
20	12.5 GHz	100W	Transmit
21	12.5 GHz	100W	Transmit
22	12.5 GHz	100W	Transmit
23	12.5 GHz	100W	Transmit
24	12.5 GHz	100W	Transmit
25	12.5 GHz	100W	Transmit
26	12.5 GHz	100W	Transmit
27	12.5 GHz	100W	Transmit
28	12.5 GHz	100W	Transmit
29	12.5 GHz	100W	Transmit
30	12.5 GHz	100W	Transmit
31	12.5 GHz	100W	Transmit
32	12.5 GHz	100W	Transmit



SCALE: N.T.S. 2

DATE: 08/24/20

REV: 1

DESCRIPTION: 100% CDS

BY: [Signature]

CHECKED BY: [Signature]

DESIGNED BY: [Signature]

SCALE: N.T.S. 4

DATE: 08/24/20

REV: 1

DESCRIPTION: 100% CDS

BY: [Signature]

CHECKED BY: [Signature]

DESIGNED BY: [Signature]

KATHREIN

2-Port Antenna

Part Number: 80010736

Frequency: 12.5 GHz

Power: 100W

Dimensions: 18.5" x 18.5" x 18.5"

Weight: 13.5 lbs

Material: Aluminum

Finish: Black

Lead Time: 12 weeks

KATHREIN

Accessories

Part Number: 80010736

Frequency: 12.5 GHz

Power: 100W

Dimensions: 18.5" x 18.5" x 18.5"

Weight: 13.5 lbs

Material: Aluminum

Finish: Black

Lead Time: 12 weeks

RF DATA SHEET

Scale: N.T.S. 3

Model	Port #	Feed Type	Top	Bottom	Antenna	Antenna	E-Tilt	H-Tilt	Band	Cl. (dB)	Ant	Flow	Max	RFU	RET	TKA	Ratio	Prog
FFV4-65C-R6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	4	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	6	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	8	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	9	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	11	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	12	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	14	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	16	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	17	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	18	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	19	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	20	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	21	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	22	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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FFV4-65C-R6	24	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	25	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	26	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
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FFV4-65C-R6	29	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	31	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
FFV4-65C-R6	32	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

SCALE: N.T.S. 4

DATE: 08/24/20

REV: 1

DESCRIPTION: 100% CDS

BY: [Signature]

CHECKED BY: [Signature]

DESIGNED BY: [Signature]

KATHREIN 80010736

SCALE: N.T.S. 3

RF DATA SHEET

SCALE: N.T.S. 4

ANTENNAS MOUNTING DETAILS

A-5

DATE: 08/24/20

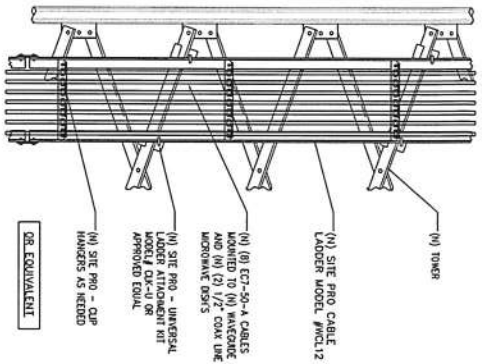
REV: 1

DESCRIPTION: 100% CDS

BY: [Signature]

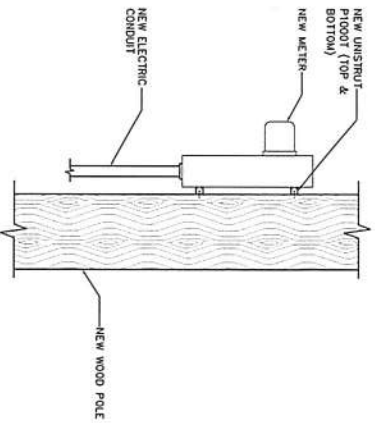
CHECKED BY: [Signature]

DESIGNED BY: [Signature]



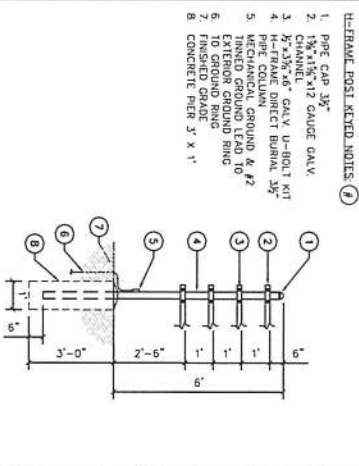
CABLE LADDER DETAIL

SCALE: N.T.S. 1



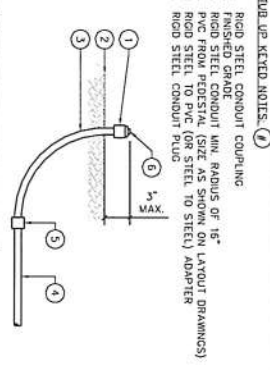
METER MOUNTING

SCALE: N.T.S. 2



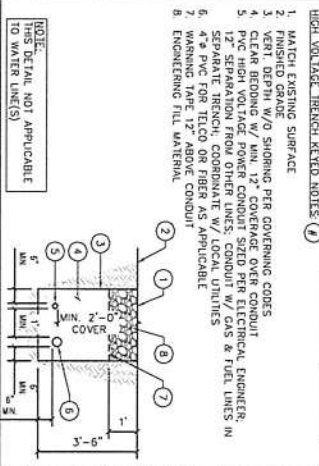
H-FRAME POST DETAIL

SCALE: N.T.S. 3



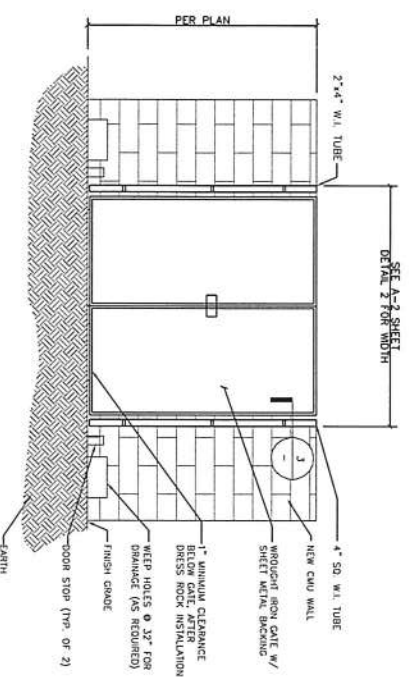
CONDUIT STUB-UP DETAILS

SCALE: N.T.S. 4



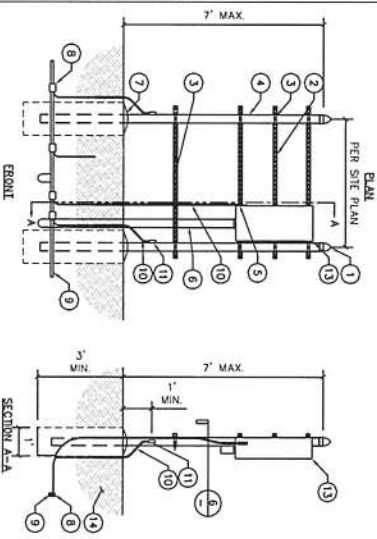
TRENCH DETAILS

SCALE: N.T.S. 5



GATE DETAIL

SCALE: N.T.S. 6



H-FRAME DETAIL

SCALE: N.T.S. 7

CELLULARONE

2025 E 69th Rd
 Chandler, AZ 85249
 (480) 656-7912 ext 6
 (480) 218-8181

CELLULARONE PROJECT DETAILS

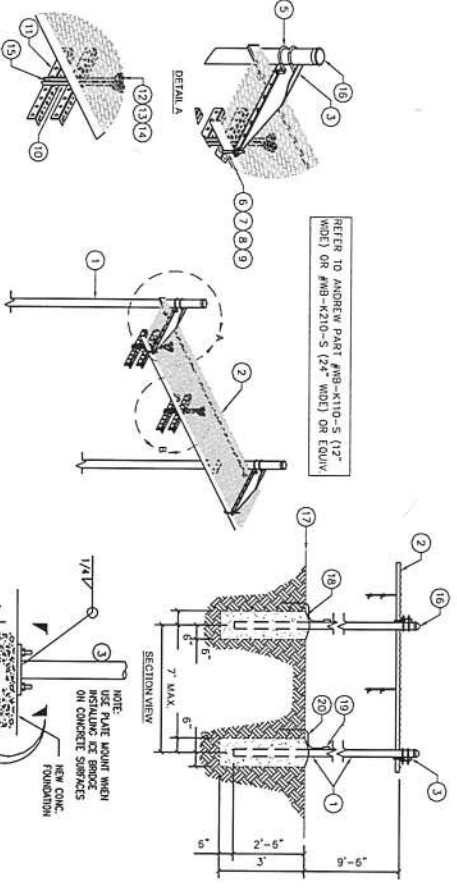
34° 00' 29.18\"/>

APN No: 102-11-001J

DATE: 2024

A-6

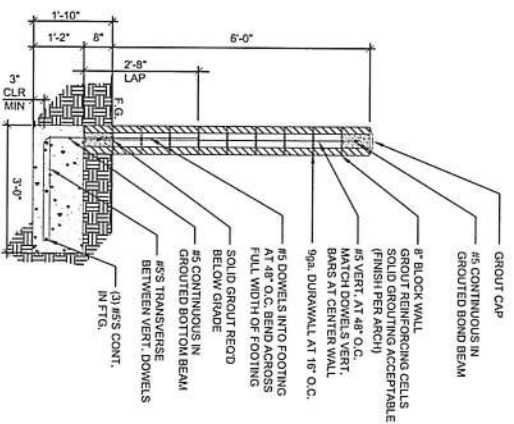
- ICE BRIDGE KECKED NOTES: (4)
- DIRECT BURIAL, 3/4" PIPE COLUMN, 13'
 - GAUGE
 - 12" OR 24" WAVEGUIDE BRIDGE SUPPORT BRACKET
 - HARDWARE KIT (ITEMS 5-15)
 - 2" x 1/2" GALV. U-BOLT KIT
 - 2" x 1/2" GALV. FLAT WASHER
 - 3/4" GALV. LOCK WASHER
 - 3/4" GALV. HEX NUT
 - 3/4" GALV. HEX NUT
 - 3/4" GALV. HEX NUT
 - HORIZONTAL WAVEGUIDE SECTION
 - SQUARE WASHER, 1 1/2" x 1 1/2" w/ 3/4" HOLE
 - 3/4" GALV. FLAT WASHER
 - 3/4" GALV. BOLT KIT
 - FINISHED GRADE
 - CAP FOUNDATION FOR WATERSHED - SLOTT CUT
 - 19" CAP FOUNDATION WELD TO STEEL BOLLARD - SLOTT CUT
 - 20" #2 AWG SOLID TINNED BARE COPPER CONDUCTOR TO GROUND RING



NOTE:
ATTACH THE PIPES OR PIPE MOUNTS TO THE BRACKETS PRIOR TO ADDING J-BOLT

ICE BRIDGE DETAILS

SCALE N.T.S. 1



- NOTES:
- PIPE V. CEMENT CONTROL JOINTS SHALL BE SPACED AT NO GREATER THAN 24" O.C.
 - PIPE V. CEMENT CONTROL JOINTS SHALL BE SPACED AT NO GREATER THAN 24" O.C.

CMU WALL DETAIL

SCALE N.T.S. 2

NOT USED

3

CLIENT
CELLULOSE
1500 SOUTH STATE AVENUE
PHOENIX, AZ 85004
PH: 602-557-0015

DESIGN MANAGER/PROFESSIONAL:
SUNNY CONSULTANT

DRAWING APPROVALS (SIGNATURES)

SITE ACQUISITION/PERMIT

CONSTRUCTION MANAGER

WRITERS W/ DRAWER

LANDSCAPE ARCHITECT

DRAWN BY: SH

CHECKED BY: JC

SCHEDULE OF REVISIONS

REV	DATE	DESCRIPTION	BY
2	11/02/20	100% CDS	SH
1	10/20/20	REVISE LOCATION	SH
0	8/25/20	100% CDS	SH
A	8/24/20	PRELIM CDS	SH

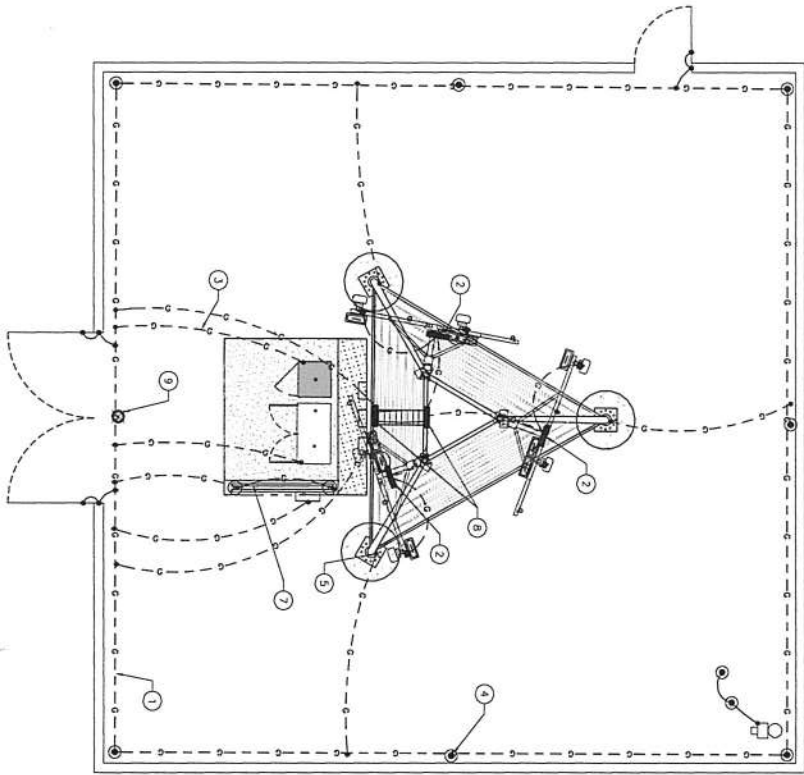
GREER

SITE ADDRESS:
34' 00" 28.87% 109' 27" 22.57%
APACHE COUNTY, AZ
APN No: 102-11-001J

SHEET TITLE:
PROJECT
DETAILS

SHEET NUMBER:
A-7

GROUNDING PLAN



- LEGEND:**
- 1/2" x 1/4" TINNED SOLID ALLOY 110 COPPER TOWER / ANTENNA BUS BAR BONDED TO TOWER STEEL
 - ⊗ ELECTROLYTIC GROUND ROD WITH TEST WELL, REFER TO DETAIL ON SHEET E-5
 - ⊙ 5/8" DIA. x 10' COPPER CLAD GROUND ROD REFER TO DETAIL ON SHEET E-5
 - GROUND RING
 - MECHANICAL CONNECTION
 - EXOTHERMIC WELD OR IRREVERSIBLE HIGH-COMPRESSION CRIMP

GENERAL NOTES:

A. THESE DRAWINGS REPRESENT THE GENERAL EXTENT AND ARRANGEMENT OF SYSTEMS, BUT ARE NOT TO BE CONSIDERED FABRICATION DRAWINGS. COORDINATE WITH OTHER TRADES, AND PROVIDE EACH SYSTEM COMPLETE, INCLUDING ALL NECESSARY COMPONENTS, FITTINGS AND OFFSETS.

B. INSTALL SYSTEMS SUCH THAT REQUIRED CLEARANCE AND SERVICE ACCESS SPACE IS PROVIDED AROUND ALL MECHANICAL AND ELECTRICAL EQUIPMENT, AND AROUND ANY COMPONENTS WHICH REQUIRE SERVICE ACCESS.

C. PROVIDE SUPPLEMENTARY STEEL AS REQUIRED FOR THE PROPER SUPPORT OF ALL SYSTEMS.

D. REFER TO E-5 FOR GROUNDING DETAILS.

E. ALL UTILITY SURFACES SHALL BE PREPARED PRIOR TO BONDING. COLD GALV. SPRAY SHALL BE USED TO PREVENT CORROSION. EVEN CORROSION, ANY AREA TO BE COLD GALV. SPRAY SHALL BE LAPPED OFF PRIOR TO APPLICATION.

- CONSTRUCTION KEY NOTES:**
1. GROUNDING ELECTRODE CONDUCTOR SYSTEM (GROUND RING), #2 AWG SOLID COPPER CONDUCTOR. GROUNDING ELECTRODE CONDUCTOR SHALL BE BURRED JOE BELONGING TO BE ROUNDED IN FLEXIBLE OR RIGID NON-METALLIC LIQUID TIGHT CONDUIT & FASTENED TO CONCRETE SURFACE EVERY 3' MAX. FASTENERS SHALL BE FLEXIBLE CONDUIT HALF STRAPS W/ #2 (1) RIGID HOOK HANGER-SET NAIL DRIVE ANCHOR OR EQUIV (TYP).
 2. ANTENNA GROUND BUS BAR REFER TO DETAIL 11 ON SHEET E-5.
 3. BOND EQUIPMENT CABINET TO NEW GROUND RING WITH #2 AWG SOLID TINNED BARE COPPER CONDUCTOR.
 4. 5/8" DIA. x 30' LONG COPPER CLAD GROUND ROD PLACED MINIMUM EVERY 10' APART (TYP.). REFER TO DETAIL 7 ON SHEET E-5.
 5. BOND LATTICE TOWER BASEPLATE (AT MANUFACTURER INSTALLED BONDING TAB) TO GROUND RING UNDER NO CIRCUMSTANCES WILL EXOTHERMIC LOCATIONS. REFER TO DETAIL 2 ON SHEET E-5.
 6. GATE POST TO GROUND RADIAL (TYP.). REFER TO DETAIL 6 ON SHEET E-5.
 7. BOND H-FRAME & NEHA 38 BOX TO GROUND RING (TYP.).
 8. TOWER GROUND BUS BAR REFER TO DETAIL 8 ON SHEET E-5.
 9. TEST WELL



NORTH

27'x34' SCALE 1/4" = 1'-0"
11'x17' SCALE 1/8" = 1'-0"

SHEET NUMBER
E-4

GROUNDING PLAN



GREER

SITE ADDRESS:
34° 00' 29.18"N, 103° 27' 23.57"W
APACHE COUNTY, AZ
APN NO. 102-11-0013

REV	DATE	DESCRIPTION	BY
1	10/20/20	100% CD'S	CH
0	8/25/20	100% CD'S	CH
A	8/24/20	PRELIM CD'S	CH

DRIVING APPROVAL (SQUARES)

SITE ACQUISITION/OWNER

CONSTRUCTION NUMBER

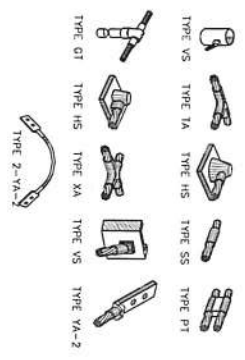
WELLS R' BUNKER

CELLULARONE
1000 SOUTH WITT MONAHAN ROAD
MOBILE, AL 36688
PHONE: 904-531-0500

2025 E Poplar Rd
Suite B-107
Mobile, AL 36688
(904) 219-5165 fax

TECHNICAL PROFESSIONAL
SHEET CONSULTANT

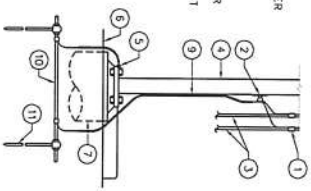
NOTE:
RIGID CABLED "HARD TYPES" SHOWN HERE ARE EXAMPLES.
CONSULT WITH PROJECT MANAGER OR CONSTRUCTION MANAGER
FOR SPECIFIC MODELS TO BE USED FOR THIS PROJECT.



EXOTHERMIC WELD DETAILS

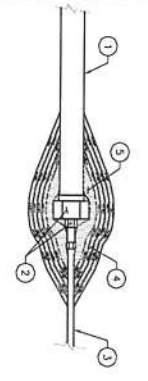
TYPICAL TOWER GROUNDING KIT NOTES:

1. "SUREGROUND" GROUND KIT
2. TOWER GROUNDING KIT
3. BOND DIRECTLY TO TOWER STEEL
4. RF TRANSMISSION TOWER (COAX)
5. EXOTHERMIC WELD TO MANUFACTURER INSTALLED BONDING TAB (TYPE)
6. FINISHED GRADE
7. OUTLINE OF TOWER FOUNDATION
8. #2 AVG SOLID THINDED BARE COPPER CONDUCTOR ROUTED IN FLEXIBLE CONDUIT (METALLIC LEAD NOT CONDUIT (CONCRETE)) (TYPE)
9. #10 ground rod
10. ground rod
11. ground rod



WEATHERPROOFING KITTED NOTES: (8)

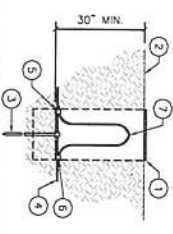
1. COAX TO JUMPER CONNECTION (TYPE P1)
2. JUMPER (TYPE P1)
3. #2 AVG SOLID THINDED BARE COPPER WIRE
4. ELECTRICAL TAPE (OR EQUIVALENT)
5. VAPOR WRAP SEALANT



WEATHERPROOF DETAILS

TEST WELL KITED NOTES: (8)

1. 6"x4"x2" DEEP P.V.C. SLOTTED GROUND TEST WELL WITH 6" P.V.C. FINISHED FLUE
2. #2 AVG SOLID THINDED BARE COPPER WIRE
3. #2 AVG SOLID THINDED BARE COPPER WIRE
4. EXOTHERMIC WELD (TYPE P1)
5. EXOTHERMIC WELD TO MANUFACTURER INSTALLED BONDING TAB (TYPE)
6. #2 AVG SOLID THINDED BARE COPPER WIRE
7. #2 AVG SOLID THINDED BARE COPPER WIRE
8. EXTENSION: CABLED AS CLOSE TO THE GROUND ROD AS POSSIBLE

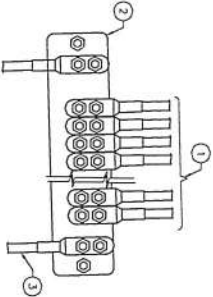


TEST WELL DETAILS

TOWER GROUND BUS BAR DETAILS

COAX CABLE GROUNDING KITTED NOTES: (8)

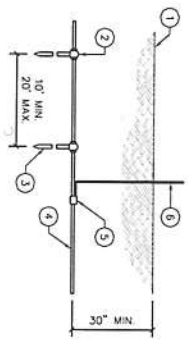
1. #2 AVG STRANDED CU WIRE WITH GREEN, 600V, THIN INSULATION OR BLACK MARKED AS REQUIRED BY NEC
2. GROUND BAR ON EXTERIOR CABINET OR COAX H-FRADE
3. #10 SYSTEM GROUND RING



EQUIPMENT GRND. BUS BAR DETAILS

GROUND ROD INSTALLATION KITED NOTES: (8)

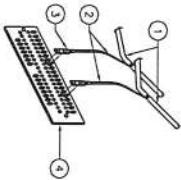
1. FINISHED GRADE
2. EXOTHERMIC CONNECTION (TYPE CI)
3. #2 AVG SOLID THINDED BARE COPPER WIRE (GROUND RING 30" BELOW GRADE)
4. #2 AVG SOLID THINDED BARE COPPER WIRE (GROUND RING 30" BELOW GRADE)
5. EXOTHERMIC CONNECTION TO GROUND RING (TYPE P1)
6. #2 AVG SOLID THINDED BARE COPPER WIRE GROUND CONDUCTOR



GRND. ROD INSTALLATION DETAILS

COAX CABLE GROUNDING KITTED NOTES: (8)

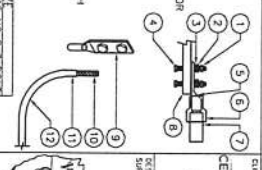
1. COAX
2. COAX GROUNDING KIT
3. HEX BOLTS APPROVED TWO HOLE LUG
4. THINDED COPPER TOWER BUS BAR



TOWER GROUND BUS BAR DETAILS

GROUND LUG KITED NOTES: (8)

1. NUT
2. LOCK WASHER
3. FLAT WASHER
4. BONDING GROUND LUG (SEE TABLE FOR SIZE AND MODEL)
5. HEAT SHINK (CLEAR)
6. HEAT SHINK (CLEAR)
7. GROUNDING CONDUCTOR
8. BONDING SURFACE OR METALLIC
9. BUNDLY 2-HOLE LUG W/ LONG BARREL FOR #8 AWG STRANDED 10 ENDS WIRE TO BE NO-OXID AT BOTH
10. END WIRE TO BE NO-OXID AT BOTH
11. HEAT SHINK
12. #6 AWG THIN COPPER WIRE

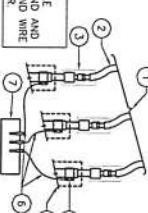


WIRE SIZE	BUNDLY LUG BOLT SIZE
#8 AWG STRANDED	1/4" X 3/8"
#10 AWG STRANDED	5/16" X 3/8"
#12 AWG STRANDED	3/8" X 3/8"
#14 AWG STRANDED	1/2" X 3/8"
#16 AWG STRANDED	5/8" X 3/8"
#18 AWG STRANDED	3/4" X 3/8"
#20 AWG STRANDED	7/8" X 3/8"

GROUND LUG DETAILS

ANTENNA GROUNDING KITTED NOTES: (8)

1. ANTENNA GROUNDING LINES (COAX) FROM ANTENNA
2. RF TRANSMISSION TOWER (COAX)
3. CONNECTOR WEATHERPROOFING KIT REFER TO DETAIL 6023
4. ANOTHER "SUREGROUND" GROUND KIT (TYPE P1), REFER TO DETAIL 6023 FOR WEATHERPROOFING DETAILS
5. #2 AVG SOLID THINDED BARE COPPER WIRE
6. #6 AWG THIN COPPER CONDUCTOR (OPTIONAL BOND DIRECTLY TO TOWER STEEL WITH ANGLE ADAPTER IF NO ANTENNA BUS BAR IS AVAILABLE)
7. #2 AVG SOLID THINDED BARE COPPER WIRE



NOTE:
DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.

ANTENNA GROUNDING DETAILS

SHEET ADDRESS:

347 007 29 181 22 57"
APACHE COUNTY, AZ
APR NO. 102-11-001U



GROUNDING DETAILS

SHEET NUMBER
E-5

CELLULARONE
1500 SOUTH WILLOW AVENUE
PHOENIX, AZ 85042
PHONE: 602-537-0033
FAX: 602-537-0033
WWW.CELLULARONE.COM

2008 E. Royal Rd
Suite 6137
Phoenix, AZ 85042
Phone: 602-957-2900
Fax: 602-957-2900
Email: 210-510-544

DATE	DESCRIPTION	BY
1/10/2008	100% CDS	OH
1/10/2008	REVISE LOCATION	OH
0/8/25/20	100% CDS	OH
1/8/24/20	PRELIM CDS	OH

DESIGNED BY: J
CHECKED BY: J
DATE: 1/10/2008
SCALE: AS SHOWN

CONSTRUCTION MANAGER
WRITERS R. DUNN

LANDING APPROVAL

DATE: 1/10/2008

GREEN

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

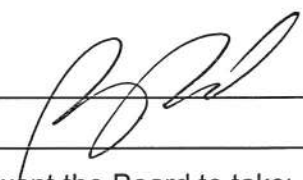
date/time stamp

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

County Manager _____

Date/Signature: _____

11/2/2020



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

Discussion and possible approval of a Liquor License Application recommendation for Kaylma Padilla, Rendezvous Diner, located at 117 Main Street in Greer, Arizona.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

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

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

TRAVIS SIMSHAUSER
MEMBER OF THE BOARD
DISTRICT III
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

September 23, 2020

Rendezvous Diner
Attn: Kaylma Rachelle Padilla
P. O Box 1337
Springerville, AZ 85938

Dear Ms. Padilla:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, November 10, 2020 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond".

Beth Bond
Assistant Clerk of the Board



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

AFFIDAVIT OF POSTING

Date of Posting: 9.24.20 Date of Posting Removal: 11.2.20

Applicant's Name: Padilla Kaylma Rachelle
Last First Middle

Business Address: 117 Main street Greer
Street City Zip

License #: Job #120277

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

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

Dale Hauser 11.2.20
Signature Date Signed

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

State of Arizona
Department of Liquor Licenses and Control

Created 09/16/2020 @ 09:11:38 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	RENDEZVOUS DINER		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	117 MAIN STREET GREER, AZ 85927 USA		
Mailing Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA		
Phone:	(928)735-7483		
Alt. Phone:	(928)245-4621		
Email:	PADILLA.RACHELLE@GMAIL.COM		

AGENT

Name:	KAYLMA RACHELLE PADILLA
Gender:	Female
Correspondence Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA
Phone:	(928)245-4621
Alt. Phone:	
Email:	PADILLA.RACHELLE@GMAIL.COM

OWNER

Name:	RENDEZVOUS DINER DRP LLC		
Contact Name:	KAYLMA RACHELLE PADILLA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23123818	State of Incorporation:	AZ
Incorporation Date:	08/28/2020		
Correspondence Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA		
Phone:	(928)245-4621		
Alt. Phone:			
Email:	PADILLA.RACHELLE@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

KAYLMA RACHELLE PADILLA
DAVID JOHN PADILLA

MEMBER/STOCKHOLDER 50.00
MEMBER/STOCKHOLDER 50.00

**RENDEZVOUS DINER DRP LLC -
MEMBER/STOCKHOLDER**

Name: KAYLMA RACHELLE PADILLA
Gender: Female
Correspondence Address: PO BOX 1337
SPRINGERVILLE, AZ 85938
USA
Phone: (928)245-4621
Alt. Phone:
Email: PADILLA.RACHELLE@GMAIL.COM

**RENDEZVOUS DINER DRP LLC -
MEMBER/STOCKHOLDER**

Name: DAVID JOHN PADILLA
Gender: Male
Correspondence Address: PO BOX 1337
SPRINGERVILLE, AZ 85938
USA
Phone: (928)245-0473
Alt. Phone:
Email: DP.APACHE14@GMAIL.COM

APPLICATION INFORMATION

Application Number: 120277
Application Type: New Application
Created Date: 09/16/2020

Selena

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
APACHE COUNTY
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
PAULINE JUNE MERRILL
PO BOX 11 GREER AZ 85927
\$475,000.00
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 09/16/2020 @ 09:15:45 AM

Local Governing Body Report

LICENSE

Number:	INP010012138	Type:	INP INTERIM PERMIT
Name:	RENDEZVOUS DINER		
State:	Active		
Issue Date:	09/16/2020	Expiration Date:	12/30/2020
Original Issue Date:	09/16/2020		
Location:	117 MAIN STREET GREER, AZ 85927 USA		
Mailing Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA		
Phone:	(928)735-7483		
Alt. Phone:	(928)245-4621		
Email:	PADILLA.RACHELLE@GMAIL.COM		

AGENT

Name:	KAYLMA RACHELLE PADILLA
Gender:	Female
Correspondence Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA
Phone:	(928)245-4621
Alt. Phone:	
Email:	PADILLA.RACHELLE@GMAIL.COM

OWNER

Name:	RENDEZVOUS DINER DRP LLC		
Contact Name:	KAYLMA RACHELLE PADILLA		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23123818	State of Incorporation:	AZ
Incorporation Date:	08/28/2020		
Correspondence Address:	PO BOX 1337 SPRINGERVILLE, AZ 85938 USA		
Phone:	(928)245-4621		
Alt. Phone:			
Email:	PADILLA.RACHELLE@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
-------	--------	-------------

KAYLMA RACHELLE PADILLA
DAVID JOHN PADILLA

MEMBER/STOCKHOLDER 50.00
MEMBER/STOCKHOLDER 50.00

**RENDEZVOUS DINER DRP LLC -
MEMBER/STOCKHOLDER**

Name: KAYLMA RACHELLE PADILLA
Gender: Female
Correspondence Address: PO BOX 1337
SPRINGERVILLE, AZ 85938
USA
Phone: (928)245-4621
Alt. Phone:
Email: PADILLA.RACHELLE@GMAIL.COM

**RENDEZVOUS DINER DRP LLC -
MEMBER/STOCKHOLDER**

Name: DAVID JOHN PADILLA
Gender: Male
Correspondence Address: PO BOX 1337
SPRINGERVILLE, AZ 85938
USA
Phone: (928)245-0473
Alt. Phone:
Email: DP.APACHE14@GMAIL.COM

APPLICATION INFORMATION

Application Number: 120278
Application Type: New Application
Created Date: 09/16/2020

Selena

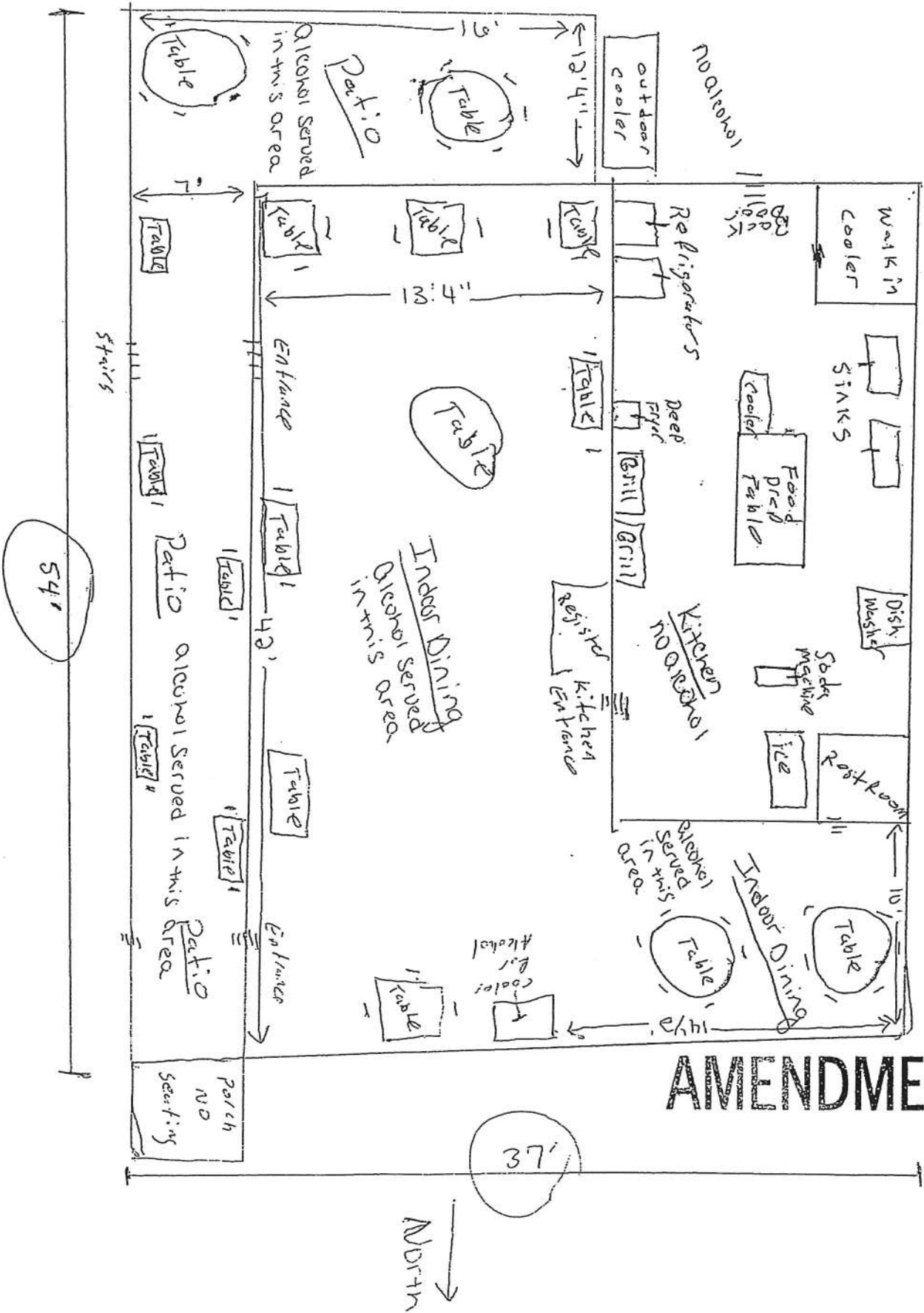
QUESTIONS & ANSWERS

INP Interim Permit

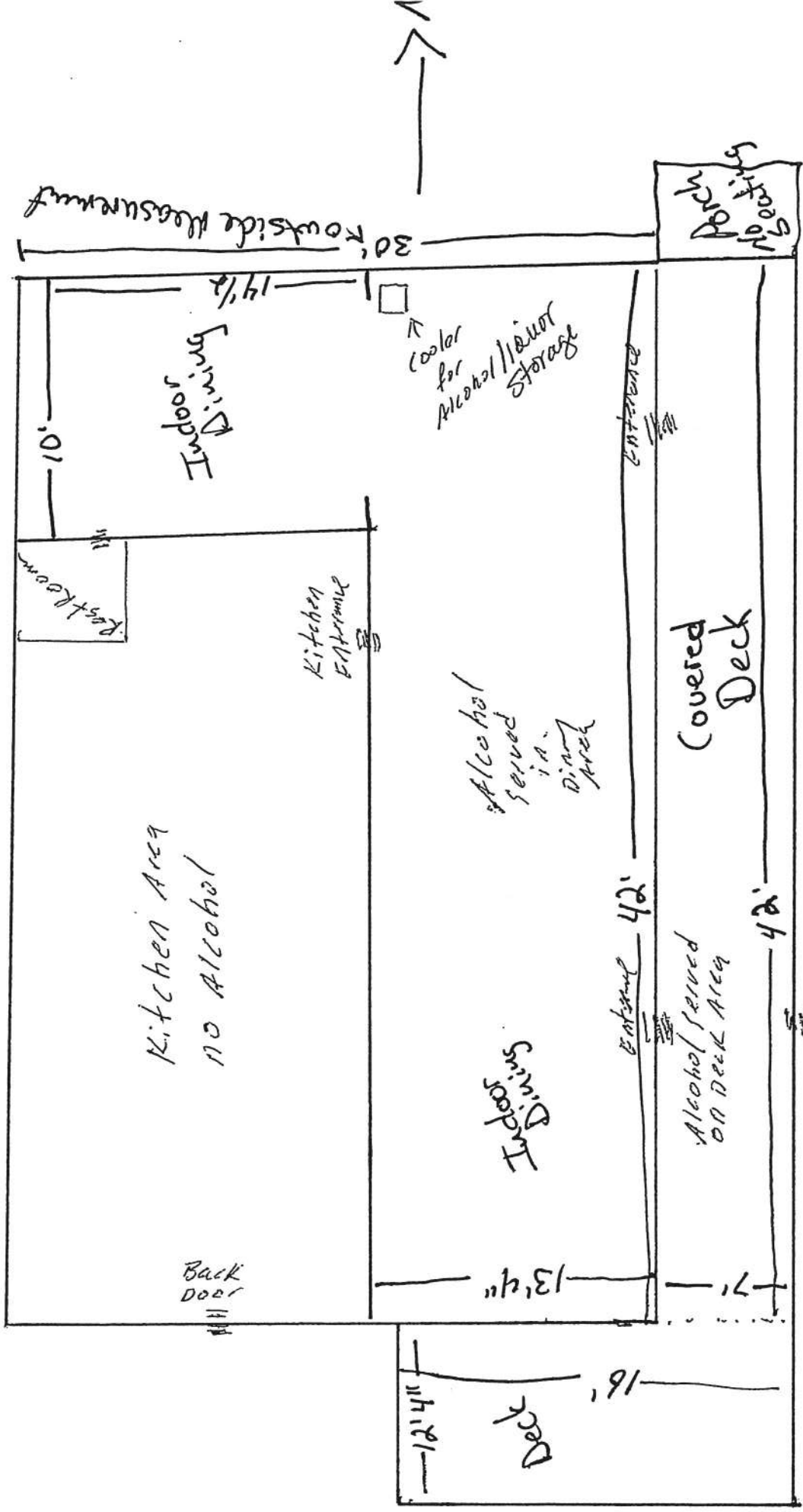
- 1) Enter License Number currently at location
12013011
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
No

The Rendezvous Diner
117 Main Street
Greer, Arizona 85937

Total Square Footage: 1998
(including patio)



AMENDMENT



20 SEP 16 11:49 AM '25



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

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

1. City or Town of: _____ Liquor License Application #: _____
 (Circle one) (Arizona application #)
2. County of: _____ City/Town/County #: _____
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

 (Name of entertainment district) (Date of resolution to create the entertainment district)
- A boundary map of entertainment district must be attached.
4. The _____ at a _____ meeting held on the _____ of _____
 (Governing body) (Regular or special) (Day)
 _____, _____ considered the application of _____
 (Month) (Year) (Name of applicant)
 for a license to sell spirituous liquor at the premises described in application _____,
 (Arizona liquor license application #)
 for the license series #: type _____ as provided by A.R.S §4-201.
 (i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

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

TRANSMISSION OF ORDER TO STATE

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

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

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

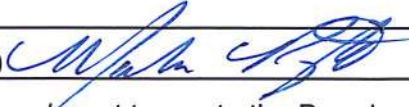
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: 11/2/20



//

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

Discussion and possible approval of USDA Rural Energy for America Program (REAP) grant award in the amount of \$50,000.

//BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature _____

Finance Review: _____

Signature _____



Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

RURAL BUSINESS-COOPERATIVE SERVICE FINANCIAL ASSISTANCE AGREEMENT

This Agreement, which includes Attachments A and B, for the Project and Amount described below (the "Project Description") and for the Program identified below, is between the Recipient (you) and the United States of America acting through the Rural Business-Cooperative Service (RBS or we).

Type of Award (mark one):
 Cooperative Agreement
 Grant

- Program and CFDA Number (mark one):
- Rural Energy for America Program (REAP) – 10.868
 - Rural Economic Development Grant (REDG)–10.854
 - Rural Business Development Grant (RBDG) – 10.351
 - Rural Microenterprise Assistance Program (RMAP) – 10.870
 - Agricultural Marketing Resource Center (AgMRC) – 10.352
 - Appropriate Technology Transfer for Rural Areas (ATTRA) – 10.782
 - Delta Health Care Services (DHCS) – 10.874
 - Federal-State Research on Cooperatives (RSRC) – 10.350
 - Rural Cooperative Development Grant (RCDG) – 10.771
 - Rural Development Cooperative Agreement (RDCA) - 0.890
 - Socially-Disadvantaged Groups Grant (SDGG) – 10.871
 - Value Added Producer Grant (VAPG) – 10.352
 - Other

I. GENERAL AWARD INFORMATION

1. Recipient Name & Address Apache County 75 W Cleveland St. Johns, AZ 85936-045		2. DUNS No. 082897786	3. SAM No. 3S6W2
5. Federal Award Identification Number (FAIN)		4. Case No.	
7. Performance Start Date 10/22/2020		6. Award Date 09/24/2020	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated \$ 50,000.00		8. Performance End Date 2 years after the Agency signs agreement.	
11. Total Project Cost (Budget Approved Amount) \$ 115,000.00		10. Amount of Matching/Other Funds (if applicable) \$ 65,000.00	
13. Indirect Cost Rate (if applicable)		14. Award as Percentage of Total Project Cost	
15. Recipient Contact (Name, Title, Contact Info) Alton Shepherd 928-337-7502		14. Does this award involve Research & Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		16. Agency Contact (Name, Title, Contact Info) Gregg Humphries, Energy Coordinator 602-280-8767 gregg.humphries@usda.gov	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

II. RESPONSIBILITIES

A. Recipient. The Recipient shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 2 CFR parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

- 1. Financial and Program Management.** You must follow the financial and performance management requirements in 2 CFR §§ 200.300-.309.
 - a. Financial Management.** You must maintain a financial management system in compliance with 2 CFR § 200.302.
 - b. Internal Controls.** You must maintain internal controls in compliance with 2 CFR § 200.303.
 - c. Payments.** You must comply with the payment requirements described in 2 CFR § 200.305. Payment must be requested by using the SF-270, “Request for Advance or Reimbursement” or SF-271, “Request for Reimbursement for Construction Programs” (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RBS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.16.
 - d. Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment B in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment B - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment B. You must report any changes and request prior approvals in accordance with 2 CFR § 200.308.
 - e. Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 CFR § 200.309.
 - f. Bonding.** You must maintain your fidelity bond coverage in the amount of \$N/A for the Period of Performance of the award. (See 2 CFR § 200.304.)
 - g. Program Income.** You must comply with the requirements of 2 CFR § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 CFR § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2

CFR § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 CFR § 200.307(e)(1). Costs incidental 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.

2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 CFR §§ 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 CFR Part 170, including Appendix A, and 2 CFR §§ 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
 - a. **Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
 - b. **Performance Reports.** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
4. **Subrecipient Monitoring and Management.** You must monitor and manage any subrecipients in accordance with 2 CFR §§ 200.330-.332.

5. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 CFR §§ 200.333-.337.
 6. **Closeout.** You must comply with the closeout requirements in 2 CFR § 200.343.
 7. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 CFR § 200.344 even after the Period of Performance for this Agreement has ended.
 8. **Cost Principles.** You must comply with the provisions in 2 CFR Part 200, most of which are contained in Subpart E.
 9. **Audits.** You must comply with the provisions in 2 CFR Part 200, Subpart F.
 10. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. Your compliance, shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. These data must be available to us for Civil Rights Compliance Reviews. Unless otherwise provided in Attachment A, you must submit to a post-award compliance review conducted after the final disbursement of grant funds have occurred.
 11. **Universal Identifier and Central Contractor Registration.** You must comply with 2 CFR Part 25, including Appendix A. Note that the Central Contractor Registration is now available through the System for Award Management at www.sam.gov.
 12. **Special Conditions.** You must comply with any special conditions identified in Attachment A – Program Addendum.
- B. Rural Business-Cooperative Service (RBS).** RBS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Recipient’s proper request according to Section II.A.1.c.

2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in compliance, we will enforce the terms of this Agreement using the provisions of 2 CFR §§ 200.338-.342.

C. **Both Parties.** The Recipient and RBS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RBS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Recipient:

Apache County

Alton Shepherd

Name (Please Print)

Chairman, Apache County Board of Supervisors

Title (Please Print)

Signature

Date

Approved by the United States of America, Rural Business-Cooperative Service by:

GARY S. MACK

Name (Please Print)

Business & Cooperative Programs Director

Title (Please Print)

Signature

Date

Attachment A – Program Addendum

Attachment B – Approved Work Plan and Budget

Attachment A – Program Addendum

Attachment A – Program Addendum

PROGRAM NAME:

- Rural Business Development Grant Program (RBDG)
- Rural Economic Development Grant Program (REDG)
- Rural Microenterprise Assistance Program (RMAP)

AUTHORITY: RBDG (7 USC 1932(c)); REDG (7 USC 940c); RMAP (7 USC 2008s).

APPLICABLE PROGRAM REGULATIONS: RBDG (7 CFR part 4280 subpart E); REDG (7 CFR 4280 subpart A); RMAP (7 CFR part 4280 subpart D).

APPLICABLE FEDERAL REGISTER NOTICE: [INSERT FR REFERENCE]

ADDITIONAL PROGRAMMATIC AWARD PROVISIONS:

RBS and the Recipient agree to the following additional provisions:

Section II, Paragraph A.1.g. is retained and the following language is added:

Program income funds must be spent prior to grantee or Agency funds whenever possible. Otherwise, a program income account must be established and utilized in the following manner:

[INSERT WHAT PROGRAM INCOME CAN BE USED FOR AS RELATED TO THIS SPECIFIC PROJECT. EXAMPLES MAY INCLUDE BUT ARE NOT LIMITED TO, EQUIPMENT MAINTENANCE AND REPAIRS. THE EXPENDITURE OF THESE FUNDS SHOULD BE PROJECT SPECIFIC]:

N/A

Real property acquired or improved with Award Funds. (Provide the legal description and/or address of where the real property or other property described in block below is located. Use continuation sheets as necessary.)

N/A

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USDA RBDG		\$	\$	\$ 50,000.00	\$	\$ 50,000.00
2. In-kind					65,000.00	65,000.00
3.						
4.						
5. Totals		\$	\$	\$ 50,000.00	\$ 65,000.00	\$ 115,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) USDA RBDG	(2) In-kind	(3)	(4)	
a. Personnel	\$ <input type="text"/>	\$ 55,000.00	\$ <input type="text"/>	\$ <input type="text"/>	\$ 55,000.00
b. Fringe Benefits	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
c. Travel	<input type="text"/>	5,000.00	<input type="text"/>	<input type="text"/>	5,000.00
d. Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
e. Supplies	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
f. Contractual	50,000.00	<input type="text"/>	<input type="text"/>	<input type="text"/>	50,000.00
g. Construction	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
h. Other	<input type="text"/>	5,000.00	<input type="text"/>	<input type="text"/>	5,000.00
i. Total Direct Charges (sum of 6a-6h)	50,000.00	65,000.00	<input type="text"/>	<input type="text"/>	115,000.00
j. Indirect Charges	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
k. TOTALS (sum of 6i and 6j)	\$ 50,000.00	\$ 65,000.00	\$ <input type="text"/>	\$ <input type="text"/>	\$ 115,000.00
7. Program Income	\$ 0.00	\$ 0.00	\$ <input type="text"/>	\$ <input type="text"/>	\$ 0.00

Authorized for Local Reproduction

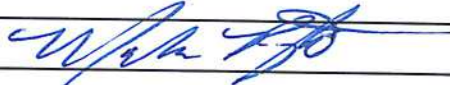
SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. USDA RBDG	\$ 0.00	\$	\$	\$ 0.00	
9. In-kind	65,000.00			65,000.00	
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 65,000.00	\$	\$	\$ 65,000.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
14. Non-Federal	\$ 65,000.00	16,250.00	16,250.00	16,250.00	16,250.00
15. TOTAL (sum of lines 13 and 14)	\$ 115,000.00	\$ 28,750.00	\$ 28,750.00	\$ 28,750.00	\$ 28,750.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. USDA RBDG	\$	\$	\$	\$	
17. In-kind					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: 10/29/2020  //

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

Discussion and possible approval of Community Development Block Grant (CDBG) contract #123-21 between Department of Housing and Apache County to purchase equipment for the Springerville Fire Department.


//BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature 

Finance Review: _____

Signature  /

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

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

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

Table of Contents

SECTION 1. FUNDS PROVIDED	2
SECTION 2. OTHER FUNDS.....	3
SECTION 3. ACCEPTANCE OF FUNDS.....	3
SECTION 4. DURATION	3
SECTION 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW	3
SECTION 6. SCOPE OF WORK	5
SECTION 7. REPORTS.....	5
SECTION 8. SCHEDULE OF COMPLETION.....	7
SECTION 9. BUDGET	8
SECTION 10. AMENDMENTS AND MODIFICATIONS	9
SECTION 11. ENVIRONMENTAL REVIEW CONDITIONS	9
SECTION 12. APPLICATION AND OTHER PRE-AWARD COSTS.....	10
SECTION 13. COMPENSATION AND METHOD OF PAYMENT	11
SECTION 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME	11
SECTION 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS.....	13
SECTION 16. REVERSION OF ASSETS	14
SECTION 17. DEPARTMENT OF HOUSING RESPONSIBILITIES	15
SECTION 18. SUBCONTRACTING.....	15
SECTION 19. FAILURE TO MAKE PROGRESS.....	15
SECTION 20. TERMINATION FOR CAUSE.....	16
SECTION 21. TERMINATION FOR CONVENIENCE.....	16
SECTION 22. ENFORCEMENT	17
SECTION 23. CANCELLATION	17
SECTION 24. RECORDS RETENTION	18
SECTION 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS.....	18
SECTION 26. AVAILABILITY OF FUNDS.....	19
SECTION 27. APPLICABLE LAW AND ARBITRATION.....	19

**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

Table of Contents

SECTION 28. INDEMNIFICATION.....19

SECTION 29. FEDERAL GOVERNMENT LIABILITY.....19

SECTION 30. AUDIT20

SECTION 31. AUDIT EXCEPTIONS.....20

SECTION 32. UNALLOWABLE USE OF FUNDS.....20

SECTION 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS20

SECTION 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF20

SECTION 35. IDENTIFICATION OF DOCUMENTS21

SECTION 36. COPYRIGHT.....21

SECTION 37. RIGHTS IN DATA21

SECTION 38. FUNDING CONDITIONS.....21

SECTION 39. NON-DISCRIMINATION21

SECTION 40. THIRD PARTY ANTITRUST VIOLATIONS22

SECTION 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND
E-VERIFY REQUIREMENT22

SECTION 42. INSURANCE.....23

SECTION 43. PRIVACY CONSIDERATIONS.....25

SECTION 44. NOTICES25

SECTION 45. REGISTRATION WITH SOCIAL SERVE26

SECTION 46. ADOH SIGNAGE26

SECTION 47. PHOTOGRAPHS26

SECTION 48. STATE OF ARIZONA26

SECTION 49. A.R.S. § 35-393.01.....26

SECTION 50. A.R.S. § 1-501 RELATING TO FEDERAL PROGRAMS.....27

**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

Table of Contents

ATTACHMENTS

- A **Scope of Work**
- B **Performance Report/Schedule of Completion**
- C **Budget**
- D **Request for Payment Form**
- E **Special Conditions of the Agreement**
- F **Certification and Other Requirements Relating to Title I or Title II Assistance**
- G **Authorizing Resolution(s)**
- H **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. 123-21
TERMINATION DATE November 1, 2021

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
APACHE COUNTY
FOR
SPRINGERVILLE FIRE FIGHTING EQUIPMENT**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

- Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
and
APACHE COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #082897786, located at

P.O. Box 428

Street

Saint Johns, Arizona 85396-0248

City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$51,980.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

- CDBG, CFDA # 14.228**
Federal Fiscal Year 2020
\$51,980.00
- HOME, CFDA # 14.239**
Federal Fiscal Year _____
\$ _____
- HTF**
State Fiscal Year _____
\$ _____
- HPF**
State Fiscal Year _____
\$ _____
- HOPWA, CFDA # 14.241**
Federal Fiscal Year _____
\$ _____
- COC, CFDA # 14.267**
Federal Fiscal Year _____
\$ _____

- NHTF, CFDA # 14.275**
Federal Fiscal Year _____
\$ _____

- DOE WAP, CFDA # 81.042**
Federal Fiscal Year _____
\$ _____

- LIHEAP WAP, CFDA # 93.568**
Federal Fiscal Year _____
\$ _____

- SWG WAP**
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until NOVEMBER 1, 2021 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as

Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement
attached hereto as **Attachment E**.

- CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF funds require adherence to the *Special Needs Housing Manual* as revised.
- COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and*

Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

- SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan); (2) Health and Safety Plan (HSD Plan); (3) the Arizona Weatherization Policies and Procedures Handbook; (4) Arizona Weatherization Assistance Program Field Guide; (5) Standard Work Specifications; and (6) WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- HOME, NHTF, HTF funded rental development projects (“Rental Projects”) or HPF funded rapid rehousing projects:** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”).** Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC funded assistance for persons who are homeless (“Homeless Projects”).** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- HOPWA funded rental assistance and services (“HOPWA Projects”).** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, LIHEAP WAP and SWG WAP funded projects (“Weatherization Projects”).** Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout

requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.

- HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
 - (b) Recipient is requesting a change to the loan terms.
- WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

- WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH 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 ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

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

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

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

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

APACHE COUNTY
Entity
MALENA BAZURTO-HANNAH
Attention (if applicable)
P.O. Box 428
Mailing Address
SAINT JOHNS, ARIZONA 85396-0248
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. § 35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING**

**APACHE COUNTY
RECIPIENT**

BY: _____

BY: _____

Carol L. Ditmore

Alton Joe Sheperd

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: _____

DATE: _____



Attachment A SCOPE OF WORK

Apache County – Springerville Fire Fighting Equipment

Activity #1 - Administration

\$2,000 CDBG

To carry out all required actions to administer activities funded from the FY 2020 NACOG Regional Account for Apache County. Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 – Springerville Fire Fighting Equipment

\$49,980 CDBG

Apache County will use CDBG funds to purchase fire-fighting equipment for the Town of Springerville Arizona. Equipment to be purchased includes spreader, cutter, telescoping ram and combination tool. Search and rescue equipment to be purchased includes rigging, webbing, harnesses, helmets and a confined space kit. Fire hydrant test kits and hose testers will be purchased also.

This activity will meet the Low to Moderate Income National Objective (LMA) and will benefit approximately 1995 people of whom 1020 (or 51%) are low-to-moderate income.

HUD Performance Measures

Objective: Suitable Living Environment

Outcome: Improved Sustainability

Indicator(s): Number of people (LMI included) with improved access

Data Collection Methodology: Document the number of residents living in the service area who have improved access to road/sidewalk improvements.



**Arizona
Department
of Housing**

CDBG

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of 1

Recipient	Apache County		Date	
Contract No	123-21	Contract Period: from November 2020 to November 1, 2021	Revision	
Activity	Springerville Fire Fighting Equipment		Month	
Recipient Address	P.O. Box 428		City	Saint Johns
Contact Person	Malena Bazaruto		Zip Code	85936-0248
Phone	928-551-1769	Email	mbazaruto@co.apache.az.us	
Program Specialist	Devon Mingey	Email	devon.mingey@azhousing.gov	

Indicate adherence to contract or schedule changes. Due by the 15th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Execute ADOH contract	11/1/2020		
Environmental Review Completed	11/1/2020		
Request Quotes	12/1/2020		
Choose Supplier	2/1/2021		
Purchase Equipment	3/1/2021		
Equipment Delivery	9/1/2021		
Project Complete - Contract Expires	11/1/2021		

Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.

Last RFP submitted on:

Recipient Authorized Signature	Date	Title
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Arizona
Department
of Housing

CDBG

Attachment C

Budget							
Recipient	Apache County					Date	
Contract No./File No.	123-21 Contract Period: from November 2020 to November 1, 2021				Revision No.		
Activity	Springerville Fire Fighting Equipment						
Recipient Address	P.O. Box 428				City	Saint Johns	
Contact Person	Malena Bazaruto				Zip Code	85936-0248	
Phone	928-551-1769	Email	mbazaruto@co.apache.az.us		County	Apache	
Program Specialist	Devon Mingey		Email	devon.mingey@azhousing.gov			
a	b	c	d	e	f	g	
Budget Line Item or Activity No.	CDBG FY2020	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year	
Activity 1 – Admin	\$2,000.00						
Activity 2 – Equipment Purchase	\$49,980.00						
Total	\$51,980.00						



**Arizona
Department
of Housing**

CDBG (F-3)

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Apache County		Date	
Contract No	123-21	Contract Period: from November 2020 to November 1, 2021		Pay Req. No
Activity	Springerville Fire Fighting Equipment			Direct Wire Dep
Recipient Address	P.O. Box 428			City
Contact Person	Malena Bazaruto			ZIP
Phone	928-551-1769	Email	mbazaruto@co.apache.az.us	
Program Specialist	Devon Mingey	Email	devon.mingey@azhousing.gov	
			Fax	
			County	Apache

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG FY2020	CDBG FY2020	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
Act. 1 Administration		\$2,000.00			\$ 2,000.00		\$ 2,000.00
Act. 2 Project Specific			\$49,980.00		\$ 49,980.00		\$ 49,980.00
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
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					\$ -		\$ -
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					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
Total		\$ 2,000.00	\$ 49,980.00	\$ -	\$ 51,980.00	\$ -	\$ 51,980.00

Recipient Authorized Signature	Date	Title
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.		
Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>
ADOH Program Specialist Approval		Date
For ADOH Use Only		ADOH Program Administrator Approval
		Date

ATTACHMENT F

CERTIFICATION AND OTHER REQUIREMENTS RELATING TO TITLE I ASSISTANCE

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such Federal law apply to this program.
 - b. Is authorized and consents on behalf of the applicant and him (her)self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.
4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 2 CFR part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

- c. Section 109 of the Housing and Community Development Act of 1974.
 - d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.
 - e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).
 - f. Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - g. Federal Fair Housing Act of 1988, P.L. 100-430.
 - h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42 U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.
 - i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.
12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.
 13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 14. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
 15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
 16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
 18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
 19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
 20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
 - a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
 - b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low income persons.

21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with 2 CFR 200, Subpart F – Audit Requirements; and if the grant is closed out prior to all funds having been audited, it shall refund to ADOH any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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 sub-awards at all tiers (including subcontracts, sub-grants, 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."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.



Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD FOR ALL ADMINISTRATIVE
ACTIONS PERTAINING TO CDBG FUNDING AGREEMENTS

UGLG: _____ FUNDING AGREEMENT NUMBER(S): _____

ONLY ONE SIGNATURE REQUIRED (additional recommended to ensure signatory availability)

SIGNATURE(S) OF AUTHORIZED INDIVIDUAL(S)

Typed Name <u>Malena Bazarro-Hannah</u>	Title <u>District 3 Manager</u>
Signature _____	Date <u>11/10/20</u>
Typed Name <u>Ryan Patterson</u>	Title <u>County Manager</u>
Signature _____	Date <u>11/10/20</u>
Typed Name _____	Title _____
Signature _____	Date _____
Typed Name _____	Title _____
Signature _____	Date _____

I certify that the signatures above are those of the individuals who may authorize administrative actions for the cited contract and that I, as the Chief Elected Official, have the authority to designate these individuals to take such action.

Chief Elected Official _____ Title _____
(Typed Name)

Signature _____ Date _____



Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: Funding Agreement Number(s):

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s):

1

Signature Date
Malena Bazarro-Hannah District 3 Manager
Typed Name Title

2

Signature Date
Ryan Patterson County Manager
Typed Name Title

3

Signature Date
Typed Name Title

4

Signature Date
Typed Name Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.

Signature of Chief Elected Official Date

Typed Name Title



Community Development Block Grant (CDBG) Program
AUTHORIZED SIGNATURE CARD
FOR REQUESTS FOR PAYMENT ON CDBG ACCOUNT (F-2)

UGLG: NACOG- Apache County	Funding Agreement Number(s): 123-21
----------------------------	-------------------------------------

SIGNATURES OF INDIVIDUALS AUTHORIZED TO REQUEST FUNDS ON THE CITED CDBG FUNDING AGREEMENTS(s):

❶

Signature	Date
Malena Bazarro-Hannah	District 3 Manager
Typed Name	Title

❷

Signature	Date
Ryan Patterson	County Manager
Typed Name	Title

❸

Signature	Date
Typed Name	Title

❹

Signature	Date
Typed Name	Title

I certify that the signatures above are of the individuals authorized to request payments for the cited contract and that I, as the Chief Elected Official (Mayor/County Board Chairperson), have the authority to designate these individuals to take such action.

Signature of Chief Elected Official	Date
Typed Name	Title



Community Development Block Grant (CDBG) Program DESIGNATION OF DEPOSIT OF GRANT FUNDS (F-1)

Funding Agreement Number(s): _____

(Complete the name and address of Recipient Unit of Local Government [UGLG])

UGLG: Apache County

Address: PO Box 428

City: Saint Johns

State: Arizona

Zip: 85936

has been designated as the recipient for all funds to be received from ADOH resulting from CDBG Funding Agreement Number(s) shown above.

Funds shall be deposited by the recipient UGLG to:

Name of Financial Institution: National Bank of AZ Account Name/#: 5791392235

- A. Check this box if payment to be mailed to grantee
- B. Check this box if payment to be sent electronically (direct deposit).

Note: If Box B is checked, GA0-618 Automated Clearinghouse (ACH) Vendor Authorization must be sent to ADOH.

Account number by which CDBG funds will be recorded in grantee financial records: 300-6000

Leverage account number, if applicable: n/a

I certify that CDBG funds shall be deposited as specified above; shall not be deposited in an interest bearing account (unless all requests for payment shall be on a reimbursement basis); and shall be deposited in an FDIC-insured financial institution.

Alton Joe Shepherd

Typed Name of Chief Elected Official

Signature of Chief Elected Official

Title

Date

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: 11/2/20



//

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

Review of Environmental Review of the Concho Mellon Community Center location and possible approval of Environmental Assessment Checklist and Release of Funds Request as part of the Community Development Block Grant (CDBG) award.

//BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: __

Signature 

Finance Review: _____

Signature _____ /

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____

E-P.4 - COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND INTENT TO REQUEST RELEASE OF FUNDS

10/30/2020

Name of Responsible Entity [RE]: Apache County

Address: 75 West Cleveland Street, PO Box 238

City, State, Zip Code: St. Johns, AZ 85936

Telephone Number of RE: (928) 337-7528

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Apache County

REQUEST FOR RELEASE OF FUNDS

On or about November 17, 2020 Apache County will submit a request to the Arizona Department of Housing for the release of CDBG funds under Title I of the Housing and Development Act of 1974, to undertake a project known as Mellon Community Center for the purpose of:

Concho CAN, a non-profit organization, plans to use \$16,800.00 of federal FY2020 CDBG Administration Funds and \$158,844.00 of FY2020 CDBG Project Funds to rehabilitate a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

FINDING OF NO SIGNIFICANT IMPACT

Apache County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) and may be examined by contacting Malena Bazurto at (928) 551-1769 or mbazurto@co.apache.az.us.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to Apache County, 75 West Cleveland Street, PO Box 238, St. Johns, AZ 85936. All comments received by November 16, 2020 will be considered by Apache County prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

Apache County certifies to Arizona Department of Housing that Alton Joe Shepherd in his capacity as Apache County Board of Supervisors Chairman consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Apache County to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will accept objections to Apache County Request for Release of Funds and Environmental Certification for a period of fifteen days following the submission date specified above or the actual receipt of the request (whichever is later) only if they are on the following bases: a) the certification was not executed by the Certifying Officer of Apache County; b) the RE has omitted a step or failed to make a determination or finding required by HUD regulations at 24 CFR part 58 or CEQ regulations at 40 CFR 1500-1508, as applicable; c) the RE has omitted one or more steps in the preparation, completion or publication of the Environmental Assessment or Environmental Impact Study per 24 CFR Subparts E, F or G of Part 58, as applicable; d) the grant recipient or other participant in the development process has committed funds for or undertaken activities not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification; e) another Federal, State or local agency has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to *Arizona Department of Housing* at 1110 W Washington Street #280, Phoenix, AZ 85007. Potential objectors should contact *Arizona Department of Housing* to verify the actual last day of the objection period.

Signature of Certifying Officer

Alton Joe Shepherd, Chairman, Apache County Board of Supervisors

E-11 Compliance Factor and Environmental Assessment Checklist

Project Name: Mellon Community Center

Recipient: Apache County

A. 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project:

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The Mellon Community Center is located at 99 County Road 5050, Concho, Arizona 85936. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

DIRECTIONS - Check "A" in the Status Column when the project, by its nature, does not affect the resources under consideration; OR check "B" if the project triggers formal compliance consultation with the oversight agency, or requires mitigation. Compliance documentation must contain verifiable source documents and relevant base data. Attach reviews, consultations, and special studies as appropriate. See instructions for additional guidance.

B. Compliance Factors:

Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A/B	Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	<input checked="" type="checkbox"/> <input type="checkbox"/>	9/2/2020 SHPO and tribes were consulted. Please see attached consultation responses. Erin Davis, SHPO concurred that there will be no historic properties affected. Tribal responses returned by Richard Begay, Navajo Nation and Mark Altaha, White Mountain Apache Tribe indicated no cultural properties will be adversely effected.
2. Floodplain Management [24 CFR 55, Executive Order 11988] Flood Disaster Protection Act (Flood Insurance) [§58.6(c)]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Please see attached FEMA map completed on 9/2/2020. The parcels involved in this project are located in Zone D of FEMA panel number 04001C4100E eff. 09/28/2007.
3. Wetland Protection [Executive Order 11990]	<input checked="" type="checkbox"/> <input type="checkbox"/>	This project does not lie within a wetland as demonstrated in the attached Fish and Wildlife map completed on 9/2/2020. Therefore, no further action is required.
4. Coastal Zone Management Act [Sections 307(c), (d)] Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.
5. Sole Source Aquifers [40 CFR 149]	<input checked="" type="checkbox"/> <input type="checkbox"/>	There are no sole source aquifers located in the NACOG region. Therefore, no further action is required. Please see attached sole source aquifer map completed on 9/2/2020 as supporting evidence.
6. Endangered Species Act [50 CFR 402]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Please see attached documentation from the Fish and Wildlife Service obtained on 9/1/2020 that demonstrates that the project is not likely to adversely affect any federally protected (listed or proposed) threatened or Endangered Species (i.e., plants or animals, fish, or invertebrates), nor adversely modify designated critical habitats.
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	<input checked="" type="checkbox"/> <input type="checkbox"/>	Please see attached Wild and Scenic River Map and project location map obtained on 9/2/2020. The project is not located within one mile of a listed Wild and Scenic River. Therefore, no further action is required.

8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The NACOG region does not contain any nonattainment areas. Please see attached ADEQ Nonattainment/maintenance status list for each county in Arizona by year for all criteria pollutants.
9. Farm Land Protection Policy Act [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The NACOG region does not include prime or unique farmland, or other farmland of statewide or local importance as identified by the attached U.S. Department of Agriculture, Natural Resources Conservation Service NRCS. Please see the attached map for details.
10. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The purpose of Executive Order 12898 is to ensure that there is no disproportionately adverse environmental impact (mainly toxic dumps and nuclear waste facilities) on low income and minority areas due to federal projects. It is presumed that if there is no negative impact in the other laws and authorities areas listed, then there is no impact on Environmental Justice.
Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A/B		Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
11. HUD Environmental Standards Noise Abatement and Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This question does not apply to this project as the project does not involve new construction for residential use/rehabilitation of existing residential property.
Explosive & Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10/8/2020 Devin Brown, Apache County Community Development Director responded by questionnaire to agree that the project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52). Please see attached consultation.
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please see attached EPA map obtained on 9/2/2020. The EPA map demonstrates that no hazardous, toxic or radioactive materials or substances are known to exist in the immediate area of the project.
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please see attached Google map that demonstrates that the property where the project will be located is more than 15,000 feet of a military airport and 2,500 feet of a civilian airport. It is more than 14 miles from a landing strip.

C. Environmental Assessment Checklist

Indicate the relevant impact code and cite all supporting documentation. Refer to the Instructions for further guidance. The impact codes are as follows:

Impact Code:

- | | |
|---------------------------|----------------------------------|
| 1. No Impact Anticipated | 4. Requires Mitigation |
| 2. Potentially Beneficial | 5. Requires project modification |
| 3. Potentially Adverse | |

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
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LAND DEVELOPMENT

1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project is consistent with the completed components of local plans and supporting zoning. Please see the attached consultation letter.
2. Soil Suitability, Slope, erosion, drainage, storm water runoff	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that the project area is not impacted by fissures, expansive soils or other destabilizing conditions. Please see the attached consultation letter.
3. Hazards and Nuisances including site safety	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that there are no major safety concerns. The project site will not be impacted by hazards or nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; street pounding causing nuisance ingress and egress problems to the project area. Please see the attached consultation letter.

4. Energy Consumption	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that energy consumed will not be a burden. Please see the attached consultation letter.
5. Demographic Character Changes, displacement	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this project will not alter the tenant-owner status of those residing in the area, nor will it isolate the population or displace anyone. There will be no relocation of residents because of this project; therefore there will be no effect on social service needs pertaining to the improvements taking place. Please see the attached consultation letter.
6. Employment and Income Patterns	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project would not likely affect commercial or industrial business, local employment or entrepreneurial opportunities. No job creation will take place. Please see the attached consultation letter.
7. Educational and Cultural Facilities	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that The project will not negatively impact local schools or cultural facilities. Sufficient capacity is available. The project does not affect safe access to existing schools or cultural facilities. No special education services will be needed as a result of the project. Please see the attached consultation letter.
8. Commercial Facilities	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not impact commercial service facilities. Additional commercial services are not needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries have convenient and safe access to a full range of commercial services. Please see the attached consultation letter.

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
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SOCIOECONOMIC

9. Health Care and Social Services	2	10/8/2020 Devin Brown, Apache County Community Development Director and 9/28/2020 Leon Buttler, President, Concho CAN conveyed by questionnaire that Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers. This Community Center is intended to help create a centralized location in the area for Concho CAN to improve aspects of the quality of life of local citizens through social programs. Please see the attached consultation letter.
10. Solid Waste Disposal, Recycling	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that the project scope does not include any work that would generate more solid waste than is already produced. This is not a large-scale project and thus will not generate an unusual amount of waste; existing collection services are adequate. Please see the attached consultation letter.

COMMUNITY FACILITIES AND SERVICES

11. Wastewater, Sanitary Sewers	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that existing wastewater infrastructure will not be affected. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. Please see the attached consultation letter.
12. Water Supply	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this pedestrian accessibility project will not impact the potable water supply available for project beneficiaries. Please see the attached consultation letter.
13. Public Safety		
Police/ Fire	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not impact police, fire and emergency services, or create obstacles for emergency vehicles in meeting their responsibilities. Please see the attached consultation letter.

14. Parks, Open Space and Recreation	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this project will not negatively impact any parks, open spaces or recreation areas or lessen accessibility or availability to spaces or services. Please see the attached consultation letter.
15. Transportation and Accessibility	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not reduce the mobility of the population. Please see the attached consultation letter.

NATURAL FEATURES

16. Unique Natural Features, Water Resources	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that: The project will not affect local groundwater resources or wells, and that there is not a high water table that should be considered during project construction. There is not a possible subsidence problem due to dependence on wells or groundwater resource and there is no evidence of impoundment of water on the project site. The project will not significantly add to the impervious surface in its impact area and thereby increase demands on drainage facilities. Please see the attached consultation letter.
17. Vegetation, Wildlife	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project would not damage or destroy existing remnant plant communities, wildlife habitat, or their food chain. Further, the project will not create environmental conditions eliminating plant life. 10/5/20 AZ Game and Fish returned an assessment that at its conclusion deferred to US Fish and Wildlife. The US Fish and Wildlife assessment that concluded that no critical habitats would be affected by this project. Any potential threats/barriers to wildlife habitat connectivity noted by AZG&F in their assessment are not applicable as no roads, residences or fences are being constructed as a part of this project. Please see the attached consultation responses.

18. SUMMARY OF FINDINGS AND CONCLUSIONS

(Summarize the findings and conclusions from the checklist items 1 thru 31)

This project has the potential to benefit the community by providing a central location for the Concho CAN nonprofit organization that will help local residents improve their quality of life. It does not raise any concerns with those entities consulted that would require project modification or mitigation. This location does not pose any adverse effects for the community as the parcel of land where the building sits is in a previously developed commercial neighborhood in Concho.

19. ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9]

(Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment and the reasons for rejecting it.)

It is our understanding that this project and the improvements it addresses take precedent over alternative projects that were discussed at Apache County public hearings. Since ADOH does not allow alternative projects to be proposed after a CDBG application is submitted and approved, the alternative projects discussed at the public hearings would have to wait until the next round of CDBG funding to be considered. No other funding is available outside of CDBG funding at this time to complete this project.

20. No Action Alternative [24 CFR 58.40(e)]

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative.)

Should the community pursue another project these local residents will continue to have limited access to nonprofit services as Concho CAN is one of the only resources in Apache County. Concho CAN was able to provide the building and purchase the land for the project, but currently does not have funding to provide the required rehabilitation to the building. Since ADOH does

not allow alternative projects to be proposed after a CDBG application is submitted and approved, the alternative projects discussed at the public hearings would have to wait until the next round of CDBG funding to be considered or the community would need to find an alternative funding source.

21. Mitigation Measures Recommended [24 CFR 58.40(d), 40 CFR 1508.20]

(Recommend feasible ways in which the proposal or external factors relating to the proposal should be modified in order to eliminate or minimize adverse environmental impacts.)

At this time the County and NACOG staff see no cause for recommending mitigating measures. No mitigating measures were recommended by consulted entities.

22. Additional Studies Performed

(Attach studies or summaries.)

No additional studies or summaries have been conducted or created to include in the review.

23. a. The project is in compliance with applicable laws and regulations. Yes No

b. An EIS is required. Yes No

c. A Finding of No Significant Impact (FONSI) can be made because the project will not significantly affect the quality of the human environment. Yes No

Prepared by: Chloe Van Hoose, NACOG Program Specialist

Signature

Date

Responsible Entity Approval: Alton Joe Shepherd, Chairman, Apache County Board of Supervisors

Signature

Date



INSTRUCTIONS FOR PARTS A AND B

A. Insert the Scope of Work for the proposed project in the blank provided including the project location or area of potential effect (APE).

B. Compliance Factors: Statutes, Executive orders, and Regulations listed at 24 CFR §58.5.

For HUD funded projects that are categorically excluded per 24 CFR §58.35(a), the Responsible Entity (RE) must make a determination of whether the proposal achieves compliance with each applicable statute, Executive Order, or regulation with or without requiring formal consultation, mitigation, permits, or having adverse effects on the resources protected by the statute. (These instructions are a brief description of essential findings needed to establish compliance. THEY DO NOT REPLACE THE APPLICABLE REGULATIONS. Applicable regulations take precedence over these brief instructions). The preparer of the Statutory Worksheet must DOCUMENT OR ATTACH THE SOURCES OF THE DETERMINATION.

Record the finding status on the STATUTORY WORKSHEET for each listed federal statute, regulation, authority as follows (check only one – A or B): Status “A” applies when compliance with the authority is achieved without adverse effects on the protected resource, without necessary mitigation or attenuation, AND when no formal consultation, permit or agreement is required to establish compliance. In these situations, check “A” box in the STATUTORY WORKSHEET status column. Status “B” applies when project compliance with the authority requires formal consultation, a permit or agreement, OR when the proposal may have an adverse effect on the protected resources. If column “B” is checked, the recipient will have to identify and complete additional steps or formal procedures prior to submitting a Request for Release of Funds (RROF) to HUD or to the State. Evidence of completion and implementation of the required procedures or mitigation must be retained in the project Environmental Review Record (ERR).

Compliance Determination & Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED. Identify supporting documentation for each statute, in the form of: letters sent to agencies/organizations and their replies; documented phone calls (include date, person contacted, person placing the phone call, questions asked, responses); maps or plans (and their location if they are not in the ERR); website addresses and the research obtained from those sites; dates of on-site visits, persons conducting such visits, and their expertise to make the determination. In most instances this column will reference attachments to the E-4 form. (See ERR Handbook Section 2.3 for more information about source documentation.)

1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]

(See also ERR Handbook Section 9 which describes the Advisory Council Procedures on Historic Preservation, also known as the Section 106 process.)

Guidance: <https://www.hudexchange.info/programs/environmental-review/historic-preservation/>

Actions: 1. Determine whether SHPO Consultation is necessary by reviewing the “SHPO Guidance for HUD/ADOH Project Review” available under the Environmental Review Forms section of the ADOH website handbooks page at: <https://housing.az.gov/documents-links/handbooks>. If consultation is required, follow the “SHPO Checklist for HUD/ADOH Submissions” also available on the ADOH Website

2. Determine whether THPO consultation is necessary by completing the E-05 “Checklist for Tribal Consultation under Section 106” form available under the Environmental Review Forms section of the ADOH website handbooks page at: <https://housing.az.gov/documents-links/handbooks>. If Consultation is required solicit input from Tribal Historic Preservation

Officer (THPO) as well as relevant tribes (as found on T DAT <https://egis.hud.gov/TDAT/>) Consultation with the SHPO/THPO may extend the time necessary for completing the ERR. The SHPO/THPO must be allowed 35 days from receipt of the documents to comment on the proposed activity or 45 days if the project is determined eligible for the National Register. SHPO/THPO documents should be sent certified mail with return receipt to document the SHPO/THPO receipt date. A.R.S. §41-865 requires that Recipients contact The Arizona State Museum only if village ruins or burial grounds are thought to exist at the project site or if such are identified by the SHPO/THPO. If you have local historic preservation committee, it is recommended that they be given a courtesy consultation/notification.

Column A: The Recipient and SHPO/THPO agree that there are no National Register (NR) or NR-eligible properties or properties with traditional religious and cultural importance within the Area of Potential Effect (APE) affected per 36 CFR 800.4, **OR** the Recipient and SHPO/THPO agree that the project will have no effect on NR or NR-eligible properties, or properties with traditional religious and cultural importance within the APE **OR** SHPO has not objected within 35 days from the signed certified receipt to such fully documented determination

Column B: The project will have an effect on NR or NR-eligible properties or properties with traditional religious and cultural importance within the APE. Consult with SHPO/THPO. See ERR Handbook Section 9 which describes the additional actions to be taken including contacting the National Advisory Council on Historic Preservation, and allowing 45 days for a response.

2. Floodplain Management [24 CFR 55, Executive Order 11988] and Flood Disaster Protection Act (Flood Insurance) [§58.6(c)]

Guidance: <https://www.hudexchange.info/programs/environmental-review/floodplain-management/>
<https://www.hudexchange.info/programs/environmental-review/flood-insurance/>

FEMA Maps: <https://msc.fema.gov/portal/home> <https://msc.fema.gov/portal/home>

Actions: Review FEMA Flood Hazard Boundary Map or Flood Insurance Rate Map. Cite Zone designation and FEMA map number and include a color copy of the map with the project site indicated clearly on the map. **If floodplain map is not available for your project area, contact Arizona Department of Water Resources and the City/Town/County Engineer or local Flood Control Agency.** If any segment of the project, newly constructed or reconstructed/rehabilitated, resulting in beneficial or adverse conditions, is located in a 100 year floodplain or wetland, the need to comply with E.O. 11988 or 11990 is triggered. This Executive Order requires the entity to consider alternatives and to notify the public regarding the proposed activity

Column A: The project does not involve property acquisition, management, construction or improvements within a 100-year floodplain (Zones A or V) identified by FEMA maps, and does not involve a "critical action" (e.g., emergency facilities, facility for mobility impaired persons, hospital etc.) within a 500 year floodplain (Zone B).

Column B: The project lies within or will impact on a 100 year floodplain for a critical action or a 500 year floodplain for a critical action. **Complete the 8-step decision making process (Form E-9) according to 24 CFR Part 55.20 to document that there are no practicable alternatives to the proposal and to mitigate effects of the project in a floodplain.**

See ERR Handbook Section 8 for further information.

3. Wetland Protection [Executive Order 11990]

Guidance: <https://www.hudexchange.info/programs/environmental-review/wetlands-protection/>

Actions: Does the project involve new construction as defined by Section 7 of Executive Order 11990 (including draining, dredging, channelizing, filling, diking, impounding, and related activities and any structures or facilities begun or authorized after the effective date of Executive Order 11990 (May 24, 1977)); expansion of a building's footprint; or ground disturbance?

If NO, document this in section 3 compliance determination column of the worksheet and check Column A. No further action is required.

If YES, review the U.S. Fish and Wildlife website for wetland mapping. Wetland Maps can be obtained at: <https://www.fws.gov/wetlands/data/mapper.html>. **If your project does not lie within or will not affect a wetland,** document this in the compliance determination column and **include a color copy of the wetland map for the project area with the project site clearly indicated on the map.** Check Column A. No further action is required.

If YES and the project lies within or will affect a wetland, check Column B. Complete the 8-step decision making process (Form E-9) in 24 CFR 55.20 to document whether or not there are practicable alternatives and to mitigate effects of the project on wetlands and publish the Prior Notice (Form E-P.1). Such action also requires obtaining a permit from the U.S. Corps of Engineers under Section 404 of the Clean Water Act. Include a color copy of the map with the project location clearly indicated on the map.



Chris Fetzer
Executive Director

September 2, 2020

White Mountain Apache Tribe of the Fort Apache
Reservation, Arizona
PO Box 1150
White River, AZ 85941

Navajo Nation, Arizona, New Mexico & Utah
PO Box 4950
Window Rock, AZ 86515

San Carlos Apache Tribe of the San Carlos Reservation,
Arizona
PO Box 0
San Carlos, AZ 85550

Hopi Tribe of Arizona
PO Box 123
Kykotsmovi, AZ 86039

Sent via email

Re: Mellon Community Center in Concho, Arizona

Dear Sir or Madam:

Apache County is considering funding the project listed above with federal funds from the U.S. Department of Housing and Urban Development (HUD). Under HUD regulation 24 CFR 58.4, Apache County has assumed HUD's environmental review responsibilities for the project, including tribal consultation related to historic properties. NACOG is performing the review. Historic properties include archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places and landscapes, plant and animal communities, and buildings and structures with significant tribal association.

We are conducting a review of this project to comply with Section 106 of the National Historic Preservation Act and its implementing regulations 36 CFR Part 800. We would like to invite you to be a consulting party in this review to help identify historic properties in the project area that may have religious and cultural significance to your tribe, and if such properties exist, to help assess how the project might affect them. If the project might have an adverse effect, we would like to discuss possible ways to avoid, minimize or mitigate potential adverse effects.

Please see the attached E-1 Project Narrative Form, map and photos for an overview of the proposed project.

To meet project timeframes, if you would like to be a consulting party on this project, please let us know of your interest within 35 days. If you have any initial concerns with impacts of the project on religious or cultural properties, please note them in your response, along with the name and contact information for the Tribe's principal representative in the consultation. Please inform us if you do not wish to consult on this project.

More information on the Section 106 review process is available at http://www.comcon.org/sites/default/files/historic_preservation/. HUD's process for tribal consultation under Section 106 is described in a Notice available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/atec.

Thank you very much. We value your assistance and look forward to consulting further if there are historic properties of religious and cultural significance to your tribe that may be affected by this project.

Sincerely,

Chloë Eleanor Van Hoose

Chloe Van Hoose
CDBG Program Specialist
(928) 213-5240 / cvanhoose@nacog.org



Chris Fetzer
Executive Director

September 2, 2020

Kathryn Leonard
State Historic Preservation Office
Section 106 Process
1300 W. Washington St.
Phoenix, AZ 85007

Re: Apache County, 2020 CDBG: Mellon Community Center
Request for SHPO Concurrence with finding of **NO HISTORIC PROPERTIES AFFECTED**

Dear Ms. Leonard,

Apache County has been awarded CDBG funds from the State of Arizona Department of Housing (ADOH) to complete building upgrades to a 3,800 square foot modular commercial structure. In compliance with the requirements of these funding sources, I am requesting that your office indicate concurrence with the finding of **NO HISTORIC PROPERTIES AFFECTED** regarding the following project:

Project Title:	Mellon Community Center
Site Address:	99 County Road 5050 Concho, Arizona 85936
(APN):	201-30-003D
Approximate year built (and architect, if known):	1995
Approximate age of structure:	25
General description of building/property:	Apache County has received federal CDBG funding to complete a commercial rehabilitation project at the site of a modular commercial building that has recently been relocated to the site.
Is the site in or near a historic district:	Not located in or near a historic district
Is the site within the boundaries of a Certified Local Government (CLG), and if applicable include proof of consultation with the local historic preservation office regarding the National Register of Historic Places eligibility of the building.	Not in boundaries of CLG
Proposed Extent (depth, width) of any ground disturbance	Grading to install ADA parking space and drainage improvements will occur. Exact depth of ground disturbance unknown at this time.

Proposed Scope of work to be performed:

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

Archeological work previously conducted (with reference to resulting report, if applicable)

None has been completed to the knowledge of Apache County. ConchoCAN or NACOG staff involved in the project.

Attached is a map and photographs of the project location. Should you require further information regarding this project, please contact Chloe Van Hoose, (928) 445-0211; cvanhoose@nacog.org.

Please indicate your concurrence and return this letter to:
NACOG / CDBG C/O Chloe Van Hoose
1577 Plaza West Dr., Ste. A-4; Prescott, AZ 86303
(928) 445-0211; cvanhoose@nacog.org

Thank you for your assistance.

Respectfully,

Chloë Eleanor Van Hoose

Chloe Van Hoose
CDBG Program Specialist

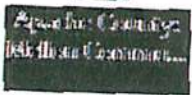
Chloe Van Hoose

From: Microsoft Outlook
To: azshpo@azstateparks.gov
Sent: Wednesday, September 2, 2020 3:48 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

azshpo@azstateparks.gov (azshpo@azstateparks.gov)

Subject: Apache County: Mellon Community Center Project



If your project location is not available on the website, contact the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers. If the project takes place in or on any existing buildings, *do not* contact the U.S. Army Corps of Engineers

Column B: The project lies within or will affect a wetland.

NOTE: If clearing of undeveloped land, a change of landscape features, or work on structures in or affecting the waters of the U.S. is proposed, contact the U.S. Army Corps of Engineers with a letter describing the activity so it may determine if a Clean Water Act or River and Harbor Act permit is required. Waters of the United States include wetlands, lakes, reservoirs, rivers, streams, dry stream beds, arroyos, washes, and other ephemeral watercourses.

4. Coastal Zone Management Act [Sections 307(c), (d)] and Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]

NOTE: Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.

Column A: This box has been checked for you. No further action is required.

Column B: This box is not applicable for projects located in the State of Arizona.

5. Sole Source Aquifers (Safe Drinking Water Act) [40 CFR 149]

No action necessary for NACOG projects.

Guidance: <https://www.hudexchange.info/programs/environmental-review/sole-source-aquifers/>

NOTE: There are 2 EPA designated sole source aquifers identified in Arizona including portions of Pima, Pinal, Santa Cruz and Cochise counties. These are known as the Naco-Bisbee Aquifer and the Upper Santa Cruz and Avra-Basin Aquifer. ADOH has included maps to these aquifers on our website under Environmental Review Forms of the Handbooks page.

Maps: <https://housing.az.gov/documents-links/handbooks>

ACTIONS:

Per the HUD-EPA (Region IX) Sole Source Aquifer Memorandum of Understanding of 1990, if the project activity does not lie in Pima, Pinal, Santa Cruz or Cochise counties, referral to EPA for comment is not necessary. Additionally, referral to EPA for comment is not necessary if the project activity *does lie* within one of these four counties but *does not involve* the following:

1. Agricultural activities including but not limited to land-related operations employed in the production, raising, processing and marketing of crops or livestock;
2. Construction of (or addition to) residential, commercial or industrial projects, or public facilities or land developments whose sanitation facilities will consist of individual disposal systems (cesspools, septic tanks with leach fields or seepage pits), or community sewerage systems (owned either privately or by a homeowners association), or a proposed (i.e. not yet in place) publicly owned piped sanitary sewer system, the discharge from which will terminate within the watershed of the aquifer;
3. The preparation of an Environmental Impact Statement (EIS);
4. Existing or proposed industrial projects which manufacture, store, transport or dispose of toxic chemicals or radioactive materials;
5. Acquisition of a site intended to be used for a sanitary landfill and its operation, or closure of a sanitary landfill;
6. Construction or abandonment of a water well; or
7. Facilities which dispose of their waste water in either dry wells, retention ponds, or by other methods not employing a treatment plant.

If the project *does involve* any of the activities listed above (1 through 7), then the project must be referred to EPA for review/comments.

Column A: The project is not located within a U.S. EPA designated sole source aquifer watershed area per EPA Ground Water Office, OR the project need not be referred to EPA for evaluation according to the HUD-EPA (Region IX) Sole Source Aquifer Memorandum of Understanding of 1990 OR the EPA concurs the project has no impact. Document with a color copy of the Sole Source Aquifer Maps with the project location clearly indicated on the maps.

Column B: The project is located within a U.S. EPA designated sole source aquifer area and involves one of the above seven actions identified in the MOU of 1990 and the EPA has determined there is an impact. Consult with the Water Management Division of EPA to design mitigation measures to avoid contaminating the aquifer and implement appropriate mitigation measures. Document implementation of actions recommended by EPA or other appropriate authority to resolve the situation.

6. Endangered Species Act [50 CFR 402]

Guidance: <https://www.hudexchange.info/programs/environmental-review/endangered-species/>

Endangered species data: <http://www.fws.gov/endangered/>

Actions: Does the project involve any activities that have the potential to affect species or habitats? If so, are federally listed species or designated habitats present in the action area?

Column A: The RE documents that the proposal will have "no effect" or "is not likely to adversely affect" any federally protected (listed or proposed) Threatened or Endangered Species (i.e., plants or animals, fish, or invertebrates), nor adversely modify designated critical habitats. This finding is to be based on the review of designated critical habitats. Document with copy of FWS report.

Column B: Consult with the Arizona Game and Fish, as appropriate, in accordance with procedural regulations contained in 50 CFR Part 402. Formal consultation with Game and Fish is always required for federally funded "major construction" activities and anytime a "likely to adversely affect" determination is made. Document implementation of actions recommended by the Game and Fish consulted, or reasons for non-implementation.

7. Wild and Scenic Rivers Act [Sections 7(b), and (c)]

Guidance: <https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/>

Maps and data: <http://www.rivers.gov/>

<https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm>

NOTE: Is the project located within one (1) mile of either of the two (2) designated Wild and Scenic Rivers (Fossil Creek which flows from the Mogollon Rim near Strawberry and meets the Verde River, Verde River which flows from Camp Verde to about 2 miles south of Table Mountain); or from a river listed as scenic, wild or recreational on the National Rivers Inventory (NRI)?

Column A: The project is not located within one mile of a listed Wild and Scenic River, OR the project will have no effects on the natural, free flowing or scenic qualities of a river in the National Wild and Scenic Rivers system. Document with a color copy of the Wild and Scenic River Map with your project location clearly marked on the map. Also include narrative that the project location has been compared to the NRI site and the project is not located near any of the rivers designated on the NRI as wild, scenic or recreational.

Column B: The project is located within one mile of a listed Wild and Scenic River and/or rivers on the NRI OR the project will have an impact. Consult with the U.S. Department of Interior, National Park Service for impact resolution and mitigation. Document the implementation of National Forest Service recommendations. (FOR NACOG, THIS WOULD BE THE PRESCOTT NF)

8. Clean Air Act (Air Quality) [Sections 176(c), (d), and 40 CFR 6, 51, 93]

Guidance: <https://www.hudexchange.info/programs/environmental-review/air-quality/>

Non-Attainment area Mapping Tool: <http://www.epa.gov/emefdata/em4ef.home>

Actions: Does your project include new construction or conversion of land? If NO, check Column A.

If YES, go to EPA Green Book (see link above): is your project's air quality management district or county in non-attainment or maintenance status for any criteria pollutants? If NO, check Column A.

If YES, Contact the Arizona Department of Environmental Quality, Office of Air Quality to determine whether the project will exceed the de minimis threshold emissions levels. If NO, check column A. If YES, go to Column B follow suitable mitigation measures identified/required by ADEQ, Office of Air Quality.

Column A: The project does not include new construction or conversion of land OR the project is located in an attainment area OR, through contact with the Arizona Department of Environmental Quality (DEQ), Office of Air Quality it has been determined that the project will not exceed the de minimis or threshold emissions levels or screening levels, AND the project does not require individual NESHAP permit or notification.

Column B: Negotiate suitable mitigation measures with DEQ, obtain necessary permits, and issue required notices. (For example, 40 CFR §61.145 requires 10-day prior notification to the Air Quality District Administrator whenever either 260 linear ft., 160 sq.ft., or 35 cubic ft., of asbestos containing material is to be disturbed during rehabilitation/demolition activities in multi-family properties). Document the implementation of DEQ recommendations. If the issues are transportation related, priority must be given to implementing those portions of the SIP to achieve and maintain national primary air quality standards.

9. Farm Land Protection Policy Act [7 CFR 658]

Guidance: <https://www.hudexchange.info/programs/environmental-review/farmlands-protection/>

Census Maps: <http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>

NOTE: If the project is NOT acquisition of undeveloped land, new construction or conversion of agricultural land to a non-agricultural use then the FLPP Act does not apply. The Act does not apply to land already in or committed to urban development or those that could otherwise not convert farmland to non-agricultural uses.

Actions: Determine if your project is considered "developed" for the purpose of FLPP by consulting U.S. Census Urban Areas Maps. If you cannot find your project location on one of these maps, consult the USDA Natural Resources Conservation Service.

Column A: The project site does not include prime or unique farmland, or other farmland of statewide or local importance as identified by the U.S. Department of Agriculture, Natural Resources Conservation Service NRCS (formerly the Soil Conservation Service, OR the project site includes prime or unique farmland, but is located in an area committed to urban uses.

Column B: Request evaluation of land type from the NRCS using Form AD-1006, and consider the resulting rating in deciding whether to approve the proposal, as well as mitigation measures (including measures to prevent adverse effects on adjacent farmlands) Document implementation of the Soil Conservation Service recommendations.

10. Environmental Justice [Executive Order 12898]

Guidance: <https://www.hudexchange.info/programs/environmental-review/environmental-justice/>

Mapping tool: <http://www.epa.gov/emefdata/em4ef.home>

NOTE: HUD strongly encourages starting the Environmental Justice analysis only AFTER all other laws and authorities have been completed.

Actions: The purpose of Executive Order 12898 is to ensure that there is no disproportionately adverse environmental impact (mainly toxic dumps and nuclear waste facilities) on low income and minority areas due to federal projects. Since there are no agencies or experts to contact to make such a determination, it is presumed that if there is no negative impact in the other laws and authorities areas listed, then there is no impact on Environmental Justice.

Column A: The proposed site is suitable for its proposed use and will NOT be adversely impacted by adverse environmental conditions.

Column B: Site suitability is a concern; the proposal is adversely affected by environmental conditions impacting low income or minority populations. Avoid such impacts or mitigate them to the extent practicable. Address and mitigate the disproportional human health or environmental effects adversely affecting the low income or minority populations OR reject the proposal.

11. HUD Environmental Standards

- **Noise Abatement and Control [24 CFR 51B]**

Guidance: <https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control/>

NOTE: If your project does not involve new construction for residential use or rehabilitation of existing residential property OR if your project is a research demonstration that does not result in new construction or reconstruction then Noise Abatement and Control does not apply. Check Column A and document through narrative.

OTHERWISE:

Actions: Review a map to determine the location of major roads within 1,000 feet of the project, railroad uses within 3,000 feet and military or FAA regulated airfields within 15 miles of the vicinity of the project. Contact the project engineer or other persons knowledgeable about the potential noise impacts of the proposed project.

Column A: The project does not involve development of noise sensitive uses, OR the project is not within line-of-sight of a major or arterial roadway or railroad, OR ambient noise level is documented to be 65 LDN (CNEL) or less, based upon the HUD Noise Assessment Guidelines (NAG) for calculating noise levels and Airport Noise Contour map.

Column B: Apply the noise standard, per 24 CFR §51.101, to the decision whether to approve the proposal (see §51.104), and implement noise attenuation measures (NAG page 39-40) as applicable.

- **Explosive & Flammable Operations [24 CFR 51C]**

Guidance: <https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities/>

Actions: conduct an onsite inspection and determine if there is any above ground storage of explosive, flammable or chemical substances. Contact the Public Safety Officer, Fire Chief or Planning Director.

Column A: The project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52), OR the project will expose neither people nor buildings to such hazards

Column B: mitigate the blast overpressure or thermal radiation hazard with the construction of a barrier of adequate size and strength to protect the project (per 24 CFR 51.205).

- **Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]**

Guidance: <https://www.hudexchange.info/programs/environmental-review/site-contamination/>

Mapping Tool: <http://www.epa.gov/emefdata/em4ef.home>

NOTE: Federal funds should NOT be used on activities supporting new development for habitation when the area may be affected by toxic chemicals or radioactive materials.

Actions: Use the EPA Mapping Tool at the link provided above. Input the project location and use the dropdown menu at the "Search Envirofacts" to select "Search by Program". You will see a listing that will include Superfund Sites, Toxic Releases, and Hazardous Waste etc. if a "(0)" appears next to all of the listed programs, print map and indicate project location on the Map. No further consultation is necessary. If a number other than "(0)" appears you must click the box for the corresponding program which will plot the hazardous, toxic or radioactive materials facility sites on the map. Click the plotted balloon for hazardous, toxic or radioactive materials facility site and you will see the name and address of the facility. Click on the name of the facility to access the compliance data. If facility is under a current violation or compliance order you will have to do further consultation with the appropriate Federal, state or local oversight agency.

Column A: The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. Particular attention should be given to nearby dumps, landfills, industrial sites and other operations with hazardous wastes.

Column B: Mitigate the adverse environmental condition by removing, stabilizing or encapsulating the toxic substances in accordance with the requirements of the appropriate Federal, state or local oversight agency; **OR** reject the proposal.

• **Airport Clear Zones & Accident Potential Zones [24 CFR 51D]**

Guidance: <https://www.hudexchange.info/programs/environmental-review/airport-hazards/>

Mapping Tool: <http://www.azdot.gov/maps>

Actions: Use the ADOT Arizona Airports link to map your project address and its proximity to airports: Is your project within 15,000 feet of a military airport or 2,500 feet of a civilian airport? If NO, Check Column A, review of this factor is complete. If NO, Contact the closest airport to determine whether the project is considered to lie within a designated civilian airport Runway Clear Zone (RCZ), a military airfield Clear Zone (CZ) or an Accident Potential Zone (APZ).

Column A: The project is not within an FAA-designated civilian airport Runway Clear Zone (RCZ) -or Runway Protection Zone, or within a military airfield Clear Zone (CZ) or Accident Potential Zone (APZ) -Approach Protection Zone, based upon information from the civilian airport or military airfield administrator identifying the boundaries of such zones, **OR** the project involves only minor rehabilitation, **OR** the project involves only the sale or purchase of an existing property in the RCZ or CZ;

Column B: It is HUD policy not to provide any development assistance, subsidy or insurance in RCZs or CZs unless the project will not be frequently used or occupied by people and the airport operator provides written assurances that there are no plans to purchase the project site.

PART C. GUIDANCE QUESTIONS FOR ENVIRONMENTAL ASSESSMENT

1. **Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design**

CONCERNS: Is the proposal consistent with the completed components of local plans and supporting zoning? Is Land Use incompatible due to opposing functional needs or encroachment tendencies of one use upon another, (overcrowding of buildings on the land, non-conforming land use, non-conforming building use, inducing excess traffic, causing excess noise and similar day-to-day functional demands). If a project locates water/sewer lines in a base flood hazard zone, will it induce development into such a hazardous area? Will secondary impacts occur such as encouraging urban sprawl prior to development of an applicable growth management plan and supportive zoning? Would the project impose new development into an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions (introduction of off-street or on street parking, introduction of lighting to a park to encourage night use of the park area where not previously found)? If not and the project is to continue, provide a supporting discussion explaining the decision basis. Identify areas where the project may conform to local planning objectives. Identify any anticipated functional conflicts and plans for mitigation where necessary.

ACTION: Contact the local planning and zoning official.

2. **Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff**

CONCERNS: If applicable the following soil suitability concerns should be examined: (1) is the area impacted by fissures, expansive soils or other destabilizing conditions, (2) Does the soils report or local development review body indicate that the soils are suitable for the proposed use and if not how are the soils being modified and augmented to ensure suitability, (3) is soil stabilization required as part of the permitting process.

If applicable, the following slope issues should be examined; (1) evidence of mud slides or other earth movement, (2) evidence of slump occurrences, (3) neighboring retaining walls tilting from possible past earth movement or that might indicate conditions prone to sliding.

: If applicable the following erosion issues should be examined: (1) is the area impacted by excessive erosion, (2) Is there evidence of excessive erosion on the site, (3) will storm runoff impact the site by causing excessive erosion and if so is it mitigated by site improvements, (4) Does the soils report or local development review body identify issues with erosion, (5) is soil stabilization required as part of the permitting process.

ACTION: Contact the project engineer, contact the local planning and engineering department, conduct a visual assessment of the site, review and cite the soils report.

3. Hazards and Nuisances including Site Safety

CONCERNS: Is the project site impacted by Hazards and Nuisances? i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the Arizona Department of Health Services; Department of Environmental Quality. Conduct a visual review of the site.

4. Energy Consumption

CONCERNS: Will the project have an impact on Energy Consumption? Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect, engineer, or the Arizona State Energy Program through the Arizona Department of Administration.

5. Demographic Character Changes, Displacement

CONCERNS: Will the project measurably alter the tenant-owner status of the area? Will special services be needed, i.e., relocation services, home maintenance counseling or assistance? Will certain segments of the population become isolated by the project, i.e., elderly low-income? What affect will the project have on the vacancy ratio? Will special social services created by the population composition changes be needed in the project impact area, i.e. job counseling, youth services, elderly services, child-care, visiting nursing service?

Displacement concerns: will the project displace individuals, families or businesses? If so, are relocation services available? If necessary, are appropriate relocation resources available?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning department, Public Housing Authority, social service agencies and the Recipient itself if applicable.

6. Employment and Income Patterns

CONCERNS: Will the project impact the expansion of commercial or industrial business life either favorably or unfavorably? Will project area residents directly benefit? Will there be negative impacts on the project area's residential life? Will employment opportunities be available to the locally unemployed or under-employed? Will there be more entrepreneurial opportunities available to local population? Will the housing stock be affected if a high number of new, outside employees are imported?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning and zoning official.

7. Educational Facilities, Cultural Facilities

CONCERNS: Will the project impact local schools or cultural facilities? Is sufficient capacity available? Does the project affect safe access to existing schools or cultural facilities? Have the school and/or cultural facility been informed of the project? Are special education services needed?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local school board office and Cultural Facility Office.

8. Commercial Facilities

CONCERNS: Will the project impact commercial service facilities? Are additional commercial services needed to assure that project area residents have a full range of services at competitive prices? Do project beneficiaries have convenient and safe access to a full range of commercial services?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local planning and zoning official

9. Health Care and Social Services

CONCERNS: Will the project impact Health Care or Social Services, i.e., emergency medical services, ambulance service, visiting health service for the elderly or homebound? Will the project objectives be influenced by the availability or lack of special social services i.e. children support groups, childcare centers, family counseling services, services for the elderly? Is there a need for youth recreation centers?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact local health and social service agencies.

10. Solid Waste, Recycling

CONCERNS: Will the project generate substantial amounts of solid waste? Can the local disposal system adequately service the proposed development over its expected lifetime? Is collection service adequate? Are there any local concerns as to potential health threats from collection practices or from the solid waste disposal facility? Is recycling of project-generated solid waste practicable?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect and local solid waste disposal service.

11. Wastewater, Sanitary Sewers

CONCERNS: If applicable, will the existing wastewater treatment system and facilities adequately service the proposed project? Will the project cause the design capacity to be exceeded? Will project residents or beneficiaries be adversely affected by a wastewater treatment facility? Is the wastewater treatment plant serving residents approved by appropriate health officials? If applicable, will the existing or planned storm water disposal and treatment system adequately service the project or project beneficiaries? Will the project cause an overload of the design capacity of the storm water facilities? Are the project beneficiaries subject to temporary flooding or ponding impacts in terms of impairment of access to their residences?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project architect, engineer, and the Arizona Department of Environmental Quality.

12. Water Supply

CONCERNS: Will the project impact the potable water supply available for project beneficiaries?

ACTIONS: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local water utility and the Arizona Department of Environmental Quality.

13. Public Safety (Police, Fire, Emergency Medical)

CONCERNS: Will the project impact police, fire and emergency services? i.e. create obstacles for emergency vehicles in meeting their responsibilities.

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact local law enforcement and fire protection officials.

14. Park, Open Space and Recreation)

CONCERNS: Will the project impact any parks, open spaces or recreations areas? i.e. lessen the accessibility or availability to spaces or services

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local parks and recreation official or community planner.

15. Transportation and Accessibility

CONCERNS: If applicable to project objectives, is there adequate access to the locally recognized public transportation system? Is the service directly and conveniently available? Do any project beneficiaries need special transportation considerations due to the inadequacy of convenient shopping services? Will the project serve to reduce the mobility of any segment of the population?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the local transit service or community planner.

16. Unique Natural Resources, Water Resources

CONCERNS: Will the project use local groundwater resources or wells? Is there a high water table that should be considered during project construction? Is there a possible subsidence problem due to dependence on wells or groundwater resource? On-site seepage or springs may indicate potential drainage problems or impacting of a groundwater resource. Is there evidence of impoundment of water on the project site? Will the project significantly add to the impervious surface in its impact area and thereby increase demands on drainage facilities?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the project engineer or architect and the Arizona Department of Water Resources and Arizona Department of Environmental Quality.

17. Vegetation and Wildlife

CONCERNS: Will the project damage or destroy existing remnant plant communities, wildlife habitat, or their food chain? Will the project create environmental conditions eliminating plant life without mitigation measures? Will it, conversely, create conditions favorable to the proliferation of pest species, i.e., rats, flies and mosquitoes?

ACTION: If the Impact code is either 1. "No Impact Anticipated" or 2. "Potentially Beneficial" then no further contact with appropriate third parties of authority is required. Document the impact code and explanation of how that impact code was determined (i.e. phone calls site visit, project type does not affect, etc.) If the impact Code is 3 through 5 contact the Arizona Game and Fish Department and conduct an on-site review.

APACHE COUNTY ENVIRONMENTAL REVIEW (EA)
FY2020 RA: CONCHO MELLON COMMUNITY CENTER
TABLE OF CONTENTS

Checklist for EA Projects	2
Project Maps.....	3-4
Map of Project Location - Google Map.....	3
Floodplain Map - FEMA FIRMette.....	4
E-1 Project Narrative	5-6
E-3 Level of Environmental Review	7-9
E-3.1 Determination Form	10-11
E-11 Compliance Factor & Environmental Assessment Checklist	12-16
E-11 Consultation Letters.....	17-55
List of Consulted Parties.....	18
SHPO Consultation Letter	19-21
THPO Consultation Letter	22-27
Grant Recipient/Municipality Consultation Questionnaire.....	30-55
Supplementary Materials: Cover Letter, E-1, project location maps, project photos.....	56-63
E-11 Compliance Factor Supporting Documentation	64-111
1. Historic Preservation.....	65-69
a. SHPO.....	65-66
b. THPO.....	67-68
2. Floodplain Management.....	69
3. Wetland Protection.....	70
5. Sole Source Aquifers.....	71
6. Endangered Species Act.....	72-79
7. Wild and Scenic Rivers Act.....	80
8. Clean Air Act.....	81-84
9. Farmland Protection Policy Act.....	85
11. HUD Environmental Standards	
b. Explosive and Flammable Operations.....	99
c. Hazardous, Toxic or Radioactive Materials & Substances.....	86
d. Airport Clear Zones & Accident Potential Zones.....	87
1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design.....	89
2. Soil Suitability, Slope, erosion, drainage, storm water runoff.....	90, 97
3. Hazards and Nuisances including Site Safety.....	90
4. Energy Consumption.....	91, 97
5. Demographic Character Changes, displacement.....	91
6. Employment and Income Patterns.....	92
7. Educational Facilities, Cultural Facilities.....	92
8. Commercial Facilities.....	92
9. Health Care and Social Services.....	93, 100
10. Soil Waste, Recycling.....	93, 98
11. Wastewater, Sanitary Sewers.....	94, 98
12. Water Supply.....	94
13. Public Safety.....	94
14. Park, Open Space and Recreation.....	95
15. Transportation.....	95
16. Unique natural Features, Water Resources.....	95, 99
17. Vegetation, Wildlife.....	96, 101
E-DD.1 Determining Dates for EA	113
E-P.4 Combined Notice of Finding of No Significant Impact & Intent to Request Release of Funds.....	114-115

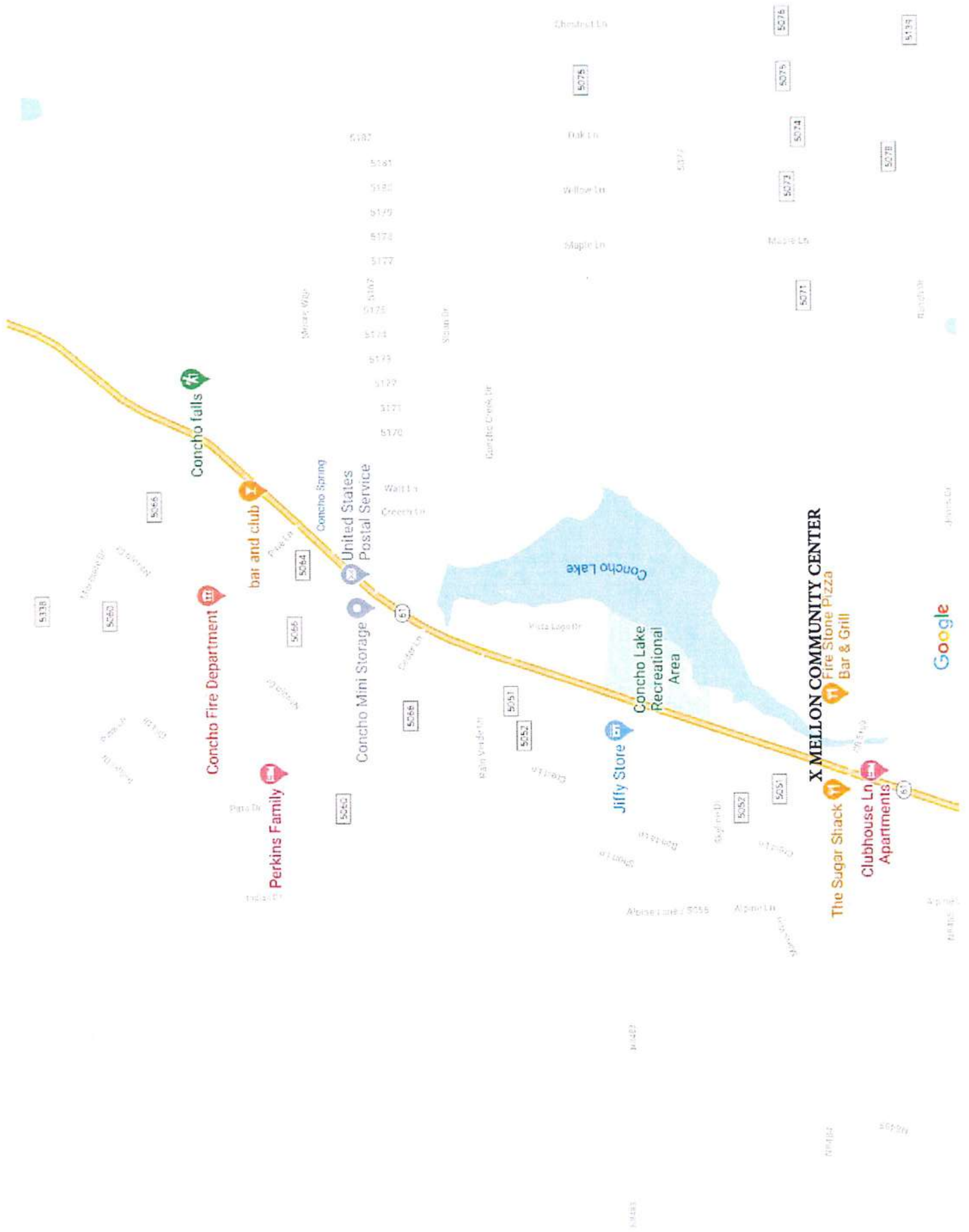
E-CK.3 CHECKLIST FOR ENVIRONMENTAL ASSESSMENT PROJECTS

Recipient:Apache County Activity No.:2

**ENVIRONMENTAL REVIEW RECORD
Checklist ENVIRONMENTAL ASSESSMENT PROJECTS**

In addition to the forms/documents listed, any additional ERR-related documents and correspondence should be included in this file. If an item is not applicable, indicate with N/A.

<u>Date Completed</u>	<u>Item</u>	<u>Date Completed</u>	<u>Item</u>
<u>N/A</u>	Form E-CO: Certifying Officer Designation	<u>N/A</u>	Form E-P.1: Floodplains/Wetlands Notice published (if applicable)
<u>N/A</u>	Form E-CO.1: Compliance Officer Designation (for Non-Profits Only)	<u>N/A</u>	Affidavit of Publication received
<u>9/2/20</u>	Map of Project Location	<u>N/A</u>	Form E-9: Administrative Record (if applicable)
<u>9/2/20</u>	Floodplain Map with project location clearly identified on map	<u>10/12/20</u>	Form E-DD.1: Date Determination
<u>9/2/20</u>	Form E-1: Project Narrative	<u>10/12/20</u>	Draft of Form E-P.4 or E-P.5 (Concurrent Notice), and copy of ERR (all previously items listed including backup documentation) sent to ADOH for approval.
<u>9/2/20</u>	Form E-3: Level of Environmental Review		ADOH approval received
<u>9/2/20</u>	Form E-3.1: Determination Form	<u>N/A</u>	Documentation that E-P.4/5 mailed to EPA and other federal, state or local agencies and organizations and individuals known to be interested in the project
<u>10/9/20</u>	Form E-11 (all pages) Environmental Assessment Checklist (NOTE: if Recipient determines a Finding of Significant Impact (project may affect quality of human environment) CONTACT ADOH IMMEDIATELY FOR ENVIRONMENTAL IMPACT STUDY GUIDANCE).		Publish E-P.4 or E-P.5 in local newspaper
<u>N/A</u>	Form E-8: Notice of Intent to Clear Land (if applicable)		Affidavit of Publication received
<u>9/2/20</u>	Form E-10: Letters mailed as required by Form E-11		Form E-12 (RROF and Certification) <i>with original signature</i> , copies of E-P.4 or E-P.5 publication and affidavit mailed to ADOH.
<u>10/8/20</u>	Responses Received to letters mailed as required by Form E-11.		Form E-13: Authority to Use Grant Funds (issued by ADOH or HUD)
(As required by A.R.S. §41-865, if village ruins or burial grounds are thought to exist at the project site or if such are identified by the SHPO/THPO, contact the Arizona State Museum, 520/621-6302.)			



National Flood Hazard Layer FIRMette

109°38'31"W 34°26'23"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) *Zone A, V, VE*
- With BFE or Depth *Zone AE, AO, AH, VE, AP*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS

- NO SCREEN *Zone X*
- Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/26/2020 at 6:14 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



0 250 500 1,000 1,500 2,000 1:6,000 Feet

USGS The National Map: Orthoimagery. Data refreshed April 2020
TLEH FIRM S19

109°37'54"W 34°25'54"N

E-1 PROJECT NARRATIVE

Recipient: **Apache County**
Contract #: **CDBG 2020 (TBD)**

ADOH ENVIRONMENTAL REVIEW RECORD **PROJECT NARRATIVE**

1. Project Title: **Mellon Community Center**
2. Project Description: (attach additional pages as necessary)

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

Construction is prioritized in several phases. First is exterior repairs to the roof involving sheathing repair and painting of the penetration flashing. Next, pressure-treated marine plywood skirting will be installed. The exterior wall will be repaired and siding installed. Two double pane vinyl frame sliders will be installed with flashing and water barrier. Inside, drywall will be installed, textured and painted, and a rubber base added. VCT and sheet vinyl flooring will be installed. The next priorities include fine grading around the building for drainage and installation of 2 exterior doors. Plumbing fixtures and piping will be installed along with electrical power and lighting. ADA compliant stairs, handrails, landings and a ramp will be installed. Next is installation of mechanical units, ductwork, fans and diffusers. PVC paneling will be installed for the restroom walls, as well as insulation and a grid ceiling. The ceiling will be dry walled, painted and textured, and water resistant board will be installed at wet locations. Finally, a concrete ADA parking space will be completed along with a walkway from the space to the front door of the facility.

- a. Geographic Location (street names, compass direction, relation to town limit):
The Mellon Community Center is located at 99 County Road 5050, Concho, Arizona 85936. Three paved roads run behind, in front of and beside the building - Frontage Road, Evergreen Lane, and Mobile Drive. The building sits across Mobile Drive from the Sugar Shack on the southeastern end of Concho, Arizona.
- b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
Total building is 3,800 square feet
Roof repairs will include an estimated 3,086 sq. ft. of asphalt roof and approximately 750 sq. ft. of metal roofing at the mansard.
- c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
This project will take place in a developed commercial area of the rural, underserved, low income community of Concho, Arizona. This region is dry and flat, and the neighborhood consists of paved two lane roads.

d. Purpose (i.e., to improve traffic and driving conditions by widening roads):

The purpose of this project is to upgrade a used 3,800 square foot modular building that has been placed on a donated parcel of land on the southeastern end of Concho, AZ that will be repurposed as the Mellon Community Center. It will be run by ConchoCAN, a nonprofit organization that formed 14 years ago to provide community services to this underserved area where there is no local government. The project will provide space in the community to provide services such as things after school activities for youth, senior luncheons, and regular community group meetings.

e. Cost:

Federal Funds	Source: <u>FY2020 CDBG Administration Funds</u>	\$	16,800.00
Federal Funds	Source: <u>FY2020 CDBG Project Funds</u>	\$	<u>158,844.00</u>
	TOTAL	\$	<u>175,644.00</u>

4. Map attached with project site clearly marked:

Yes

5. Prepared By:

Name: **Chloe Van Hoose, CDBG Program Specialist**

Signature: Chloë Eleanor Van Hoose

E-3 LEVEL OF ENVIRONMENTAL REVIEW

RECIPIENT: APACHE COUNTY

ADOH ENVIRONMENTAL REVIEW RECORD

LEVEL OF ENVIRONMENTAL REVIEW

Determine the type of environmental review necessary by checking the box that best describes the activity.

A. EXEMPT ACTIVITIES

1. The following are **EXEMPT** activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

- Environmental or other studies, resource identification, development of plans and strategies
- Information and financial services
- Administration and management Activities
- Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs
- Inspections and testing of properties for hazards or defects
- Purchase of insurance
- Purchase of tools
- Engineering or Design costs
- Technical assistance and training
- Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration
- Payment of principal and interest on loans made or obligations guaranteed by HUD

2. **The following activities are Categorically Excluded** (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities.

- Supportive services including but not limited to health care, housing services, permanent housing placement, nutritional services, short term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services.
- Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
- Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

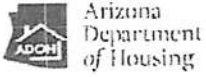
2. **EXEMPT Activities (cont'd)**

- Economic development activities including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations.
- Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closings costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title. **(Dwelling units located in a Floodplain cannot be downgraded to exempt)**
- Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.

B. **CATEGORICALLY EXCLUDED** activities. Check the appropriate box and complete the required documentation for CE activities.

- An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.
- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*other than buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.
Examples: Replacement of water or sewer lines, sidewalk/curb reconstruction, street repaving.
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons.
- Rehabilitation of a single family dwelling up to 4 units (*the "unit" reference pertains to the number of units to be included with each contract with a General Contractor*) if the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or wetland.
- Rehabilitation of multi-family if unit density is not changed more than 20%, the project does not involve changes in land use from residential to non-residential, the footprint of the building is not increased in a floodplain and the estimated cost of the rehab does not exceed 75% replacement value.
- Non residential rehabilitation (commercial, industrial, public buildings) only IF: the facilities and improvements are in place and will not be changed in size or capacity by more than 20%; and the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on up to 4 dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between
- An individual action (*new construction; development, demolition, acquisition, disposition or refinancing*) on a project of 5 or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site.
- Acquisition (including leasing) or disposition of, or equity loans on an existing structure; , or disposition of an existing structure; or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use.

C. Those activities not described in Section A or B requires an **ENVIRONMENTAL ASSESSMENT**. Check the box below and complete the required documentation for EA activities.



D. Level of Environmental Review:

- This project is Exempt
- This project is Categorically Excluded considered Exempt per 24 CFR 58.35(b).
- This project is Categorically Excluded
- This project requires an Environmental Assessment

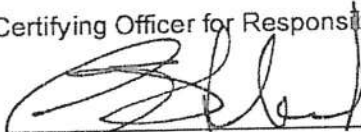
Compliance Officer (FOR NON-PROFITS ONLY) *(insert name and title)*

Signature

Date

Certifying Officer for Responsible Entity

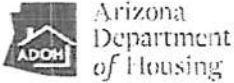
Alton Joe Shepherd, Chairman, Apache County Board of Supervisors



Signature

October 6, 2020

Date



E-3.1 DETERMINATION FORM (HUD REV. 2011)

RECIPIENT: Apache County
Contract #: CDBG 2020 (TBD)

1. PROJECT DESCRIPTION

Project Name: Mellon Community Center

Project Location: Concho, Arizona

Activities (include maximum contemplated scope, magnitude and duration):

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The Mellon Community Center is located at 99 County Road 5050, Concho, Arizona 85936. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

2. Level of Environmental Review Determination:

Exempt per 24 CFR 58.34 or Categorically Excluded per 24 CFR 58.35(b) or 24 CFR 50.19; Categorically Excluded subject to statutes per §58.35(a) or 24 CFR 50.20, and subject to laws and regulations at 24 CFR 58.5 or 50.4; Environmental Assessment per § 58.36, or EIS per 40 CFR 1500. Cite specific provision (e.g. "24 CFR 58.35(a)(3)(ii), rehabilitation of Multi-family buildings"): Environmental Assessment per § 58.36

3. Flood Insurance, Airport Clear Zone, and Coastal Barrier Resource Compliance:

(24 CFR 58.6 or 24 CFR 50.4(b)(1), 50.4(c)(1), and 50.4(k))

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

- 1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?
2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?
3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

- 1. Does the project involve the sale or acquisition of existing property?
2. Is the proposed location within 3,000 ft. of a civil airport runway or within 15,000 ft. of a military airfield?

- No. Attach Map. This element is completed. Stop here.
- Yes; continue
- 3. Is the proposed location within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?
 - No; attach signed statement from airport or airfield operator. Project complies with 24 CFR 51.303(a)(3).
 - Yes; **Disclosure Statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in the Environmental Review Record.

COASTAL BARRIERS RESOURCES ACT

- 1. Is the project located in HUD Region IX (CA, AZ, NV, HI, Guam)?
 - Yes. This element is completed; there are no coastal barrier resources in HUD Region IX. Stop Here
 - No, continue.
- 2. Is the project located in a coastal barrier resource area?
 (See <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>).
 - No. Cite Source Documentation:
 (This element is completed).
 - Yes. **Federal assistance may not be used in such an area.**

Prepared by

Chloe Van Hoose, NACOG Program Specialist

Chloë Eleanor Van Hoose

10-6-2020

Signature

Date

Certifying Officer for Responsible Entity

Alton Joe Shepherd, Chairman, Apache County Board of Supervisors

Signature

Date

October 6, 2020



E-11 Compliance Factor and Environmental Assessment Checklist

Project Name: Mellon Community Center

Recipient: Apache County

A. 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

PROJECT NAME and DESCRIPTION – Include all contemplated actions that logically are either geographically or functionally part of the project:

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The Mellon Community Center is located at 99 County Road 5050, Concho, Arizona 85936. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

DIRECTIONS - Check "A" in the Status Column when the project, by its nature, does not affect the resources under consideration; OR check "B" if the project triggers formal compliance consultation with the oversight agency, or requires mitigation. Compliance documentation must contain verifiable source documents and relevant base data. Attach reviews, consultations, and special studies as appropriate. See instructions for additional guidance.

B. Compliance Factors:

Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A/B	Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
1. Historic Preservation (includes archeology & relevant Tribes) [36 CFR Part 800]	☒ ☐	9/2/2020 SHPO and tribes were consulted. Please see attached consultation responses. Erin Davis, SHPO concurred that there will be no historic properties affected. Tribal responses returned by Richard Begay, Navajo Nation and Mark Altaha, White Mountain Apache Tribe indicated no cultural properties will be adversely effected.
2. Floodplain Management [24 CFR 55, Executive Order 11988] Flood Disaster Protection Act (Flood Insurance) [§58.6(c)]	☒ ☐	Please see attached FEMA map completed on 9/2/2020. The parcels involved in this project are located in Zone D of FEMA panel number 04001C4100E eff. 09/28/2007.
3. Wetland Protection [Executive Order 11990]	☒ ☐	This project does not lie within a wetland as demonstrated in the attached Fish and Wildlife map completed on 9/2/2020. Therefore, no further action is required.
4. Coastal Zone Management Act [Sections 307(c), (d)] Coastal Barrier Resources Act/Coastal Barrier Improvement Act [§58.6(c)]	☒ ☐	Projects located in HUD Region IX (CA, AZ, NV, HI, Guam) have no coastal barrier resources. Likewise, projects located in the State of Arizona have no coastal zones and are therefore considered to be in compliance with the related laws and regulations.
5. Sole Source Aquifers [40 CFR 149]	☒ ☐	There are no sole source aquifers located in the NACOG region. Therefore, no further action is required. Please see attached sole source aquifer map completed on 9/2/2020 as supporting evidence.
6. Endangered Species Act [50 CFR 402]	☒ ☐	Please see attached documentation from the Fish and Wildlife Service obtained on 9/1/2020 that demonstrates that the project is not likely to adversely affect any federally protected (listed or proposed) threatened or Endangered Species (i.e., plants or animals, fish, or invertebrates), nor adversely modify designated critical habitats.
7. Wild and Scenic Rivers Act. [Sections 7(b), and (c)]	☒ ☐	Please see attached Wild and Scenic River Map and project location map obtained on 9/2/2020. The project is not located within one mile of a listed Wild and Scenic River. Therefore, no further action is required.

8. Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The NACOG region does not contain any nonattainment areas. Please see attached ADEQ Nonattainment/maintenance status list for each county in Arizona by year for all criteria pollutants.
9. Farm Land Protection Policy Act [7 CFR 658]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The NACOG region does not include prime or unique farmland, or other farmland of statewide or local importance as identified by the attached U.S. Department of Agriculture, Natural Resources Conservation Service NRCS. Please see the attached map for details.
10. Environmental Justice [Executive Order 12898]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The purpose of Executive Order 12898 is to ensure that there is no disproportionately adverse environmental impact (mainly toxic dumps and nuclear waste facilities) on low income and minority areas due to federal projects. It is presumed that if there is no negative impact in the other laws and authorities areas listed, then there is no impact on Environmental Justice.
Statutes, Executive Orders, and Regulations Listed at 24 CFR §58.5	Status A/B		Compliance Determination and Documentation (letters, phone calls, on-site visit dates, maps, websites etc.) MUST BE CITED
11. HUD Environmental Standards Noise Abatement and Control [24 CFR 51B]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This question does not apply to this project as the project does not involve new construction for residential use/rehabilitation of existing residential property.
Explosive & Flammable Operations [24 CFR 51C]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10/8/2020 Devin Brown, Apache County Community Development Director responded by questionnaire to agree that the project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52). Please see attached consultation.
Hazardous, Toxic or Radioactive Materials & Substances [24 CFR 58.5(i)(2)]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please see attached EPA map obtained on 9/2/2020. The EPA map demonstrates that no hazardous, toxic or radioactive materials or substances are known to exist in the immediate area of the project.
Airport Clear Zones & Accident Potential Zones [24 CFR 51D]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Please see attached Google map that demonstrates that the property where the project will be located is more than 15,000 feet of a military airport and 2,500 feet of a civilian airport. It is more than 14 miles from a landing strip.

C. Environmental Assessment Checklist

Indicate the relevant impact code and cite all supporting documentation. Refer to the Instructions for further guidance. The impact codes are as follows:

Impact Code:

- | | |
|---------------------------|----------------------------------|
| 1. No Impact Anticipated | 4. Requires Mitigation |
| 2. Potentially Beneficial | 5. Requires project modification |
| 3. Potentially Adverse | |

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
LAND DEVELOPMENT		
1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project is consistent with the completed components of local plans and supporting zoning. Please see the attached consultation letter.
2. Soil Suitability, Slope, erosion, drainage, storm water runoff	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that the project area is not impacted by fissures, expansive soils or other destabilizing conditions. Please see the attached consultation letter.
3. Hazards and Nuisances including site safety	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that there are no major safety concerns. The project site will not be impacted by hazards or nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; street pounding causing nuisance ingress and egress problems to the project area. Please see the attached consultation letter.

4. Energy Consumption	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that energy consumed will not be a burden. Please see the attached consultation letter.
5. Demographic Character Changes, displacement	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this project will not alter the tenant-owner status of those residing in the area, nor will it isolate the population or displace anyone. There will be no relocation of residents because of this project; therefore there will be no effect on social service needs pertaining to the improvements taking place. Please see the attached consultation letter.
6. Employment and Income Patterns	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project would not likely affect commercial or industrial business, local employment or entrepreneurial opportunities. No job creation will take place. Please see the attached consultation letter.
7. Educational and Cultural Facilities	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that The project will not negatively impact local schools or cultural facilities. Sufficient capacity is available. The project does not affect safe access to existing schools or cultural facilities. No special education services will be needed as a result of the project. Please see the attached consultation letter.
8. Commercial Facilities	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not impact commercial service facilities. Additional commercial services are not needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries have convenient and safe access to a full range of commercial services. Please see the attached consultation letter.

Impact Categories	Impact Code	Supporting Documentation MUST be cited (phone calls, letters, on-site visits etc.)
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SOCIOECONOMIC

9. Health Care and Social Services	2	10/8/2020 Devin Brown, Apache County Community Development Director and 9/28/2020 Leon Buttler, President, Concho CAN conveyed by questionnaire that Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers. This Community Center is intended to help create a centralized location in the area for Concho CAN to improve aspects of the quality of life of local citizens through social programs. Please see the attached consultation letter.
10. Solid Waste Disposal, Recycling	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that the project scope does not include any work that would generate more solid waste than is already produced. This is not a large-scale project and thus will not generate an unusual amount of waste; existing collection services are adequate. Please see the attached consultation letter.

COMMUNITY FACILITIES AND SERVICES

11. Wastewater, Sanitary Sewers	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that existing wastewater infrastructure will not be affected. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. Please see the attached consultation letter.
12. Water Supply	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this pedestrian accessibility project will not impact the potable water supply available for project beneficiaries. Please see the attached consultation letter.
13. Public Safety		
Police/ Fire	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not impact police, fire and emergency services, or create obstacles for emergency vehicles in meeting their responsibilities. Please see the attached consultation letter.

14. Parks, Open Space and Recreation	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that this project will not negatively impact any parks, open spaces or recreation areas or lessen accessibility or availability to spaces or services. Please see the attached consultation letter.
15. Transportation and Accessibility	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project will not reduce the mobility of the population. Please see the attached consultation letter.

NATURAL FEATURES

16. Unique Natural Features, Water Resources	1	10/8/2020 Devin Brown, Apache County Community Development Director and 9/2/2020 J. Ferrin Crosby, Apache County Engineer conveyed by questionnaire that: The project will not affect local groundwater resources or wells, and that there is not a high water table that should be considered during project construction. There is not a possible subsidence problem due to dependence on wells or groundwater resource and there is no evidence of impoundment of water on the project site. The project will not significantly add to the impervious surface in its impact area and thereby increase demands on drainage facilities. Please see the attached consultation letter.
17. Vegetation, Wildlife	1	10/8/2020 Devin Brown, Apache County Community Development Director conveyed by questionnaire that the project would not damage or destroy existing remnant plant communities, wildlife habitat, or their food chain. Further, the project will not create environmental conditions eliminating plant life. 10/5/20 AZ Game and Fish returned an assessment that at its conclusion deferred to US Fish and Wildlife. The US Fish and Wildlife assessment that concluded that no critical habitats would be affected by this project. Any potential threats/barriers to wildlife habitat connectivity noted by AZG&F in their assessment are not applicable as no roads, residences or fences are being constructed as a part of this project. Please see the attached consultation responses.

18. SUMMARY OF FINDINGS AND CONCLUSIONS

(Summarize the findings and conclusions from the checklist items 1 thru 31)

This project has the potential to benefit the community by providing a central location for the Concho CAN nonprofit organization that will help local residents improve their quality of life. It does not raise any concerns with those entities consulted that would require project modification or mitigation. This location does not pose any adverse effects for the community as the parcel of land where the building sits is in a previously developed commercial neighborhood in Concho.

19. ALTERNATIVES TO THE PROPOSED ACTION

Alternatives and Project Modifications Considered [24 CFR 58.40(e), Ref. 40 CFR 1508.9]

(Identify other reasonable courses of action that were considered and not selected, such as other sites, design modifications, or other uses of the subject site. Describe the benefits and adverse impacts to the human environment and the reasons for rejecting it.)

It is our understanding that this project and the improvements it addresses take precedent over alternative projects that were discussed at Apache County public hearings. Since ADOH does not allow alternative projects to be proposed after a CDBG application is submitted and approved, the alternative projects discussed at the public hearings would have to wait until the next round of CDBG funding to be considered. No other funding is available outside of CDBG funding at this time to complete this project.

20. No Action Alternative [24 CFR 58.40(e)]

(Discuss the benefits and adverse impacts to the human environment of not implementing the preferred alternative.)

Should the community pursue another project these local residents will continue to have limited access to nonprofit services as Concho CAN is one of the only resources in Apache County. Concho CAN was able to provide the building and purchase the land for the project, but currently does not have funding to provide the required rehabilitation to the building. Since ADOH does

not allow alternative projects to be proposed after a CDBG application is submitted and approved, the alternative projects discussed at the public hearings would have to wait until the next round of CDBG funding to be considered or the community would need to find an alternative funding source.

21. Mitigation Measures Recommended [24 CFR 58.40(d), 40 CFR 1508.20]

(Recommend feasible ways in which the proposal or external factors relating to the proposal should be modified in order to eliminate or minimize adverse environmental impacts.)

At this time the County and NACOG staff see no cause for recommending mitigating measures. No mitigating measures were recommended by consulted entities.

22. Additional Studies Performed

(Attach studies or summaries.)

No additional studies or summaries have been conducted or created to include in the review.

23. a. The project is in compliance with applicable laws and regulations. Yes No

b. An EIS is required. Yes No

c. A Finding of No Significant Impact (FONSI) can be made because the project will not significantly affect the quality of the human environment. Yes No

Prepared by: Chloe Van Hoose, NACOG Program Specialist

Signature

Date

Responsible Entity Approval: Alton Joe Shepherd, Chairman, Apache County Board of Supervisors

Signature

Date

E-11 CONSULTATION LETTERS

1. **HISTORIC PRESERVATION/ARCHEOLOGY & TRIBAL INTEREST**
State Historic Preservation Office
Hopi Tribe of Arizona
Navajo Nation
San Carlos Apache Tribe
White Mountain Apache Tribe
- 11b. **EXPLOSIVE AND FLAMMABLE OPERATIONS**
Concho Fire Chief and Apache County Community Development Director
1. **CONFORMANCE WITH PLANS, COMPATIBLE LAND USE AND ZONING, SCALE AND URBAN DESIGN**
Apache County Community Development Director
2. **SOIL SUITABILITY, SLOPE, EROSION, DRAINAGE, STORMWATER RUNOFF**
Apache County Engineer and Apache County Community Development Director
3. **HAZARDS AND NUISANCES INCLUDING SITE SAFETY**
Apache County Community Development Director
4. **ENERGY CONSUMPTION**
Apache County Engineer and Apache County Community Development Director
5. **DEMOGRAPHIC CHARACTER CHANGES, DISPLACEMENT**
Apache County Community Development Director
6. **EMPLOYMENT AND INCOME PATTERNS**
Apache County Community Development Director
7. **EDUCATIONAL AND CULTURAL FACILITIES**
Apache County Community Development Director and Superintendent of Schools for Apache County
8. **COMMERCIAL FACILITIES**
Apache County Community Development Director
9. **HEALTHCARE AND SOCIAL SERVICES**
Concho CAN and CSA at NACOG in Springerville
10. **SOLID WASTE, RECYCLING**
Apache County Engineer
11. **WASTEWATER, SANITARY SEWERS**
Apache County Engineer, ADEQ Water Quality and Apache County Community Development Director
12. **WATER SUPPLY**
ADEQ Water Quality and Apache County Community Development Director
13. **PUBLIC SAFETY**
Concho Fire Chief
14. **PARKS, OPEN SPACE AND RECREATION**
Apache County Community Development Director
15. **TRANSPORTATION AND ACCESSIBILITY**
Apache County Engineer and District Manager, Office of Apache County District III Supervisor
16. **UNIQUE NATURAL RESOURCES, WATER RESOURCES**
Apache County Engineer, Arizona Department of Water Resources and ADEQ Water Quality
17. **VEGETATION, WILDLIFE**
AZ Game and Fish and Apache County Engineer

Chloe Van Hoose

From: Microsoft Outlook
To: trambler@scatui.net
Sent: Wednesday, September 2, 2020 3:26 PM
Subject: Relayed: THPO Consultation Letter -- Apache County: Concho Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

trambler@scatui.net (trambler@scatui.net)

Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project



Chloe Van Hoose

From: Microsoft Outlook
To: jonathannez@navajo-nsn.gov; r.begay@navajo-nsn.gov
Sent: Wednesday, September 2, 2020 3:26 PM
Subject: Relayed: THPO Consultation Letter -- Apache County: Concho Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

jonathannez@navajo-nsn.gov (jonathannez@navajo-nsn.gov)

r.begay@navajo-nsn.gov (r.begay@navajo-nsn.gov)

Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project



Chloe Van Hoose

From: Microsoft Outlook
To: markaltaha@wmat.us
Sent: Wednesday, September 2, 2020 3:26 PM
Subject: Relayed: THPO Consultation Letter -- Apache County: Concho Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

markaltaha@wmat.us (markaltaha@wmat.us)

Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project



Chloe Van Hoose

From: Microsoft Outlook
To: apachevern@yahoo.com
Sent: Wednesday, September 2, 2020 3:26 PM
Subject: Relayed: THPO Consultation Letter -- Apache County: Concho Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

apachevern@yahoo.com (apachevern@yahoo.com)

Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project



Chloe Van Hoose

From: Microsoft Outlook
To: skoyiyumtewa@hopi.nsn.us
Sent: Wednesday, September 2, 2020 3:26 PM
Subject: Relayed: THPO Consultation Letter -- Apache County: Concho Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

skoyiyumtewa@hopi.nsn.us (skoyiyumtewa@hopi.nsn.us)

Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project



E-11 (B) Compliance Factors; # 11b
E-11 (C) Environmental Assessment Checklist; # 13

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

(B) 11b. Explosive & Flammable Operations [24 CFR 51C]

_____ Option A
The project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52), OR the project will expose neither people nor buildings to such hazards.

_____ Option B
The project is not located at an Acceptable Separation Distance (ASD) from an above-ground explosive or flammable fuels or chemicals container OR the project will expose people or buildings to such hazards. Mitigating measures recommended:

(C) 13. Public Safety (Police, Fire, Emergency Medical)

_____ Option A
The project will not impact police, fire and emergency services, or create obstacles for emergency vehicles in meeting their responsibilities.

_____ Option B
The project will negatively impact police, fire and emergency services.
The following action is recommended:

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(Police, Fire and Emergency Medical)

Chloe Van Hoose

From: Microsoft Outlook
To: cramar4@yahoo.com
Sent: Wednesday, September 2, 2020 3:35 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

cramar4@yahoo.com (cramar4@yahoo.com)

Subject: Apache County: Mellon Community Center Project



These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

(B) 11b. Explosive & Flammable Operations [24 CFR 51C]

_____ Option A

The project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52), OR the project will expose neither people nor buildings to such hazards.

_____ Option B

The project is not located at an Acceptable Separation Distance (ASD) from an above-ground explosive or flammable fuels or chemicals container OR the project will expose people or buildings to such hazards. Mitigating measures recommended:

1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design

Option A

The project is consistent with completed components of local plans and supporting zoning. There are no incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands. If the project locates water/sewer lines in a base flood hazard zone, it will not induce development into such a hazardous area. There are no secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning. No new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found.

Option B

The project is not consistent with completed components of local plans and supporting zoning. There are incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands; if the project locates water/sewer lines in a base flood hazard zone, it will induce development into such a hazardous area; there are secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning; and/or new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found. If the project is to continue, provide a supporting discussion explaining the decision basis. Identify areas where the project may conform to local planning objectives. Identify any anticipated functional conflicts and plans for mitigation where necessary.

2. Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff

Option A

The area is not impacted by fissures, expansive soils or other destabilizing conditions. There is no evidence of mud slides, other earth movements or slump occurrences. No neighboring retaining walls are tilting from possible past earth movement or that might indicate conditions prone to sliding. The area is not impacted by excessive erosion; there is no evidence of excessive erosion on the site; storm runoff will not impact the site by causing excessive erosion (if so, it is mitigated by site improvements); and the soils report or local development review body does not identify issues with erosion. The soils are suitable for the proposed use and if not, an explanation as to how the soils are being modified and augmented to ensure suitability.

Option B

The area is impacted by fissures, expansive soils or other destabilizing conditions; the soils are not suitable for the proposed use. There is evidence of mud slides, other earth movements and/or slump occurrences. There is evidence of neighboring retaining walls tilting from possible earth movement or that might indicate conditions prone to sliding. The area is impacted by excessive erosion or there is evidence of excessive erosion on the site; storm runoff will impact the site by causing excessive erosion; or the soils report or local development review body has identified issues with erosion. Soil stabilization is required as part of the permitting process. The following additional action is recommended:

3. Hazards and Nuisances including Site Safety

Option A

The project site is not measurably impacted by hazards and nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

Option B

The project site is negatively impacted by hazards and nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

4. Energy Consumption

Option A

The project will not have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

Option B

The project will have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

5. Demographic Character Changes, Displacement

Option A

The project will not measurably alter the tenant-owner status of the area. No special services or social services will be needed, i.e., relocation services, home maintenance counseling or assistance. No segments of the population will become isolated by the project. The project will not negatively affect the vacancy ratio. No special social service needs will be created in the project impact area as a result of population composition changes, i.e. job counseling, youth services, elderly services, child care, visiting nursing service. The project will not displace individuals, families or businesses; or if the project will displace individuals, families or businesses, appropriate relocation services are available.

Option B

The project will measurably alter the tenant-owner status of the area; special services or social services will be needed, i.e., relocation services, home maintenance counseling or assistance; segments of the population will become isolated by the project; the project will negatively affect the vacancy ratio; and/or special social service needs will be created in the project impact area as a result of population composition changes, i.e. job counseling, youth services, elderly services, child care, visiting nursing service. The project will displace individuals, families or businesses, and appropriate relocation services are not available. The following action is recommended:

6. Employment and Income Patterns

Option A

The project will create conditions favorable to the continuation and/or expansion of commercial or industrial business life, and project area residents will directly benefit. There will be no negative impacts on the project area's residential life. Employment opportunities will be available to the locally unemployed or underemployed. There will be more entrepreneurial opportunities available to the local population. Housing stock will not be affected if a high number of new, outside employees are imported.

Option B

The project will create conditions unfavorable to the continuation and/or expansion of commercial or industrial business life; project area residents will not directly benefit from any expansion of commercial or industrial business life; there will be negative impacts on the project area's residential life; employment opportunities and entrepreneurial opportunities will not be available to the local population; and/or housing stock will be affected if a high number of new, outside employees are imported. The following action is recommended:

7. Educational Facilities, Cultural Facilities

Option A

The project will not negatively impact local schools or cultural facilities. Sufficient capacity is available. The project does not affect safe access to existing schools or cultural facilities. No special education services will be needed as a result of the project.

Option B

The project will negatively impact the local schools; sufficient capacity is not available; the project does affect safe access to existing schools; and/or special education services will be needed as a result of the project. The following action is recommended:

8. Commercial Facilities

Option A

The project will not impact commercial service facilities. Additional commercial services are not needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries have convenient and safe access to a full range of commercial services.

Option B

The project will impact commercial service facilities. Additional commercial services are needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries do not have convenient and safe access to a full range of commercial services.

9. Health Care and Social Services

Option A

Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers.

Option B

Project beneficiaries have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, and/or youth recreation centers. The following action is recommended:

10. Solid Waste, Recycling

Option A

The project will not generate substantial amounts of solid wastes; the local disposal system can adequately service the project over its expected lifetime; collection services are adequate; there are no local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is practicable.

Option B

The project will generate substantial amounts of solid wastes; the local disposal system cannot adequately service the project over its expected lifetime; collection services are not adequate; there are local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is not practicable. The following action is recommended:

11. Wastewater, Sanitary Sewers

Option A

The existing wastewater systems adequately service the proposed project. The project design capacity will not be exceeded. The project beneficiaries will not be adversely affected by the wastewater treatment facility. The wastewater treatment plan is approved by appropriate health officials. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. The project will not cause an overloading of the design capacity of the storm water facilities. Project beneficiaries are not subject to temporary flooding or ponding impacts in terms of impairment of access to residence.

Option B

The existing wastewater systems do not adequately service the proposed project; the project design capacity will be exceeded; the project beneficiaries will be adversely affected by the wastewater treatment facility; and/or the wastewater treatment plan is not approved by appropriate health officials. Existing or planned storm water disposal and treatment systems do not adequately service the project or project beneficiaries; the project will cause an overloading of the design capacity of the storm water facilities; and/ or project beneficiaries are subject to temporary flooding or ponding impacts in terms of impairment of access to residence. The following action is recommended:

12. Water Supply

Option A:

There is a potable water supply available for the project beneficiaries.

Option B:

There is not a potable water supply available for the project beneficiaries; or the potable water supply is not periodically inspected by health officials. The following action is recommended:

13. Public Safety (Police, Fire, Emergency Medical)

Option A

The project will not impact police, fire and emergency services, or create obstacles for emergency vehicles in meeting their responsibilities.

Option B

The project will negatively impact police, fire and emergency services.
The following action is recommended:

14. Park, Open Space and Recreation

_____ Option A

The project will not impact any parks, open spaces or recreation areas or lessen accessibility or availability to spaces or services.

_____ Option B

The project will impact parks, open spaces, and/or recreation areas; or will lessen accessibility or availability to spaces or services. The following action is recommended:

15. Transportation

_____ Option A

If applicable to project objectives, there is adequate access to the locally recognized public transportation system. The service is directly and conveniently available. Project beneficiaries do not need special transportation considerations due to inadequacy of convenient shopping services. The project will not reduce the mobility of the population.

_____ Option B

If applicable to project objectives, there is not adequate access to the locally recognized public transportation system; the service is not directly and conveniently available; project beneficiaries do need special transportation considerations due to inadequacy of convenient shopping services; and/or the project will reduce the mobility of the population. The following action is recommended:

16. Unique Natural Resources, Water Resources

_____ Option A

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

_____ Option B

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:

17. Vegetation and Wildlife

_____ Option A

The project will not damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, nor will the project create environmental conditions eliminating plant life without mitigation measures. OR The project may create conditions favorable to the proliferation of pest species, i.e., rats, flies and mosquitoes.

_____ Option B

The project has the potential to damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, or the project may create environmental conditions eliminating plant life without mitigation measures.

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(Community Development or Planning Department)

Chloe Van Hoose

From: Microsoft Outlook
To: dbrown@co.apache.az.us; Malena Bazarto
Sent: Wednesday, September 2, 2020 3:32 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

dbrown@co.apache.az.us (dbrown@co.apache.az.us)

[Malena Bazarto \(mbazarto@co.apache.az.us\)](mailto:mbazarto@co.apache.az.us)

Subject: Apache County: Mellon Community Center Project



E-11 (C) Environmental Assessment Checklist; # 1, 2, 4, 10, 11, 16

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design

 Option A

The project is consistent with completed components of local plans and supporting zoning. There are no incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands. If the project locates water/sewer lines in a base flood hazard zone, it will not induce development into such a hazardous area. There are no secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning. No new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found.

 Option B

The project is not consistent with completed components of local plans and supporting zoning. There are incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands; if the project locates water/sewer lines in a base flood hazard zone, it will induce development into such a hazardous area; there are secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning; and/or new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found. If the project is to continue, provide a supporting discussion explaining the decision basis. Identify areas where the project may conform to local planning objectives. Identify any anticipated functional conflicts and plans for mitigation where necessary.

2. Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff

Option A

The area is not impacted by fissures, expansive soils or other destabilizing conditions. There is no evidence of mud slides, other earth movements or slump occurrences. No neighboring retaining walls are tilting from possible past earth movement or that might indicate conditions prone to sliding. The area is not impacted by excessive erosion; there is no evidence of excessive erosion on the site; storm runoff will not impact the site by causing excessive erosion (if so, it is mitigated by site improvements); and the soils report or local development review body does not identify issues with erosion. The soils are suitable for the proposed use and if not, an explanation as to how the soils are being modified and augmented to ensure suitability.

Option B

The area is impacted by fissures, expansive soils or other destabilizing conditions; the soils are not suitable for the proposed use. There is evidence of mud slides, other earth movements and/or slump occurrences. There is evidence of neighboring retaining walls tilting from possible earth movement or that might indicate conditions prone to sliding. The area is impacted by excessive erosion or there is evidence of excessive erosion on the site; storm runoff will impact the site by causing excessive erosion; or the soils report or local development review body has identified issues with erosion. Soil stabilization is required as part of the permitting process. The following additional action is recommended:

4. Energy Consumption

Option A

The project will not have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

Option B

The project will have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

10. Solid Waste, Recycling

Option A

The project will not generate substantial amounts of solid wastes; the local disposal system can adequately service the project over its expected lifetime; collection services are adequate; there are no local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is practicable.

Option B

The project will generate substantial amounts of solid wastes; the local disposal system cannot adequately service the project over its expected lifetime; collection services are not adequate; there are local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is not practicable. The following action is recommended:

11. Wastewater, Sanitary Sewers

Option A

The existing wastewater systems adequately service the proposed project. The project design capacity will not be exceeded. The project beneficiaries will not be adversely affected by the wastewater treatment facility. The wastewater treatment plan is approved by appropriate health officials. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. The project will not cause an overloading of the design capacity of the storm water facilities. Project beneficiaries are not subject to temporary flooding or ponding impacts in terms of impairment of access to residence.

Option B

The existing wastewater systems do not adequately service the proposed project; the project design capacity will be exceeded; the project beneficiaries will be adversely affected by the wastewater treatment facility; and/or the wastewater treatment plan is not approved by appropriate health officials. Existing or planned storm water disposal and treatment systems do not adequately service the project or project beneficiaries; the project will cause an overloading of the design capacity of the storm water facilities; and/ or project beneficiaries are subject to temporary flooding or ponding impacts in terms of impairment of access to residence. The following action is recommended:

16. Unique Natural Resources, Water Resources

_____ Option A

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

_____ Option B

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(Engineer)

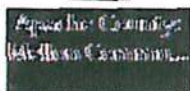
Chloe Van Hoose

From: Microsoft Outlook
To: fcrosby@co.apache.az.us
Sent: Wednesday, September 2, 2020 3:56 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

fcrosby@co.apache.az.us (fcrosby@co.apache.az.us)

Subject: Apache County: Mellon Community Center Project



E-11 (B) Compliance Factors; # 7

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

7. Educational Facilities, Cultural Facilities

_____ Option A

The project will not negatively impact local schools or cultural facilities. Sufficient capacity is available. The project does not affect safe access to existing schools or cultural facilities. No special education services will be needed as a result of the project.

_____ Option B

The project will negatively impact the local schools; sufficient capacity is not available; the project does affect safe access to existing schools; and/or special education services will be needed as a result of the project. The following action is recommended:

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(Educational Facilities, Cultural Facilities)

Chloe Van Hoose

From: Microsoft Outlook
To: bwilliams@apachecountyschools.net
Sent: Wednesday, September 2, 2020 3:36 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

bwilliams@apachecountyschools.net (bwilliams@apachecountyschools.net)

Subject: Apache County: Mellon Community Center Project



E-11 (B) Compliance Factors; # 9

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

(C) 9. Health Care and Social Services

_____ Option A

Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers.

_____ Option B

Project beneficiaries have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, and/or youth recreation centers. The following action is recommended:

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(Health and Social Services)

Chloe Van Hoose

From: Microsoft Outlook
To: lbuttler@frontier.com
Sent: Wednesday, September 2, 2020 3:39 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

lbuttler@frontier.com (lbuttler@frontier.com)

Subject: Apache County: Mellon Community Center Project



Apache County
Mellon Community...

Chloe Van Hoose

From: Mail Delivery System <MAILER-DAEMON@box.wetech.support>
To: andy@wmtechs.com
Sent: Wednesday, September 2, 2020 3:39 PM
Subject: Relayed: Apache County: Mellon Community Center Project

This is the mail system at host box.wetech.support.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<andy@wmtechs.com>: delivery via 127.0.0.1[127.0.0.1]:10025: 250 2.0.0



<andy@wmtechs.com> GEpwAPoeUF+IBQAAWumz4A Saved

E-11 (C) Environmental Assessment Checklist; # 12, 16

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B. Please provide additional information for an Option B response.

(C) 12. Water Supply

_____ Option A:

There is a potable water supply available for the project beneficiaries.

_____ Option B:

There is not a potable water supply available for the project beneficiaries; or the potable water supply is not periodically inspected by health officials. The following action is recommended:

(C) 16. Unique Natural Resources, Water Resources

_____ Option A:

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

_____ Option B:

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:

Signature

Date

Printed Name and Title

Agency
THANK YOU!

(ADEQ Water)

Chloe Van Hoose

From: Microsoft Outlook
To: dc5@azdeq.gov
Sent: Wednesday, September 2, 2020 3:43 PM
Subject: Relayed: Apache County: Mellon Community Center Project

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dc5@azdeq.gov (dc5@azdeq.gov)

Subject: Apache County: Mellon Community Center Project



Apache County
Mellon Community Center...

E-11 (C) Environmental Assessment Checklist; # 16

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

(C) 16. Unique Natural Resources, Water Resources

_____ Option A

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

_____ Option B

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(AZ Department of Water Resources)

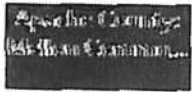
Chloe Van Hoose

From: Microsoft Outlook
To: kjcrego@azwater.gov
Sent: Wednesday, September 2, 2020 3:46 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

kjcrego@azwater.gov (kjcrego@azwater.gov)

Subject: Apache County: Mellon Community Center Project



E-11 (C) Environmental Assessment Checklist; # 17

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B. Please provide additional information for an Option B response.

(C) 17. Vegetation and Wildlife

_____ Option A

The project will not damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, nor will the project create environmental conditions eliminating plant life without mitigation measures. OR The project may create conditions favorable to the proliferation of pest species, i.e., rats, flies and mosquitoes.

_____ Option B

The project has the potential to damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, or the project may create environmental conditions eliminating plant life without mitigation measures.

Signature

Date

Printed Name and Title

Agency

THANK YOU!

(AZ Game and Fish)

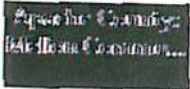
Chloe Van Hoose

From: Microsoft Outlook
To: Cheri Boucher (CBoucher@azgfd.gov)
Sent: Wednesday, September 2, 2020 3:41 PM
Subject: Relayed: Apache County: Mellon Community Center Project

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

[Cheri Boucher \(CBoucher@azgfd.gov\)](mailto:CBoucher@azgfd.gov) (CBoucher@azgfd.gov)

Subject: Apache County: Mellon Community Center Project



E-11 CONSULTATION LETTERS SAMPLE



Chris Fetzer
Executive Director

September 2, 2020

Environmental Review Record Process

**Re: Environmental Review Record
2020 CDBG PROJECT: Mellon Community Center**

To Whom It May Concern:

Apache County has been awarded Community Development Block Grant funds from the State of Arizona Department of Housing (ADOH) for the purpose of completing commercial rehabilitation on a modular building in Concho, Arizona that will be used as a community center. Please refer to the enclosed project narrative and map for additional project information.

In order for our office to prepare the Environmental Review Record required by ADOH for this project, we are requesting your assistance in determining whether any action is required to comply with the regulations of your office or jurisdiction. Please check one of the boxes below, sign and return this letter by email to Chloe at cvanhoose@nacog.org.

If we do not receive a response by **October 8, 2020**, we shall assume that your agency does not wish to comment on this project and mitigating actions are not required. If you have any questions regarding this letter or the project, please contact me at (928) 445-0211 or via e-mail at cvanhoose@nacog.org.

Thank you for your assistance.

Respectfully,

Chloë Eleanor Van Hoose

Chloe Van Hoose
CDBG Program Specialist

Enclosures
cc: ERR File

E-1 PROJECT NARRATIVE

Recipient: Apache County
Contract #: CDBG 2020 (TBD)

ADOH ENVIRONMENTAL REVIEW RECORD PROJECT NARRATIVE

1. Project Title: **Mellon Community Center**
2. Project Description: (attach additional pages as necessary)

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

Construction is prioritized in several phases. First is exterior repairs to the roof involving sheathing repair and painting of the penetration flashing. Next, pressure-treated marine plywood skirting will be installed. The exterior wall will be repaired and siding installed. Two double pane vinyl frame sliders will be installed with flashing and water barrier. Inside, drywall will be installed, textured and painted, and a rubber base added. VCT and sheet vinyl flooring will be installed. The next priorities include fine grading around the building for drainage and installation of 2 exterior doors. Plumbing fixtures and piping will be installed along with electrical power and lighting. ADA compliant stairs, handrails, landings and a ramp will be installed. Next is installation of mechanical units, ductwork, fans and diffusers. PVC paneling will be installed for the restroom walls, as well as insulation and a grid ceiling. The ceiling will be dry walled, painted and textured, and water resistant board will be installed at wet locations. Finally, a concrete ADA parking space will be completed along with a walkway from the space to the front door of the facility.

- a. Geographic Location (street names, compass direction, relation to town limit):
The Mellon Community Center is located at 99 County Road 5050, Concho, Arizona 85936. Three paved roads run behind, in front of and beside the building - Frontage Road, Evergreen Lane, and Mobile Drive. The building sits across Mobile Drive from the Sugar Shack on the southeastern end of Concho, Arizona.
- b. Size and/or Area (sq. ft. of building, size and length of pipe, no. of units):
Total building is 3,800 square feet
Roof repairs will include an estimated 3,086 sq. ft. of asphalt roof and approximately 750 sq. ft. of metal roofing at the mansard.
- c. Existing Environmental Conditions (i.e., no sewer system, river contamination, unpaved streets, residential area, fully developed):
This project will take place in a developed commercial area of the rural, underserved, low income community of Concho, Arizona. This region is dry and flat, and the neighborhood consists of paved two lane roads.

d. Purpose (i.e., to improve traffic and driving conditions by widening roads):

The purpose of this project is to upgrade a used 3,800 square foot modular building that has been placed on a donated parcel of land on the southeastern end of Concho, AZ that will be repurposed as the Mellon Community Center. It will be run by ConchoCAN, a nonprofit organization that formed 14 years ago to provide community services to this underserved area where there is no local government. The project will provide space in the community to provide services such as things after school activities for youth, senior luncheons, and regular community group meetings.

e. Cost:

Federal Funds	Source: <u>FY2020 CDBG Administration Funds</u>	\$	16,800.00
Federal Funds	Source: <u>FY2020 CDBG Project Funds</u>	\$	<u>158,844.00</u>
	TOTAL	\$	<u>175,644.00</u>

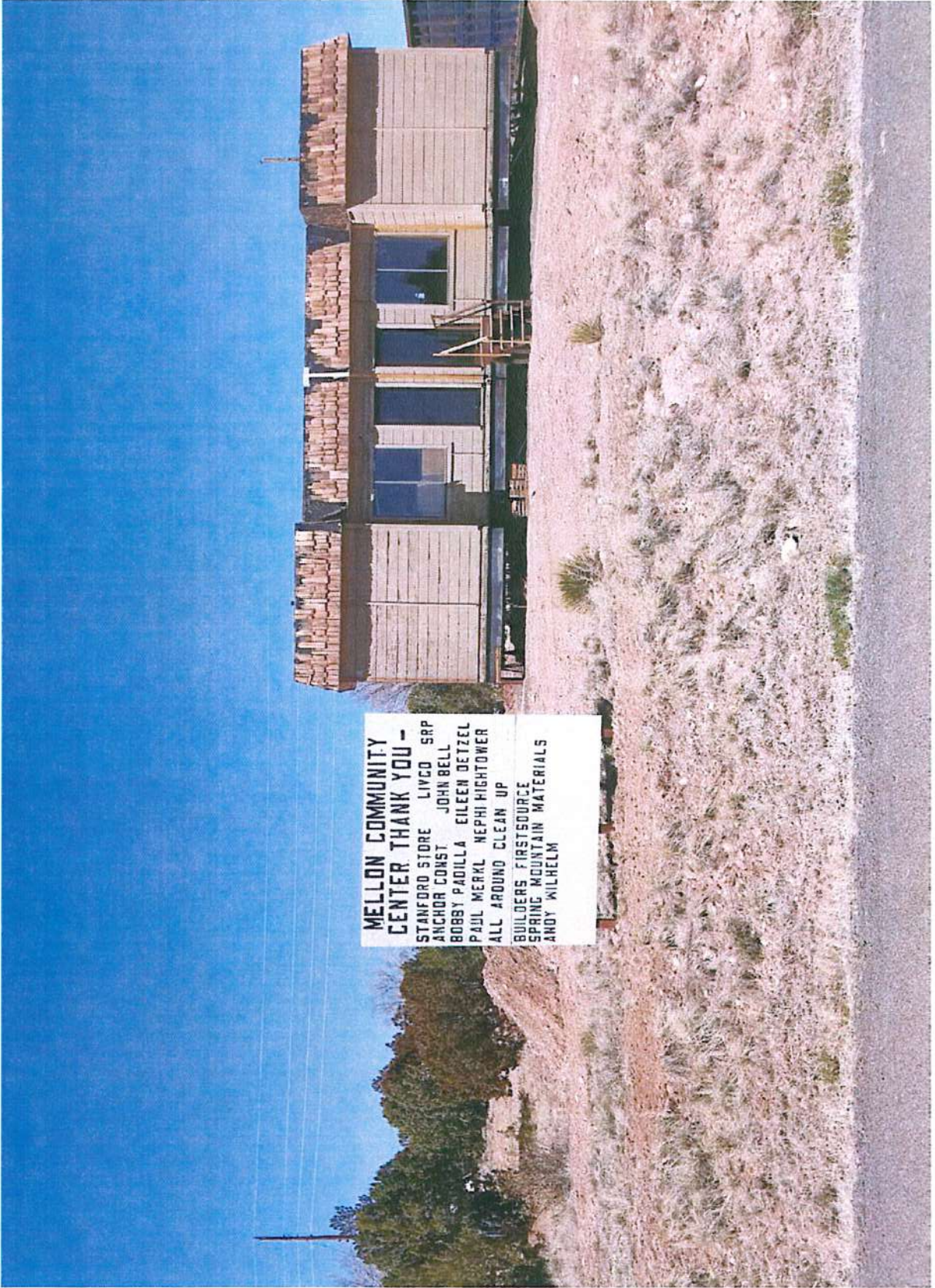
4. Map attached with project site clearly marked:

Yes

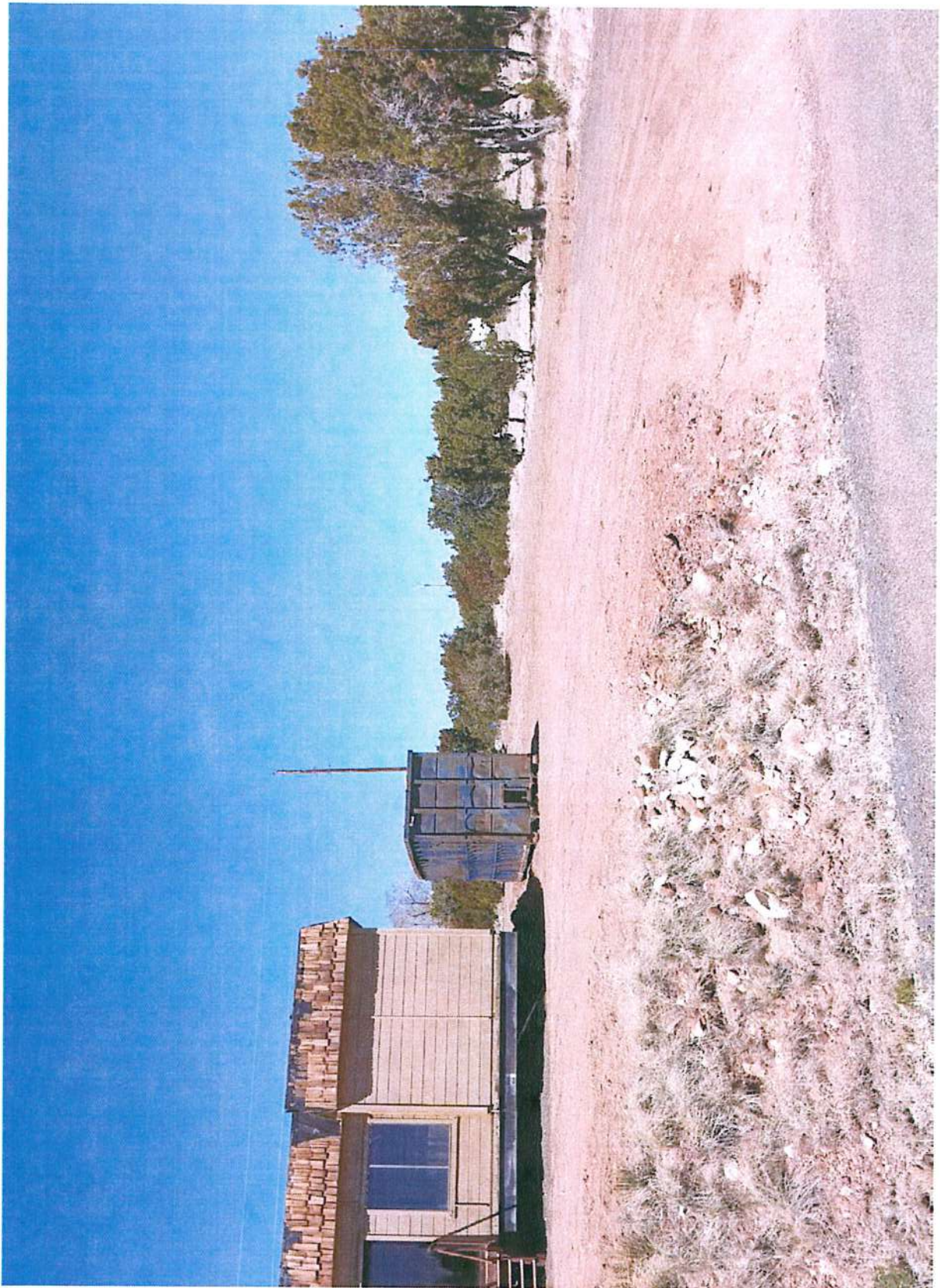
5. Prepared By:

Name: **Chloe Van Hoose, CDBG Program Specialist**

Signature: Chloë Eleanor Van Hoose



**MELLON COMMUNITY
CENTER THANK YOU -**
STANFORD STORE LIVCO SRP
ANCHOR CONST JOHN BELL
BOBBY PADILLA EILEEN DETZEL
PAUL MERKL NEPHI HIGHTOWER
ALL AROUND CLEAN UP
BUILDERS FIRSTSOURCE
SPRING MOUNTAIN MATERIALS
ANDY WILHELM





**E-11 COMPLIANCE FACTOR SUPPORTING
DOCUMENTATION**



Chris Fetzer
Executive Director

September 2, 2020

SHPO-2020-1189(155483)
Received September 2, 2020

Kathryn Leonard
State Historic Preservation Office
Section 106 Process
1300 W. Washington St.
Phoenix, AZ 85007

Re: Apache County, 2020 CDBG: Mellon Community Center
Request for SHPO Concurrence with finding of **NO HISTORIC PROPERTIES AFFECTED**

Dear Ms. Leonard,

Apache County has been awarded CDBG funds from the State of Arizona Department of Housing (ADOH) to complete building upgrades to a 3,800 square foot modular commercial structure. In compliance with the requirements of these funding sources, I am requesting that your office indicate concurrence with the finding of **NO HISTORIC PROPERTIES AFFECTED** regarding the following project:

Project Title:	Mellon Community Center
Site Address:	99 County Road 5050 Concho, Arizona 85936
(APN):	201-30-003D
Approximate year built (and architect, if known):	1995
Approximate age of structure:	25
General description of building/property:	Apache County has received federal CDBG funding to complete a commercial rehabilitation project at the site of a modular commercial building that has recently been relocated to the site.
Is the site in or near a historic district:	Not located in or near a historic district
Is the site within the boundaries of a Certified Local Government (CLG), and if applicable include proof of consultation with the local historic preservation office regarding the National Register of Historic Places eligibility of the building.	Not in boundaries of CLG
Proposed Extent (depth, width) of any ground disturbance	Grading to install ADA parking space and drainage improvements will occur. Exact depth of ground disturbance unknown at this time.

Proposed Scope of work to be performed:

Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

Archeological work previously conducted (with reference to resulting report, if applicable)

None has been completed to the knowledge of Apache County. ConchoCAN or NACOG staff involved in the project.

Attached is a map and photographs of the project location. Should you require further information regarding this project, please contact Chloe Van Hoose, (928) 445-0211; cvanhoose@nacog.org.

Please indicate your concurrence and return this letter to:
NACOG / CDBG C/O Chloe Van Hoose
1577 Plaza West Dr., Ste. A-4; Prescott, AZ 86303
(928) 445-0211; cvanhoose@nacog.org

Thank you for your assistance.

Respectfully,

Chloë Eleanor Van Hoose

Chloe Van Hoose
CDBG Program Specialist

**CONCUR
NO HISTORIC PROPERTIES AFFECTED**



**Erin Davis
State Historic Preservation Office
September 4, 2020**



White Mountain Apache Tribe
Office of Historic Preservation
PO Box 1032
Fort Apache, AZ 85926
Ph: (928) 338-3033 Fax: (928) 338-6055

To: Chloe Van Hoose, CDBG Program Specialist

Date: September 03, 2020

Re: *Proposed Rehabilitation of an existing building & Compliant Parking Lot*

.....

The White Mountain Apache Tribe Historic Preservation Office appreciates receiving information on the project dated; September 02, 2020. In regards to this, please attend to the following statement below.

Thank you for allowing the White Mountain Apache tribe the opportunity to review and respond to the proposed rehabilitation of an existing Community Center modular building and installation of a ADA compliant parking lot on the property, located in the Town of Concho, Apache County, Arizona.

Please be advised, we've determined the proposed project will "*Not have an Adverse Effect*" on the tribe's cultural heritage resources and/or historic properties. No further consultation is necessary and/or required.

Thank you for your continued collaborations in protecting and preserving places of cultural and historical importance.

Sincerely,

Mark T. Altaha

White Mountain Apache Tribe – THPO
Historic Preservation Office

Chloe Van Hoose

From: Richard M. Begay <r.begay@navajo-nsn.gov>
Sent: Friday, September 4, 2020 11:20 AM
To: Chloe Van Hoose
Cc: Timothy Begay
Subject: RE: THPO Consultation Letter -- Apache County: Concho Community Center Project

Good Morning Chloe,

I reviewed the information regard the Community Center Project tin Concho, Arizona, and have no concerns or questions. Please proceed without further consultation with the Navajo Nation

Richard M. Begay, THPO
Navajo Nation

From: Chloe Van Hoose <cvanhoose@nacog.org>
Sent: Wednesday, September 2, 2020 4:26 PM
To: skoyiyumptewa@hopi.nsn.us; Jonathan Nez <jonathannez@navajo-nsn.gov>; Richard M. Begay <r.begay@navajo-nsn.gov>; markaltaha@wmat.us; trambler@scatui.net; apachevern@yahoo.com
Subject: THPO Consultation Letter -- Apache County: Concho Community Center Project

Good Afternoon,

We are conducting an environmental review for Apache County. Attached you will find a consultation letter regarding a Community Center Project in Concho, Arizona. We intend to rehabilitate a commercial modular building and install ADA compliant parking on the property. We ask that you respond to this consultation before October 8, 2020, at which time we will submit to the Arizona Department of Housing a request to fund the project. Thank you for your time and consideration.



NACOG
Northern Arizona
Council of Governments



Chloe Van Hoose CDBG Program Specialist

NACOG 1577 Plaza West Dr. Ste. A2 Prescott, AZ 86303 928 445 0211

Connect with us   nacog.org

WARNING: External email. Please verify sender before opening attachments or clicking on links.

National Flood Hazard Layer FIRMette



109°38'31"W 34°26'23"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMFRs
- Area of Undetermined Flood Hazard Zone B

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/26/2020 at 6:14 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



U.S. Fish and Wildlife Service

National Wetlands Inventory

MELLON COMMUNITY CENTER PROJE

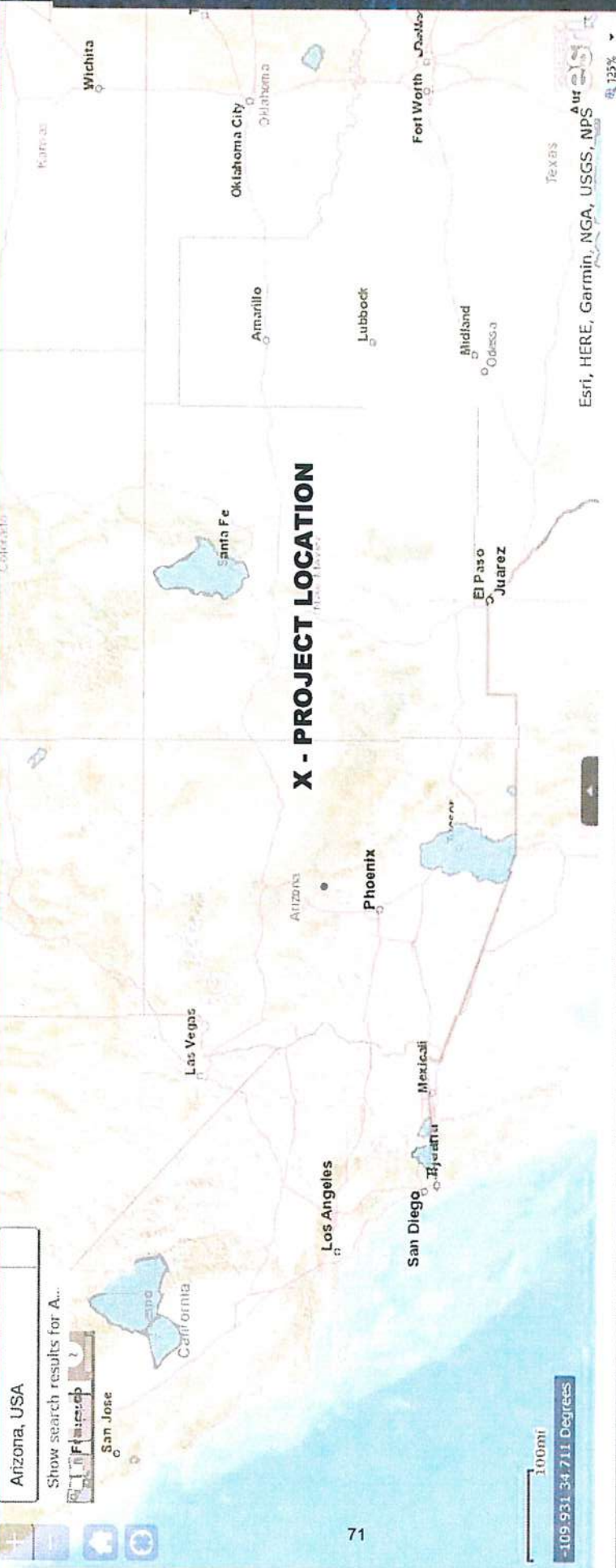


September 1, 2020

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.





United States Department of the Interior



FISH AND WILDLIFE SERVICE

Arizona Ecological Services Field Office

9828 North 31st Ave

#c3

Phoenix, AZ 85051-2517

Phone: (602) 242-0210 Fax: (602) 242-2513

<http://www.fws.gov/southwest/es/arizona/>

http://www.fws.gov/southwest/es/EndangeredSpecies_Main.html

In Reply Refer To:

September 01, 2020

Consultation Code: 02EAAZ00-2020-SLI-1380

Event Code: 02EAAZ00-2020-E-03053

Project Name: MELLON COMMUNITY CENTER

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The Fish and Wildlife Service (Service) is providing this list under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.). The list you have generated identifies threatened, endangered, proposed, and candidate species, and designated and proposed critical habitat, that may occur within one or more delineated United States Geological Survey 7.5 minute quadrangles with which your project polygon intersects. Each quadrangle covers, at minimum, 49 square miles. In some cases, a species does not currently occur within a quadrangle but occurs nearby and could be affected by a project. Please refer to the species information links found at:

http://www.fws.gov/southwest/es/arizona/Docs_Species.htm

<http://www.fws.gov/southwest/es/arizona/Documents/MiscDocs/AZSpeciesReference.pdf> .

The purpose of the Act is to provide a means whereby threatened and endangered species and the habitats upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of Federal trust resources and to consult with us if their projects may affect federally listed species and/or designated critical habitat. A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, we recommend preparing a biological evaluation similar to a Biological Assessment to determine whether the project may

affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If the Federal action agency determines that listed species or critical habitat may be affected by a federally funded, permitted or authorized activity, the agency must consult with us pursuant to 50 CFR 402. Note that a "may affect" determination includes effects that may not be adverse and that may be beneficial, insignificant, or discountable. You should request consultation with us even if only one individual or habitat segment may be affected. The effects analysis should include the entire action area, which often extends well outside the project boundary or "footprint." For example, projects that involve streams and river systems should consider downstream effects. If the Federal action agency determines that the action may jeopardize a proposed species or adversely modify proposed critical habitat, the agency must enter into a section 7 conference. The agency may choose to confer with us on an action that may affect proposed species or critical habitat.

Candidate species are those for which there is sufficient information to support a proposal for listing. Although candidate species have no legal protection under the Act, we recommend considering them in the planning process in the event they become proposed or listed prior to project completion. More information on the regulations (50 CFR 402) and procedures for section 7 consultation, including the role of permit or license applicants, can be found in our Endangered Species Consultation Handbook at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>.

We also advise you to consider species protected under the Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703-712) and the Bald and Golden Eagle Protection Act (Eagle Act) (16 U.S.C. 668 et seq.). The MBTA prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when authorized by the Service. The Eagle Act prohibits anyone, without a permit, from taking (including disturbing) eagles, and their parts, nests, or eggs. Currently 1026 species of birds are protected by the MBTA, including species such as the western burrowing owl (*Athene cunicularia hypugea*). Protected western burrowing owls are often found in urban areas and may use their nest/burrows year-round; destruction of the burrow may result in the unpermitted take of the owl or their eggs.

If a bald eagle (or golden eagle) nest occurs in or near the proposed project area, you should evaluate your project to determine whether it is likely to disturb or harm eagles. The National Bald Eagle Management Guidelines provide recommendations to minimize potential project impacts to bald eagles:

<https://www.fws.gov/migratorybirds/pdf/management/nationalbaldeaglenmanagementguidelines.pdf>

<https://www.fws.gov/birds/management/managed-species/eagle-management.php>.

The Division of Migratory Birds (505/248-7882) administers and issues permits under the MBTA and Eagle Act, while our office can provide guidance and Technical Assistance. For more information regarding the MBTA, BGEPA, and permitting processes, please visit the following: <https://www.fws.gov/birds/policies-and-regulations/incidental-take.php>. Guidance for minimizing impacts to migratory birds for communication tower projects (e.g. cellular, digital television, radio, and emergency broadcast) can be found at:

<https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds/collisions/communication-towers.php>.

Activities that involve streams (including intermittent streams) and/or wetlands are regulated by the U.S. Army Corps of Engineers (Corps). We recommend that you contact the Corps to determine their interest in proposed projects in these areas. For activities within a National Wildlife Refuge, we recommend that you contact refuge staff for specific information about refuge resources.

If your action is on tribal land or has implications for off-reservation tribal interests, we encourage you to contact the tribe(s) and the Bureau of Indian Affairs (BIA) to discuss potential tribal concerns, and to invite any affected tribe and the BIA to participate in the section 7 consultation. In keeping with our tribal trust responsibility, we will notify tribes that may be affected by proposed actions when section 7 consultation is initiated.

We also recommend you seek additional information and coordinate your project with the Arizona Game and Fish Department. Information on known species detections, special status species, and Arizona species of greatest conservation need, such as the western burrowing owl and the Sonoran desert tortoise (*Gopherus morafkai*) can be found by using their Online Environmental Review Tool, administered through the Heritage Data Management System and Project Evaluation Program <https://www.azgfd.com/Wildlife/HeritageFund/>.

For additional communications regarding this project, please refer to the consultation Tracking Number in the header of this letter. We appreciate your concern for threatened and endangered species. If we may be of further assistance, please contact our following offices for projects in these areas:

Northern Arizona: Flagstaff Office 928/556-2001

Central Arizona: Phoenix office 602/242-0210

Southern Arizona: Tucson Office 520/670-6144

Sincerely,

/s/ Jeff Humphrey Field Supervisor

Attachment

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Arizona Ecological Services Field Office

9828 North 31st Ave

#c3

Phoenix, AZ 85051-2517

(602) 242-0210

Project Summary

Consultation Code: 02EAAZ00-2020-SLI-1380

Event Code: 02EAAZ00-2020-E-03053

Project Name: MELLON COMMUNITY CENTER

Project Type: Federal Grant / Loan Related

Project Description: Concho CAN, a non-profit organization, plans to use a 3,800 square foot modular building AT 99 County Road 5050, Concho, Arizona 85936 that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

Construction is prioritized in several phases. First is exterior repairs to the roof involving sheathing repair and painting of the penetration flashing. Next, pressure-treated marine plywood skirting will be installed. The exterior wall will be repaired and siding installed. Two double pane vinyl frame sliders will be installed with flashing and water barrier. Inside, drywall will be installed, textured and painted, and a rubber base added. VCT and sheet vinyl flooring will be installed. The next priorities include fine grading around the building for drainage and installation of 2 exterior doors. Plumbing fixtures and piping will be installed along with electrical power and lighting. ADA compliant stairs, handrails, landings and a ramp will be installed. Next is installation of mechanical units, ductwork, fans and diffusers. PVC paneling will be installed for the restroom walls, as well and insulation and a grid ceiling. The ceiling will be dry walled, painted and textured, and water resistant board will be installed at wet locations. Finally, a concrete ADA parking space will be completed along with a walkway from the space to the front door of the facility.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/34.432894058624385N109.6394826496616W>



Counties: Apache, AZ

Endangered Species Act Species

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Gray Wolf <i>Canis lupus</i> Population: Mexican gray wolf, EXPN population No critical habitat has been designated for this species.	Proposed Experimental Population, Non- Essential

Birds

NAME	STATUS
Yellow-billed Cuckoo <i>Coccyzus americanus</i> Population: Western U.S. DPS There is proposed critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3911	Threatened

Reptiles

NAME	STATUS
Northern Mexican Gartersnake <i>Thamnophis eques megalops</i> There is proposed critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/7655	Threatened

Amphibians

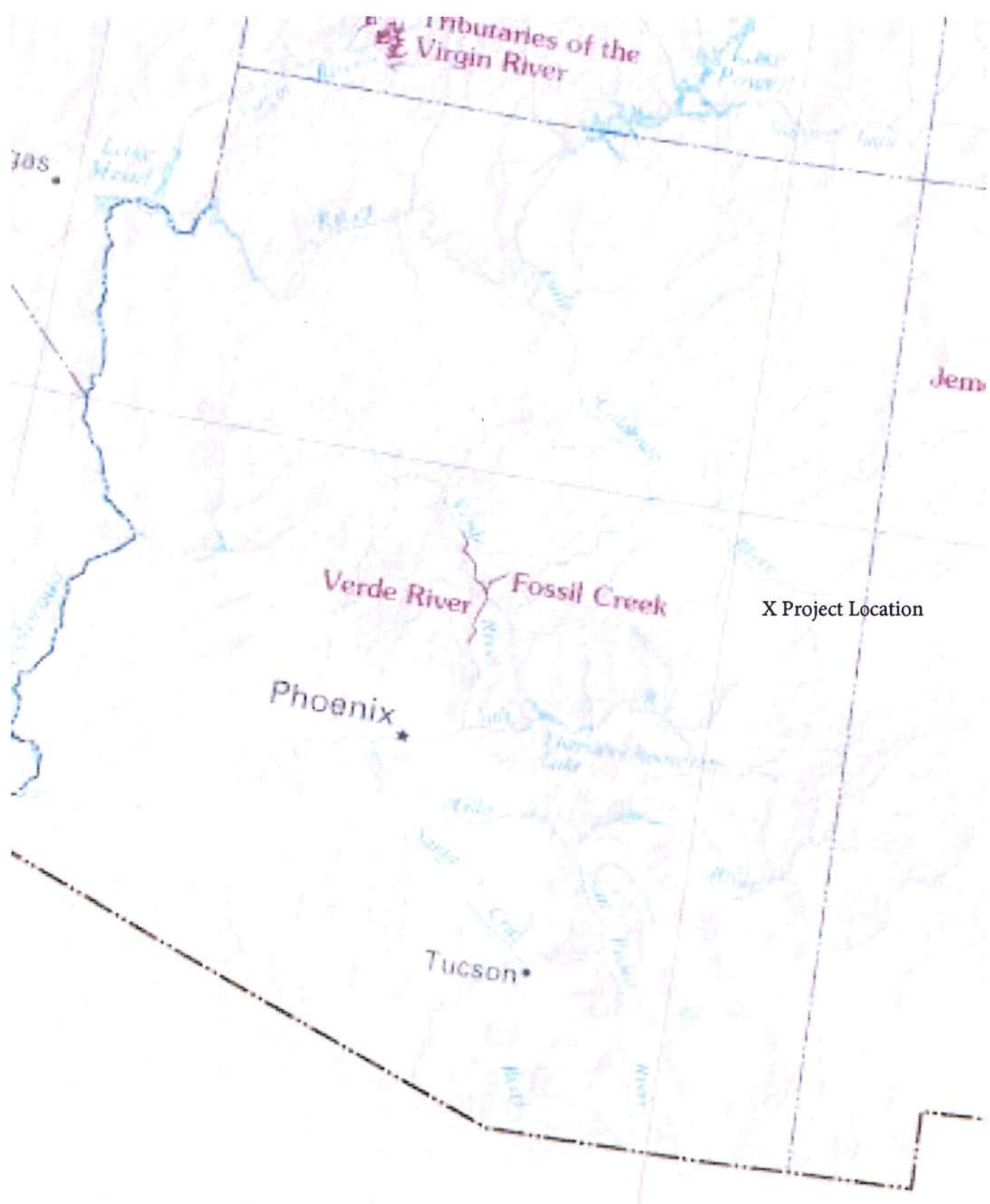
NAME	STATUS
Chiricahua Leopard Frog <i>Rana chiricahuensis</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/1516	Threatened

Fishes

NAME	STATUS
Zuni Bluehead Sucker <i>Catostomus discobolus yarrowi</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3536	Endangered

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.





You are here: EPA Home > Green Book > >National Area and County-Level Multi-Pollutant Information >Arizona Nonattainment/Maintenance Status for Each County by Year for All Criteria Pollutants

Arizona Nonattainment/Maintenance Status for Each County by Year for All Criteria Pollutants

Data is current as of January 31, 2020

Listed by County, NAAQS, Area. The 8-hour Ozone (1997) standard was revoked on April 6, 2015 and the 1-hour Ozone (1979) standard was revoked on June 15, 2005.

* The 1997 Primary Annual PM-2.5 NAAQS (level of 15 µg/m³) is revoked in attainment and maintenance areas for that NAAQS. For additional information see the PM-2.5 NAAQS SIP Requirements Final Rule, effective October 24, 2016. (81 FR 58009)

Change the State:

Important Notes		Download National Dataset: dbf xls Data dictionary (PDF)						
County	NAAQS	Area Name	Nonattainment in Year	Redesignation to Maintenance	Classification	Whole or Part County	Population (2010)	State/County FIPS Codes
ARIZONA								
Cochise County	PM-10 (1987)	Paul Spur/Douglas (Cochise County), AZ	9293949596979899000102030405060708091011121314151617181920	//	Moderate	Part	17,495	04/003
Cochise County	Sulfur Dioxide (1971)	Douglas (Cochise County), AZ	9293949596979899000102030405	05/01/2006		Part	17,495	04/003
Gila County	8-Hour Ozone (2015)	Phoenix-Mesa, AZ	18 19 20	//	Marginal	Part	56	04/007
Gila County	Lead (2008)	Hayden, AZ	14 15 16 17 18 19 20	//		Part	1,284	04/007
Gila County	PM-10 (1987)	Hayden, AZ	9293949596979899000102030405060708091011121314151617181920	//	Moderate	Part	1,587	04/007
Gila County	PM-10 (1987)	Miami, AZ	9293949596979899000102030405060708091011121314151617181920	//	Moderate	Part	15,218	04/007
Gila County	PM-10 (1987)	Payson, AZ	94 95 96 97 98 99 00 01	08/26/2002	Moderate	Part	5,333	04/007
Gila County	Sulfur Dioxide (1971)	Miami (Gila County), AZ	929394959697989900010203040506	03/26/2007		Part	1,514	04/007
Gila County	Sulfur Dioxide (2010)	Hayden, AZ	13 14 15 16 17 18 19 20	//		Part	1,284	04/007

County	NAAQS	Area Name	Nonattainment in Year	Redesignation to Maintenance	Classification	Whole or Part County	Population (2010)	State/County FIPS Codes
Pinal County	8-Hour Ozone (2015)	Phoenix-Mesa, AZ	18 19 20	//	Marginal	Part	143,009	04/021
Pinal County	Lead (2008)	Hayden, AZ	14 15 16 17 18 19 20	//		Part	3,346	04/021
Pinal County	PM-10 (1987)	Hayden, AZ	12 13 14 15 16 17 18 19 20	//	Moderate	Part	9,461	04/021
Pinal County	PM-10 (1987)	Miami, AZ	12 13 14 15 16 17 18 19 20	//	Moderate	Part	0	04/021
Pinal County	PM-10 (1987)	Phoenix, AZ	12 13 14 15 16 17 18 19 20	//	Serious	Part	35,840	04/021
Pinal County	PM-10 (1987)	West Pinal, AZ	12 13 14 15 16 17 18 19 20	//	Moderate	Part	283,032	04/021
Pinal County	PM-2.5 (2006)	West Central Pinal, AZ	11 12 13 14 15 16 17 18 19 20	//	Moderate	Part	52,314	04/021
Pinal County	Sulfur Dioxide (1971)	Hayden (Pinal County), AZ	12 13 14 15 16 17 18 19 20	//		Part	4,844	04/021
Pinal County	Sulfur Dioxide (1971)	San Manuel (Pinal County), AZ	03/18/2008			Part	16,158	04/021
Pinal County	Sulfur Dioxide (2010)	Hayden, AZ	13 14 15 16 17 18 19 20	//		Part	3,346	04/021
Santa Cruz County	PM-10 (1987)	Nogales, AZ	09 10 11 12 13 14 15 16 17 18 19 20	//	Moderate	Part	30,359	04/023
Santa Cruz County	PM-2.5 (2006)	Nogales, AZ	09 10 11 12 13 14 15 16 17 18 19 20	//	Moderate	Part	30,622	04/023
Yuma County	8-Hour Ozone (2015)	Yuma, AZ	18 19 20	//	Marginal	Part	87,254	04/027
Yuma County	PM-10 (1987)	Yuma, AZ	12 13 14 15 16 17 18 19 20	//	Moderate	Part	100,710	04/027

Discover:

Connect:

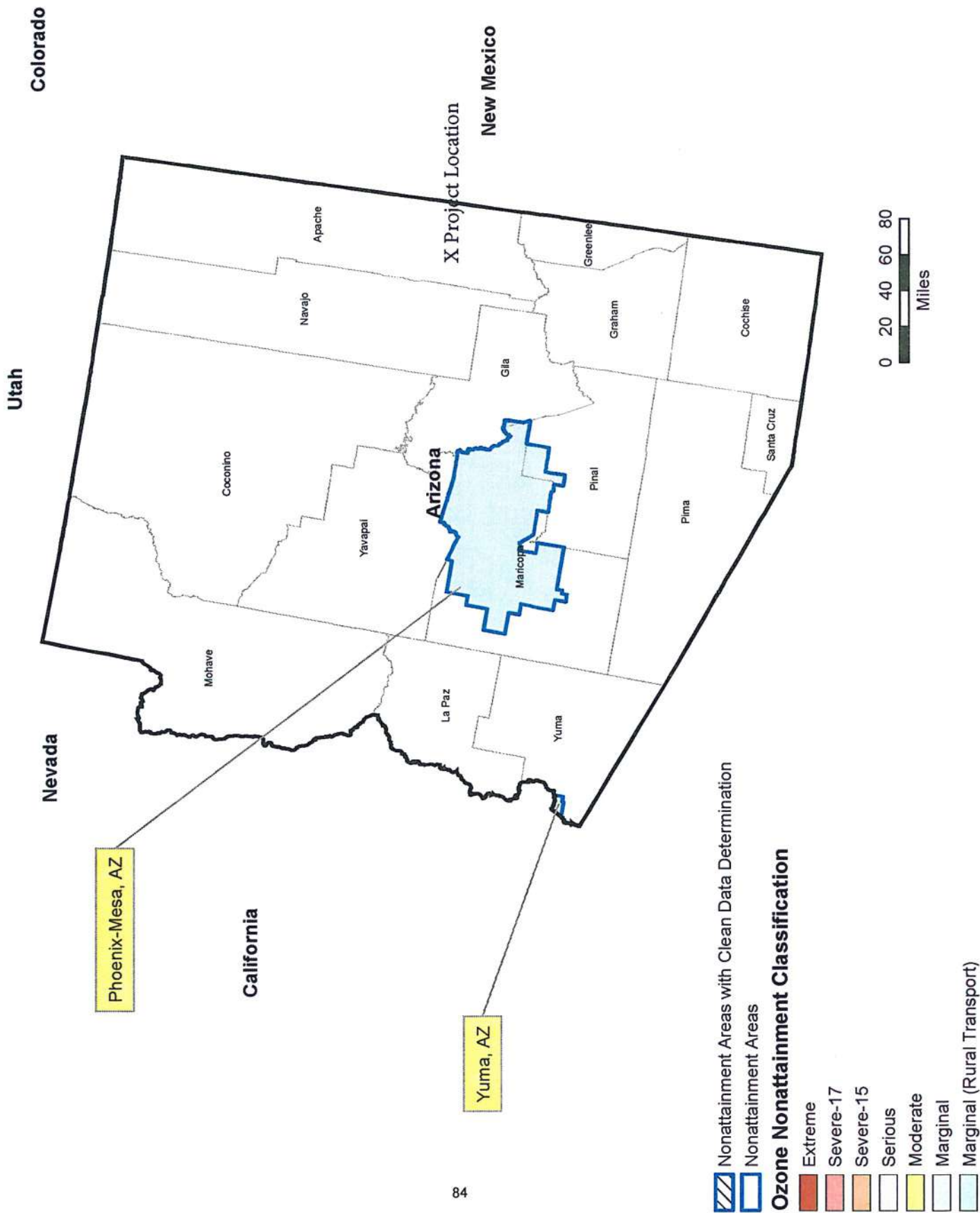
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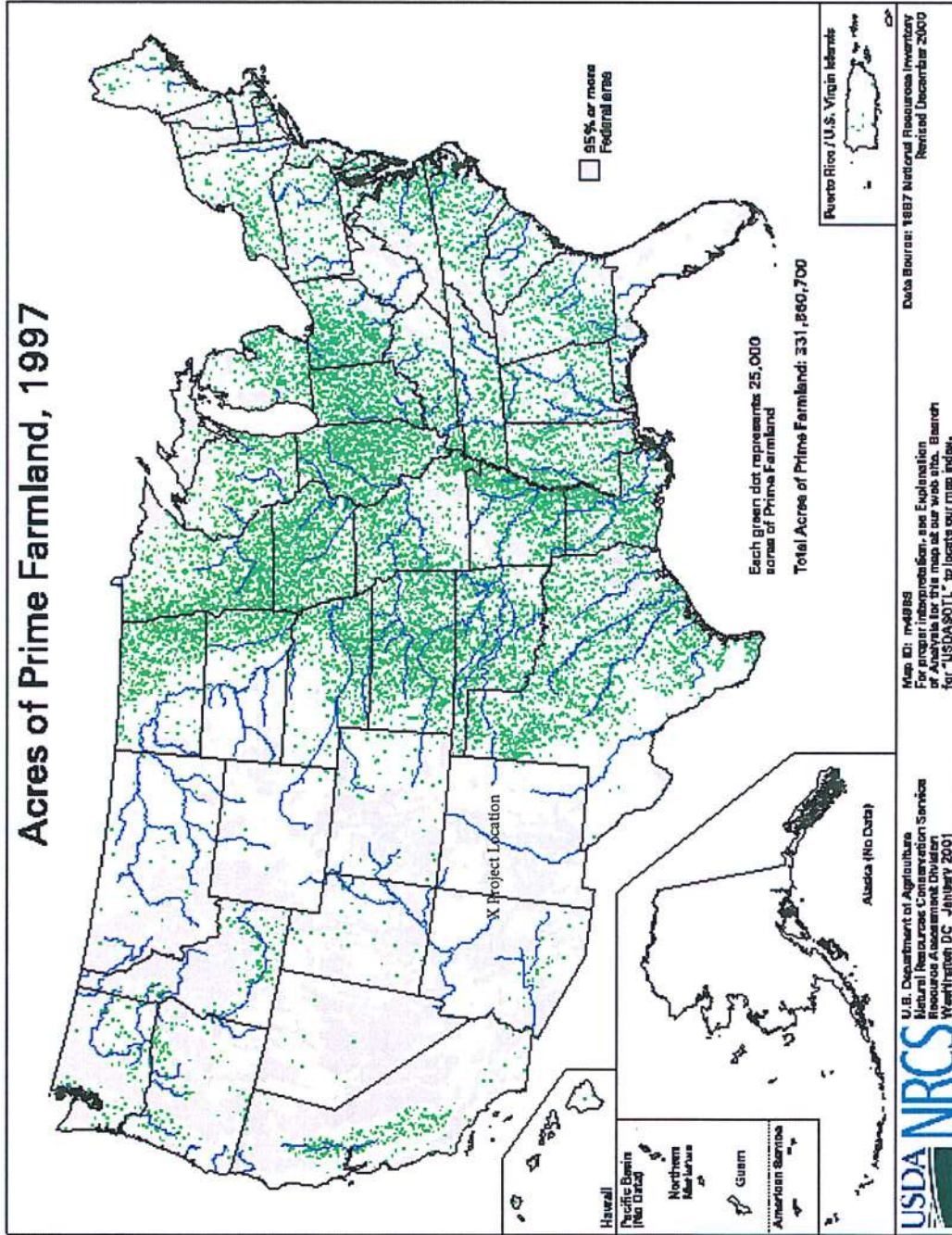
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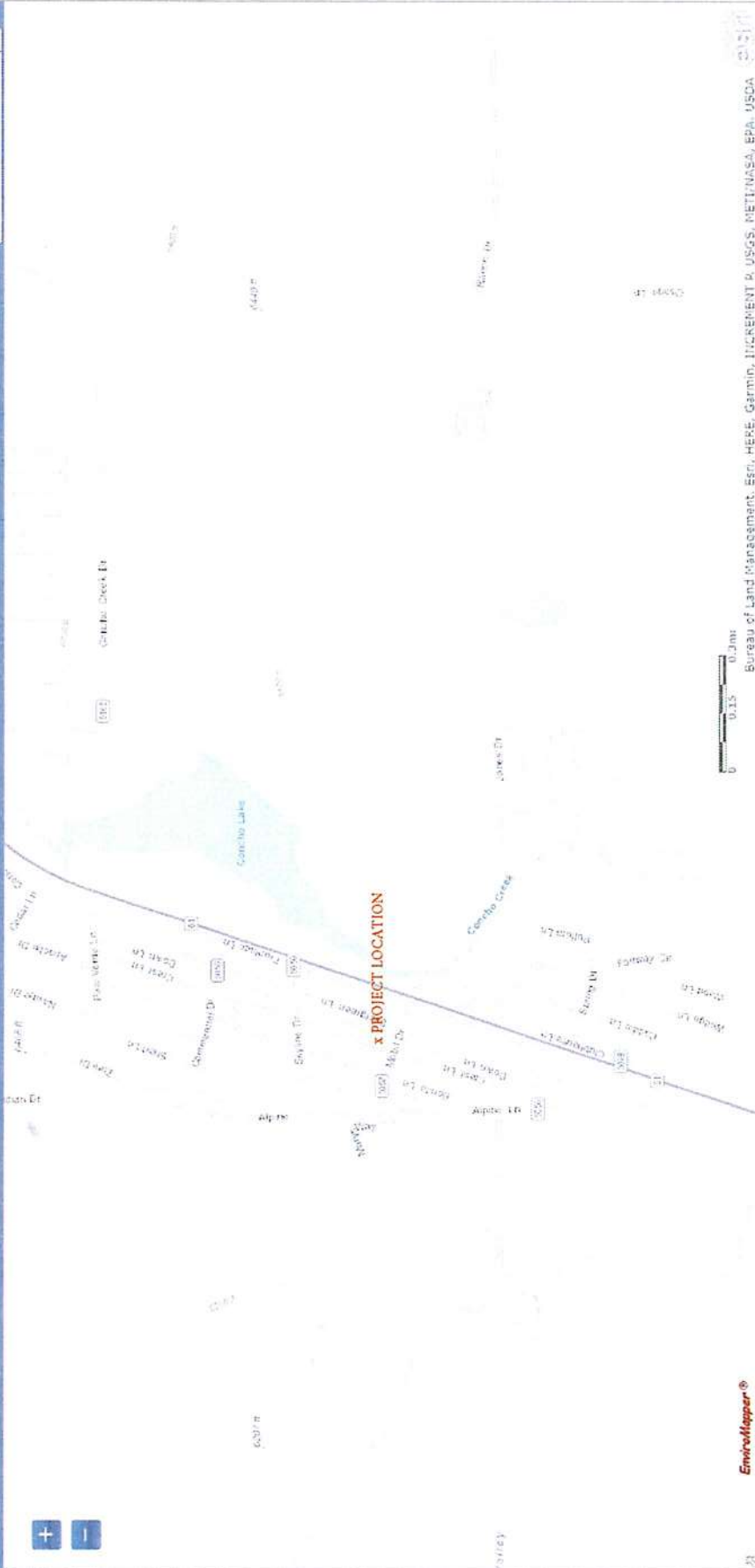
2020-01-31

Arizona 8-hour Ozone Nonattainment Areas (2015 Standard)

08/31/2018







Close

Select EPA program system(s) to map:

- Air Pollution (CERCLA) (0)
- Superfund Sites (HS) (0)
- Toxic Release Info (TRI) (0)
- Hazardous Waste Facilities (0)
- Volatile Organics (VOCES) (0)
- Brownfields (DFLEP) (0)
- Groundwater Reporting (GR) (0)
- Radioactive (0)
- Hazardous Substances Control Act (SCA) (0)

None

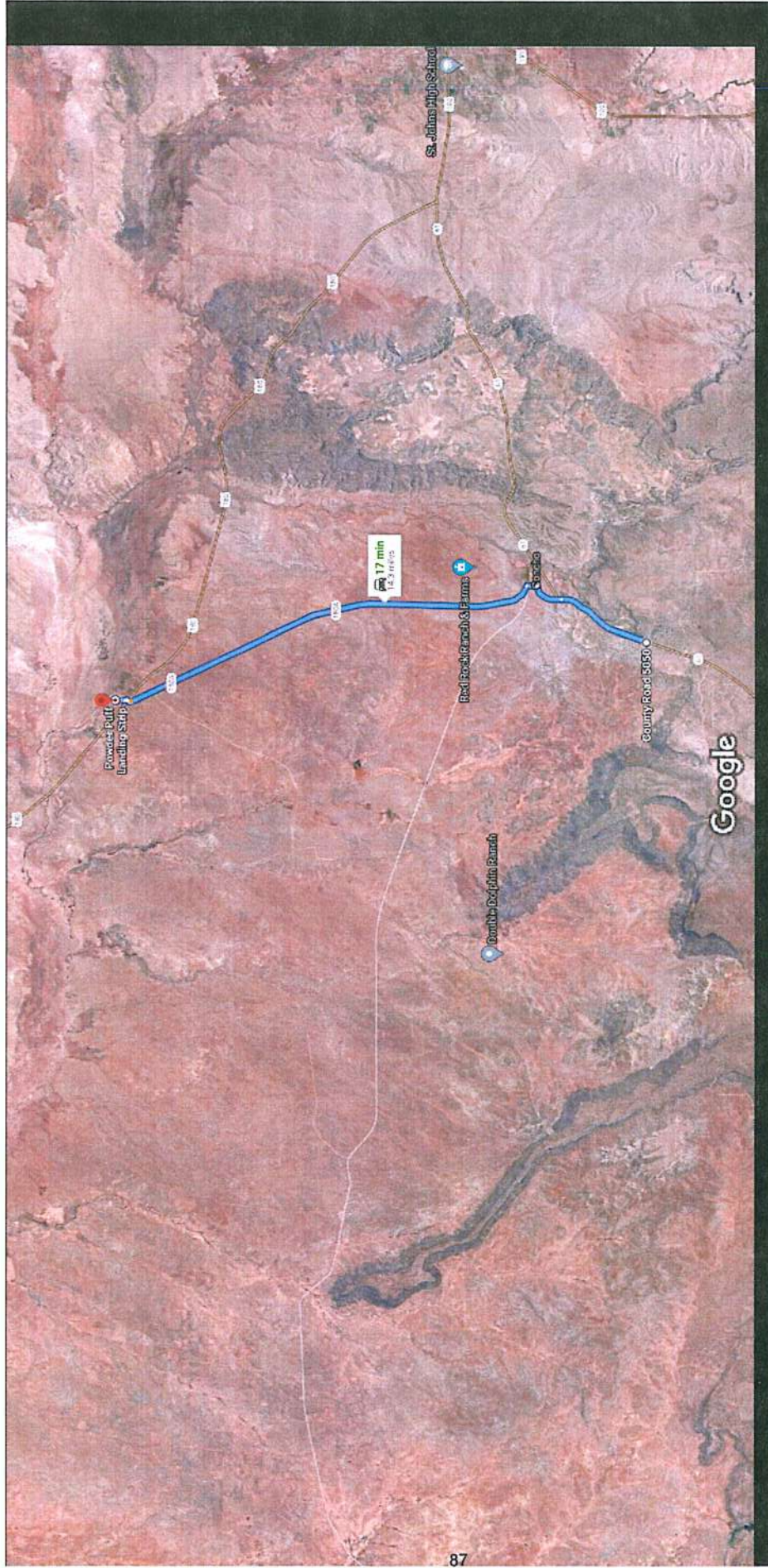
41 20 per page



County Rd 5050, Arizona 85924 to Powder Puff Landing Strip

Concho Mellon Community Center Closest Landing Strip to Project Area

Drive 14.3 miles, 17 min



Imagery ©2020 TerraMetrics, Map data ©2020 2 mi



via AZ-180A N

Fastest route, the usual traffic

17 min

14.3 miles

Explore Powder Puff Landing Strip

Environmental Opinion Sheet:
CDBG: Mellon Community Center

E-4 (B) Compliance Factors; #11b
E-11 (C) Compliance Factors; # 1-17

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B for each area of consideration. Please provide additional information for Option B responses.

(B) 11b. Explosive & Flammable Operations [24 CFR 51C]

Option A

The project is located at an Acceptable Separation Distance (ASD) from any above-ground explosive or flammable fuels or chemicals containers according to "Siting of HUD-Assisted Projects Near Hazardous Facilities" (Appendices F & G, pp. 51-52), OR the project will expose neither people nor buildings to such hazards.

Option B

The project is not located at an Acceptable Separation Distance (ASD) from an above-ground explosive or flammable fuels or chemicals container OR the project will expose people or buildings to such hazards. Mitigating measures recommended:

Environmental Opinion Sheet:
CDBG: Mellon Community Center

1. Conformance with Plans, Compatible Land Use and Zoning, Scale and Urban Design

Option A

The project is consistent with completed components of local plans and supporting zoning. There are no incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands. If the project locates water/sewer lines in a base flood hazard zone, it will not induce development into such a hazardous area. There are no secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning. No new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found.

Option B

The project is not consistent with completed components of local plans and supporting zoning. There are incompatible land use relationships due to opposing functional needs or encroachment tendencies of one use upon the other, i.e., overcrowding of buildings on the land, non-conforming land uses, non-conforming use of buildings, inducing excess traffic, creation of excess noise and similar day-to-day demands; if the project locates water/sewer lines in a base flood hazard zone, it will induce development into such a hazardous area; there are secondary impacts occurring such as encouraging urban sprawl prior to development of an adequate growth management plan and supportive zoning; and/or new development will be imposed in an existing neighborhood that would aggravate the transitional character of the neighborhood or increase new unwanted intrusions, i.e., introduction of off street or on street parking, introduction of lighting to a park to encourage night use of a park area where none was previously found. If the project is to continue, provide a supporting discussion explaining the decision basis. Identify areas where the project may conform to local planning objectives. Identify any anticipated functional conflicts and plans for mitigation where necessary.

Environmental Opinion Sheet:
CDBG: Mellon Community Center

2. Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff

Option A

The area is not impacted by fissures, expansive soils or other destabilizing conditions. There is no evidence of mud slides, other earth movements or slump occurrences. No neighboring retaining walls are tilting from possible past earth movement or that might indicate conditions prone to sliding. The area is not impacted by excessive erosion; there is no evidence of excessive erosion on the site; storm runoff will not impact the site by causing excessive erosion (if so, it is mitigated by site improvements); and the soils report or local development review body does not identify issues with erosion. The soils are suitable for the proposed use and if not, an explanation as to how the soils are being modified and augmented to ensure suitability.

Option B

The area is impacted by fissures, expansive soils or other destabilizing conditions; the soils are not suitable for the proposed use. There is evidence of mud slides, other earth movements and/or slump occurrences. There is evidence of neighboring retaining walls tilting from possible earth movement or that might indicate conditions prone to sliding. The area is impacted by excessive erosion or there is evidence of excessive erosion on the site; storm runoff will impact the site by causing excessive erosion; or the soils report or local development review body has identified issues with erosion. Soil stabilization is required as part of the permitting process. The following additional action is recommended:

3. Hazards and Nuisances including Site Safety

Option A

The project site is not measurably impacted by hazards and nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

Option B

The project site is negatively impacted by hazards and nuisances i.e. the presence of rodent infestation; nuisances from odors; glare; dust; vibration; inadequate street lighting; improperly screened drains or catchments; abandoned-dilapidated buildings improperly boarded-up; unscreened quarries or other excavation works; dangerous intersections; hazardous; unrepaired street conditions; street pounding causing nuisance ingress and egress problems to the project area; and similar safety concerns.

Environmental Opinion Sheet: CDBG: Mellon Community Center

4. Energy Consumption

Option A

The project will not have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

Option B

The project will have a measurable effect on energy consumption. Energy consumption is viewed in a two-fold manner: (1) energy consumed directly by the facility to be constructed as to heating and cooling, hot water and, (2) energy consumed indirectly or induced by the facility, consumed chiefly in the transportation of people and goods to and from the project.

5. Demographic Character Changes, Displacement

Option A

The project will not measurably alter the tenant-owner status of the area. No special services or social services will be needed, i.e., relocation services, home maintenance counseling or assistance. No segments of the population will become isolated by the project. The project will not negatively affect the vacancy ratio. No special social service needs will be created in the project impact area as a result of population composition changes, i.e. job counseling, youth services, elderly services, child care, visiting nursing service. The project will not displace individuals, families or businesses; or if the project will displace individuals, families or businesses, appropriate relocation services are available.

Option B

The project will measurably alter the tenant-owner status of the area; special services or social services will be needed, i.e., relocation services, home maintenance counseling or assistance; segments of the population will become isolated by the project; the project will negatively affect the vacancy ratio; and/or special social service needs will be created in the project impact area as a result of population composition changes, i.e. job counseling, youth services, elderly services, child care, visiting nursing service. The project will displace individuals, families or businesses, and appropriate relocation services are not available. The following action is recommended:

Environmental Opinion Sheet: CDBG: Mellon Community Center

6. Employment and Income Patterns

Option A

The project will create conditions favorable to the continuation and/or expansion of commercial or industrial business life, and project area residents will directly benefit. There will be no negative impacts on the project area's residential life. Employment opportunities will be available to the locally unemployed or underemployed. There will be more entrepreneurial opportunities available to the local population. Housing stock will not be affected if a high number of new, outside employees are imported.

Option B

The project will create conditions unfavorable to the continuation and/or expansion of commercial or industrial business life; project area residents will not directly benefit from any expansion of commercial or industrial business life; there will be negative impacts on the project area's residential life; employment opportunities and entrepreneurial opportunities will not be available to the local population; and/or housing stock will be affected if a high number of new, outside employees are imported. The following action is recommended:

7. Educational Facilities, Cultural Facilities

Option A

The project will not negatively impact local schools or cultural facilities. Sufficient capacity is available. The project does not affect safe access to existing schools or cultural facilities. No special education services will be needed as a result of the project.

Option B

The project will negatively impact the local schools; sufficient capacity is not available; the project does affect safe access to existing schools; and/or special education services will be needed as a result of the project. The following action is recommended:

8. Commercial Facilities

Option A

The project will not impact commercial service facilities. Additional commercial services are not needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries have convenient and safe access to a full range of commercial services.

Option B

The project will impact commercial service facilities. Additional commercial services are needed to assure that project area residents have a full range of services at competitive prices. Project beneficiaries do not have convenient and safe access to a full range of commercial services.

Environmental Opinion Sheet: CDBG: Mellon Community Center

9. Health Care and Social Services

Option A

Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers.

Option B

Project beneficiaries have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, and/or youth recreation centers. The following action is recommended:

10. Solid Waste, Recycling

Option A

The project will not generate substantial amounts of solid wastes; the local disposal system can adequately service the project over its expected lifetime; collection services are adequate; there are no local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is practicable.

Option B

The project will generate substantial amounts of solid wastes; the local disposal system cannot adequately service the project over its expected lifetime; collection services are not adequate; there are local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is not practicable. The following action is recommended:

Environmental Opinion Sheet: CDBG: Mellon Community Center

11. Wastewater, Sanitary Sewers

Option A

The existing wastewater systems adequately service the proposed project. The project design capacity will not be exceeded. The project beneficiaries will not be adversely affected by the wastewater treatment facility. The wastewater treatment plan is approved by appropriate health officials. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. The project will not cause an overloading of the design capacity of the storm water facilities. Project beneficiaries are not subject to temporary flooding or ponding impacts in terms of impairment of access to residence.

Option B

The existing wastewater systems do not adequately service the proposed project; the project design capacity will be exceeded; the project beneficiaries will be adversely affected by the wastewater treatment facility; and/or the wastewater treatment plan is not approved by appropriate health officials. Existing or planned storm water disposal and treatment systems do not adequately service the project or project beneficiaries; the project will cause an overloading of the design capacity of the storm water facilities; and/ or project beneficiaries are subject to temporary flooding or ponding impacts in terms of impairment of access to residence. The following action is recommended:

12. Water Supply

Option A:

There is a potable water supply available for the project beneficiaries.

Option B:

There is not a potable water supply available for the project beneficiaries; or the potable water supply is not periodically inspected by health officials. The following action is recommended:

13. Public Safety (Police, Fire, Emergency Medical)

Option A

The project will not impact police, fire and emergency services, or create obstacles for emergency vehicles in meeting their responsibilities.

Option B

The project will negatively impact police, fire and emergency services.

Environmental Opinion Sheet:
CDBG: Mellon Community Center

The following action is recommended:

14. Park, Open Space and Recreation

Option A

The project will not impact any parks, open spaces or recreation areas or lessen accessibility or availability to spaces or services.

Option B

The project will impact parks, open spaces, and/or recreation areas; or will lessen accessibility or availability to spaces or services. The following action is recommended:

15. Transportation

Option A

If applicable to project objectives, there is adequate access to the locally recognized public transportation system. The service is directly and conveniently available. Project beneficiaries do not need special transportation considerations due to inadequacy of convenient shopping services. The project will not reduce the mobility of the population.

Option B

If applicable to project objectives, there is not adequate access to the locally recognized public transportation system; the service is not directly and conveniently available; project beneficiaries do need special transportation considerations due to inadequacy of convenient shopping services; and/or the project will reduce the mobility of the population. The following action is recommended:

16. Unique Natural Resources, Water Resources

Option A

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

Option B

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the

Environmental Opinion Sheet:
CDBG: Mellon Community Center

impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:


17. Vegetation and Wildlife

Option A

The project will not damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, nor will the project create environmental conditions eliminating plant life without mitigation measures. OR The project may create conditions favorable to the proliferation of pest species, i.e., rats, flies and mosquitoes.

Option B

The project has the potential to damage or destroy existing remnant plant communities, wildlife habitat, or their food chain, or the project may create environmental conditions eliminating plant life without mitigation measures.



Signature

10/8/2020

Date

Devin Brown - Apache County Community Development Director

Printed Name and Title

Apache County

Agency

THANK YOU!

Environmental Opinion Sheet

CDBG: MELLON COMMUNITY CENTER

E-11 (C) Environmental Assessment Checklist; # 2, 4, 10, 11, 16

These are the environmental considerations issued by the Arizona Department of Housing CDBG Program. Please check Option A or Option B. Please provide additional information for an Option B response.

(C) 2. Soil Suitability, Slope, Erosion, Drainage, Stormwater runoff

Option A

The area is not impacted by fissures, expansive soils or other destabilizing conditions. There is no evidence of mud slides, other earth movements or slump occurrences. No neighboring retaining walls are tilting from possible past earth movement or that might indicate conditions prone to sliding. The area is not impacted by excessive erosion; there is no evidence of excessive erosion on the site; storm runoff will not impact the site by causing excessive erosion (if so, it is mitigated by site improvements); and the soils report or local development review body does not identify issues with erosion. The soils are suitable for the proposed use and if not, an explanation as to how the soils are being modified and augmented to ensure suitability.

Option B

The area is impacted by fissures, expansive soils or other destabilizing conditions; the soils are not suitable for the proposed use. There is evidence of mud slides, other earth movements and/or slump occurrences. There is evidence of neighboring retaining walls tilting from possible earth movement or that might indicate conditions prone to sliding. The area is impacted by excessive erosion or there is evidence of excessive erosion on the site; storm runoff will impact the site by causing excessive erosion; or the soils report or local development review body has identified issues with erosion. Soil stabilization is required as part of the permitting process. The following additional action is recommended:

(C) 4. Energy Consumption

Option A

The energy consumed directly by the facility (heating, cooling, hot water) or energy consumed indirectly or induced by the facility (transportation of people and goods to and from the project) will not be a burden to the owner/operator or to society.

Option B

The energy consumed directly by the facility (heating, cooling, hot water) or energy consumed indirectly or induced by the facility (transportation of people and goods to and from the

Environmental Opinion Sheet

CDBG: MELLON COMMUNITY CENTER

project) will be a burden to the owner/operator or to society. The following action is recommended:

(C) 10. Solid Waste, Recycling

Option A

The project will not generate substantial amounts of solid wastes; the local disposal system can adequately service the project over its expected lifetime; collection services are adequate; there are no local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is practicable.

Option B

The project will generate substantial amounts of solid wastes; the local disposal system cannot adequately service the project over its expected lifetime; collection services are not adequate; there are local concerns as to the potential health threats from the collection practices or from the solid disposal facility; and/or recycling of project-generated solid waste is not practicable. The following action is recommended:

(C) 11. Wastewater, Sanitary Sewers

Option A:

The existing wastewater systems adequately service the proposed project. The project design capacity will not be exceeded. The project beneficiaries will not be adversely affected by the wastewater treatment facility. The wastewater treatment plan is approved by appropriate health officials. Existing or planned storm water disposal and treatment systems adequately service the project or project beneficiaries. The project will not cause an overloading of the design capacity of the storm water facilities. Project beneficiaries are not subject to temporary flooding or ponding impacts in terms of impairment of access to residence.

Option B:

The existing wastewater systems do not adequately service the proposed project; the project design capacity will be exceeded; the project beneficiaries will be adversely affected by the wastewater treatment facility; and/or the wastewater treatment plan is not approved by appropriate health officials. Existing or planned storm water disposal and treatment systems do not adequately service the project or project beneficiaries; the project will cause an overloading of the design capacity of the storm water facilities; and/ or project beneficiaries are subject to temporary flooding or ponding impacts in terms of impairment of access to residence. The following action is recommended:

Environmental Opinion Sheet

CDBG: MELLON COMMUNITY CENTER


(C) 16. Unique Natural Resources, Water Resources

X Option A:

The project will not use local groundwater resources or wells. There is no known high water table that should be considered during construction. There is no possible subsidence problem due to overreliance on wells or groundwater resources. There is no on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource. There is no evidence of impounding water on the site. The project will not significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities.

_____ Option B:

The project will affect local groundwater resources and wells; there is a known high water table that should be considered during construction; and/or there is a possible subsidence problem due to overreliance on wells or groundwater resources. There is on-site seepage or springs that may indicate potential drainage problems or problems of impacting a groundwater resource; there is evidence of impounding water on the site; and/or the project will significantly add to the impervious surface in the impact area and thereby increase demands on drainage facilities. The following action is recommended:

Signature  _____ Date 9-2-20 _____
Printed Name and Title J. Ferrin Crosby Apache County Engineer _____
Agency Apache County _____

THANK YOU!

(Project Engineer or Architect)

Environmental Opinion Sheet

CDBG: MELLON COMMUNITY CENTER

(C) 9. Health Care and Social Services

X Option A

Project beneficiaries do not have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will not be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, youth recreation centers.

_____ Option B

Project beneficiaries have unrecognized health service needs, i.e., emergency medical services, ambulance services, visiting health service for the elderly or homebound. Project objectives will be influenced by the availability or lack of special social services, i.e., children support groups, childcare centers, family counseling centers, services for the elderly, and/or youth recreation centers. The following action is recommended:

Leon Butler
Signature

Sept 28, 2020
Date

LEON BUTLER President
Printed Name and Title

Concho CAN
Agency

THANK YOU!

(Social Service Agencies)



October 5, 2020

Chloe Van Hoose
NACOG
119 E. Aspen Ave
Flagstaff, AZ 86001

Electronically submitted to: cvanhoose@nacog.org

Re: Review of the Mellon Community Center Rehabilitation project

Dear Ms. Van Hoose:

The Arizona Game and Fish Department (Department) reviewed your Project Evaluation Request dated September 2, 2020, regarding the completion of a commercial rehabilitation on a modular building in Concho, Arizona. As the proposed project is located in a previously disturbed area, with the present habitat providing relatively low value to wildlife, the Department does not anticipate any significant adverse impacts to wildlife resources would occur as a result of this project.

Thank you for the opportunity to review this project. The report created for you (attached) on Arizona's Online Environmental Review Tool should provide general recommendations and additional contact information. If you have any questions regarding this letter, please contact me at (623) 236-7222.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Cavalcant".

Andrew Cavalcant
Project Evaluation Program Specialist, Habitat Branch
Arizona Game and Fish Department

cc: Ginger Ritter, Project Evaluation Program Supervisor
Dave Dorum, Habitat Program Manager, Region I

AGFD# M20-09030112

azgfd.gov | 602.942.3000

5000 W. CAREFREE HIGHWAY, PHOENIX AZ 85086

GOVERNOR: DOUGLAS A. DUCEY **COMMISSIONERS:** CHAIRMAN KURT R. DAVIS, PHOENIX | LELAND S. "BILL" BRAKE, ELGIN
JAMES E. COUGHNOUR, PAYSON | TODD G. GEILER, PRESCOTT | ERIC S. MARKS, TUCSON **DIRECTOR:** TY E. GRAY **DEPUTY DIRECTOR:** TOM P. FINLEY

Arizona Environmental Online Review Tool Report



Arizona Game and Fish Department Mission

To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:

Mellon Community Center Project-Apache Cnty

Project Description:

completing commercial rehabilitation on a modular building

Project Type:

CDBG: Community Development Block Grant, Demolition of Existing Structure/Removal of Blight

Contact Person:

Andrew Cavalcant

Organization:

AZGFD

On Behalf Of:

OTHER

Project ID:

HGIS-12133

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. **HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.**

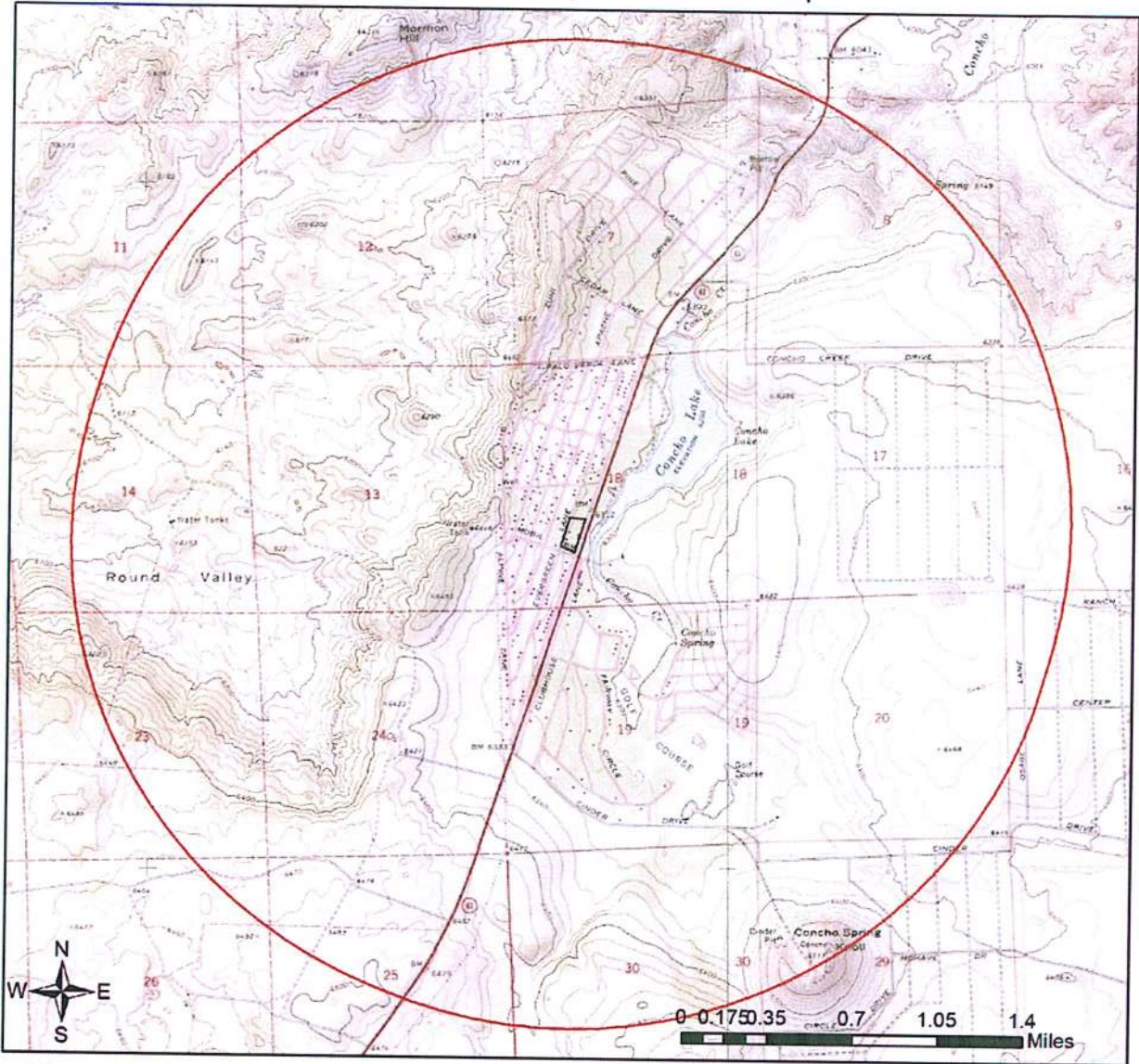
Locations Accuracy Disclaimer:

Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
Project Evaluation Program, Habitat Branch
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086-5000
Phone Number: (623) 236-7600
Fax Number: (623) 236-7366
Or
PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Mellon Community Center Project-Apache Cnty USA Topo Basemap With Locator Map



- Project Boundary
- Buffered Project Boundary

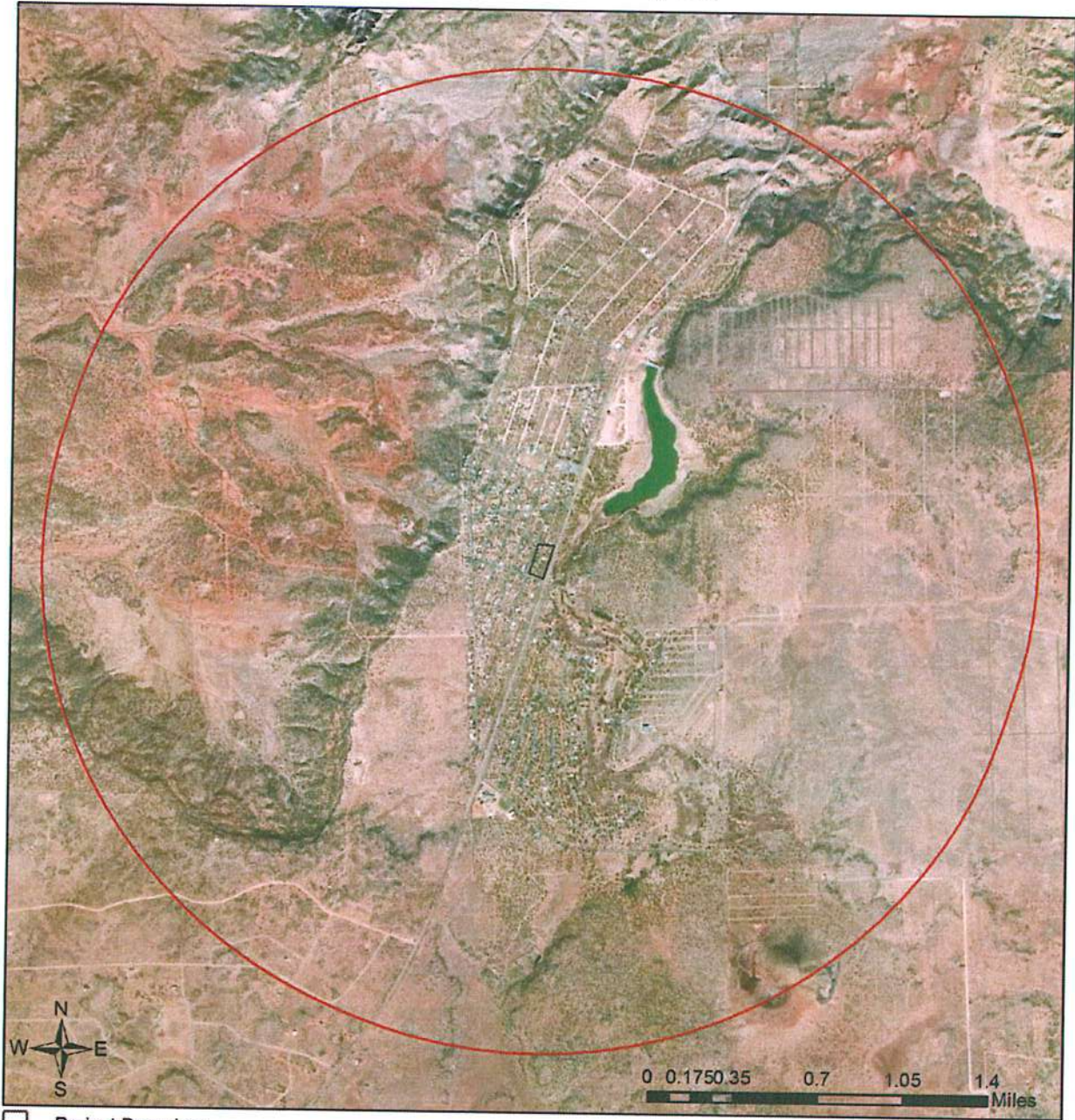
Project Size (acres): 5.39
Lat/Long (DD): 34.4370 / -109.6367
County(s): Apache
AGFD Region(s): Pinetop
Township/Range(s): T12N, R26E
USGS Quad(s): CONCHO LAKE

Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap



Mellon Community Center Project-Apache Cnty

Web Map As Submitted By User



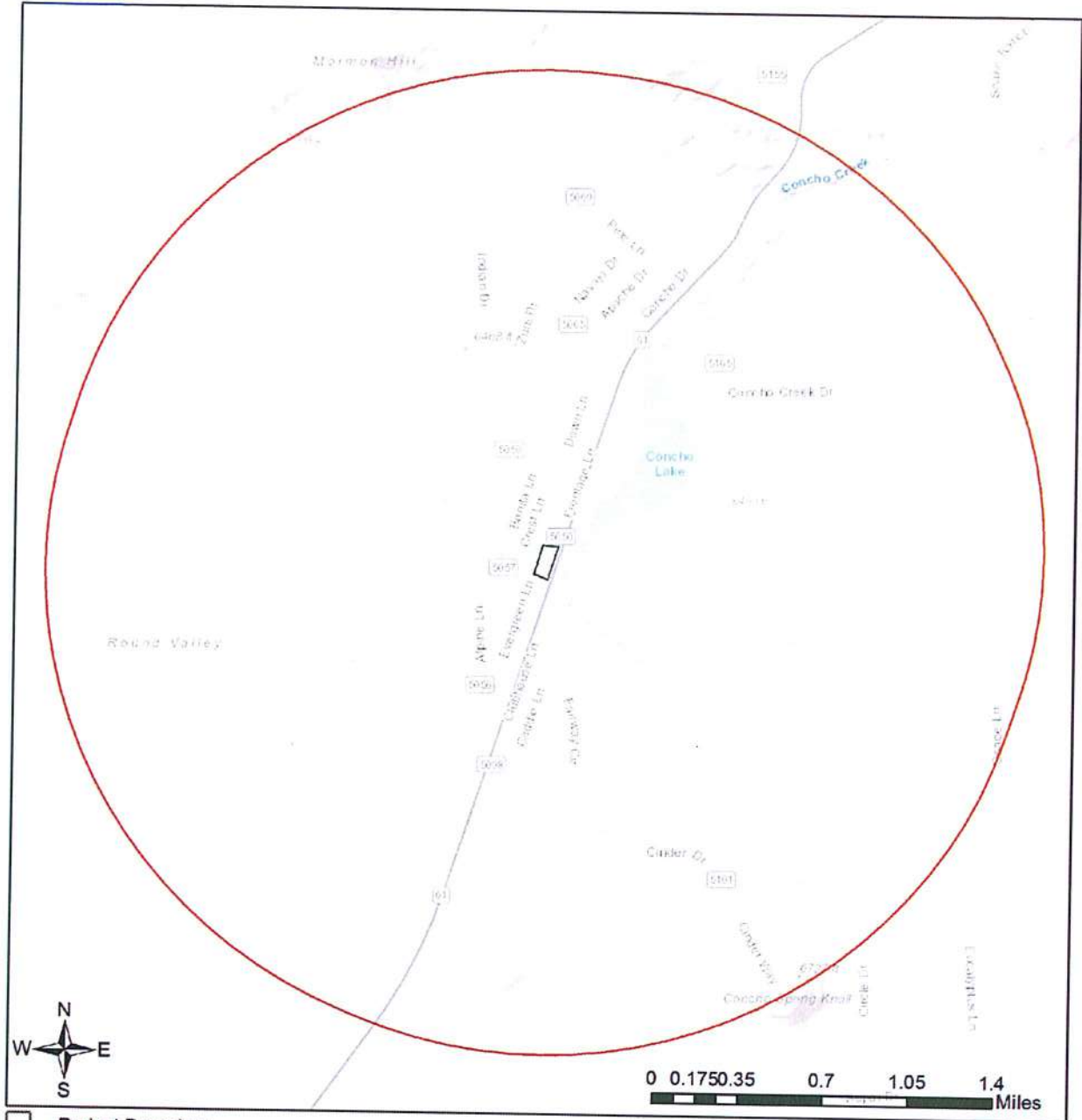
- Project Boundary
- Buffered Project Boundary

Project Size (acres): 5.39
 Lat/Long (DD): 34.4370 / -109.6367
 County(s): Apache
 AGFD Region(s): Pinetop
 Township/Range(s): T12N, R26E
 USGS Quad(s): CONCHO LAKE

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Mellon Community Center Project-Apache Cnty

Important Areas



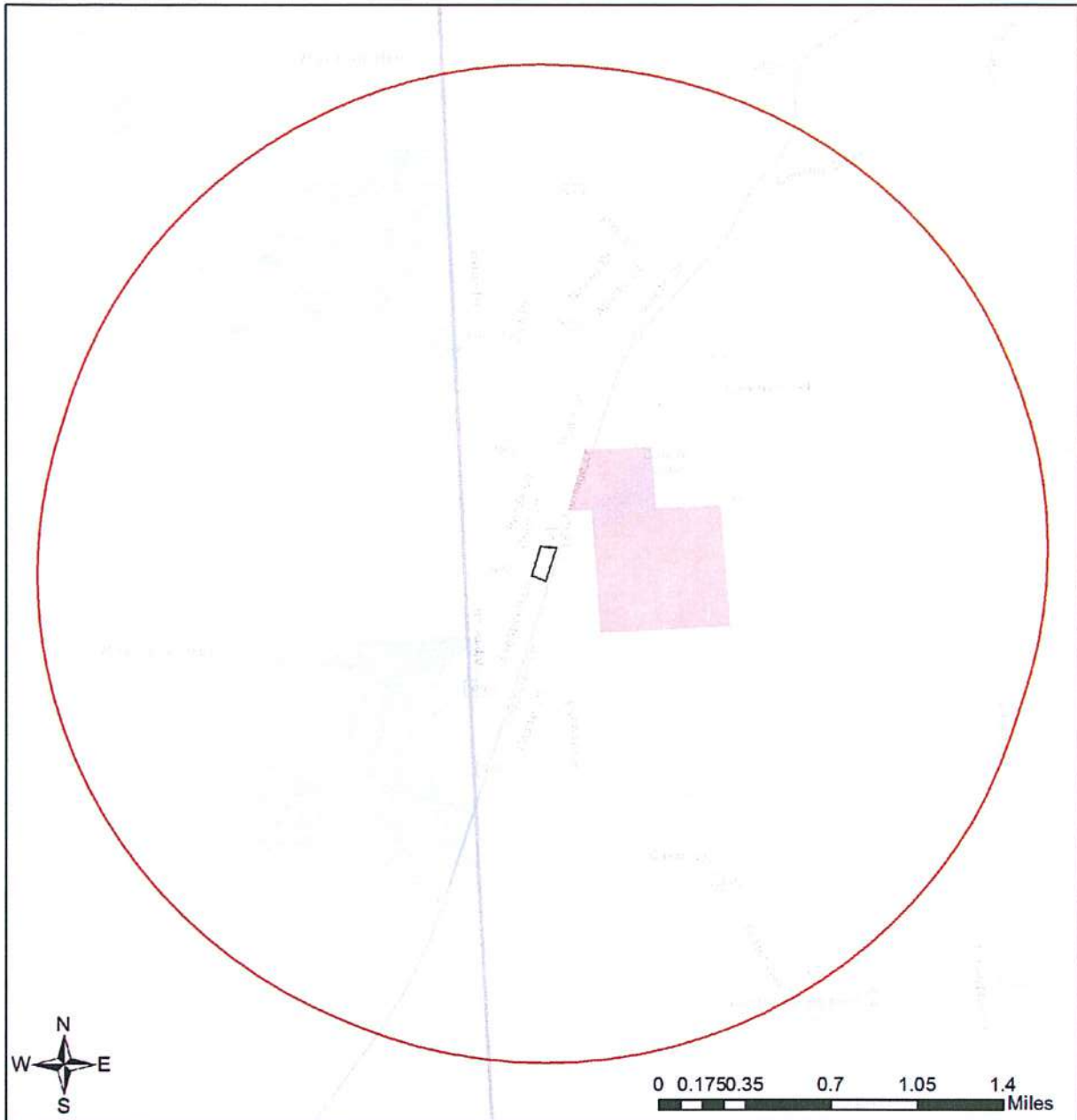
- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 5.39
 Lat/Long (DD): 34.4370 / -109.6367
 County(s): Apache
 AGFD Region(s): Pinetop
 Township/Range(s): T12N, R26E
 USGS Quad(s): CONCHO LAKE

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Mellon Community Center Project-Apache Cnty

Township/Ranges and Land Ownership



- | | |
|---------------------------|------------------------|
| Project Boundary | Military |
| Buffered Project Boundary | Mixed/Other |
| Township/Ranges | National Park/Mon. |
| Land Ownership | Private |
| AZ Game & Fish Dept. | State & Regional Parks |
| BLM | State Trust |
| BOR | US Forest Service |
| Indian Res. | Wildlife Area/Refuge |

Project Size (acres): 5.39
 Lat/Long (DD): 34.4370 / -109.6367
 County(s): Apache
 AGFD Region(s): Pinetop
 Township/Range(s): T12N, R26E
 USGS Quad(s): CONCHO LAKE

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Special Status Species Documented within 2 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
<i>Aquila chrysaetos</i>	Golden Eagle	BGA		S		1B
<i>Haliaeetus leucocephalus</i> (wintering pop.)	Bald Eagle - Winter Population	SC, BGA	S	S		1A

Note: Status code definitions can be found at <https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/>

Special Areas Documented within the Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
N/A	Apache/Navajo Counties Wildlife Movement Area - Landscape					

Note: Status code definitions can be found at <https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/>

Species of Greatest Conservation Need Predicted within the Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
<i>Accipiter gentilis</i>	Northern Goshawk	SC	S	S		1B
<i>Ambystoma mavortium nebulosum</i>	Arizona Tiger Salamander					1B
<i>Anodonta californiensis</i>	California Floater	SC	S			1A
<i>Antilocapra americana americana</i>	American Pronghorn					1B
<i>Aquila chrysaetos</i>	Golden Eagle	BGA		S		1B
<i>Baeolophus ridgwayi</i>	Juniper Titmouse					1C
<i>Buteo regalis</i>	Ferruginous Hawk	SC		S		1B
<i>Buteo swainsoni</i>	Swainson's Hawk					1C
<i>Callipepla squamata</i>	Scaled Quail					1C
<i>Castor canadensis</i>	American Beaver					1B
<i>Chordeiles minor</i>	Common Nighthawk					1B
<i>Chrysemys picta</i>	Painted Turtle					1B
<i>Corynorhinus townsendii pallescens</i>	Pale Townsend's Big-eared Bat	SC	S	S		1B
<i>Cynomys gunnisoni</i>	Gunnison's Prairie Dog	SC		S		1B
<i>Empidonax wrightii</i>	Gray Flycatcher					1C
<i>Euderma maculatum</i>	Spotted Bat	SC	S	S		1B
<i>Gymnorhinus cyanocephalus</i>	Pinyon Jay			S		1B
<i>Haliaeetus leucocephalus</i>	Bald Eagle	SC, BGA	S	S		1A
<i>Lithobates pipiens</i>	Northern Leopard Frog		S	S		1A
<i>Melospiza lincolnii</i>	Lincoln's Sparrow					1B
<i>Microtus mexicanus</i>	Mexican Vole					1B
<i>Mustela nigripes</i>	Black-footed Ferret	LE,XN				1A
<i>Myotis occultus</i>	Arizona Myotis	SC		S		1B

Species of Greatest Conservation Need Predicted within the Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Myotis yumanensis	Yuma Myotis	SC				1B
Neotoma stephensi	Stephen's Woodrat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Panthera onca	Jaguar	LE				1A
Perognathus flavus goodpasteri	Springerville Pocket Mouse	SC	S			1B
Peromyscus nasutus	Northern Rock Deer mouse					1B
Rallus limicola	Virginia Rail					1C
Sphyrapicus nuchalis	Red-naped Sapsucker					1C
Spizella breweri	Brewer's Sparrow					1C
Strix occidentalis lucida	Mexican Spotted Owl	LT				1A
Sturnella magna	Eastern Meadowlark					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Troglodytes pacificus	Pacific Wren					1B
Vireo vicinior	Gray Vireo		S			1C
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted within the Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Antilocapra americana americana	America Pronghorn					1B
Zenaida macroura	Mourning Dove					

Project Type: CDBG: Community Development Block Grant, Demolition of Existing Structure/Removal of Blight

Project Type Recommendations:

No recommendations have been identified for this project type.

Project Location and/or Species Recommendations:

HDMS records indicate that one or more **Listed, Proposed, or Candidate species** or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at <http://www.fws.gov/southwest/es/arizona/> or:

Phoenix Main Office
 9828 North 31st Avenue #C3
 Phoenix, AZ 85051-2517
 Phone: 602-242-0210
 Fax: 602-242-2513

Tucson Sub-Office
 201 N. Bonita Suite 141
 Tucson, AZ 85745
 Phone: 520-670-6144
 Fax: 520-670-6155

Flagstaff Sub-Office
 SW Forest Science Complex
 2500 S. Pine Knoll Dr.
 Flagstaff, AZ 86001
 Phone: 928-556-2157
 Fax: 928-556-2121

Analysis indicates that your project is located in the vicinity of an identified **wildlife habitat connectivity feature**. The **County-level Stakeholder Assessments** contain five categories of data (Barrier/Development, Wildlife Crossing Area, Wildlife Movement Area- Diffuse, Wildlife movement Area- Landscape, Wildlife Movement Area- Riparian/Washes) that provide a context of select anthropogenic barriers, and potential connectivity. The reports provide recommendations for opportunities to preserve or enhance permeability. Project planning and implementation efforts should focus on maintaining and improving opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer

to: <https://www.azgfd.com/wildlife/planning/habitatconnectivity/identifying-corridors/>.

Please contact the Project Evaluation Program (pep@azgfd.gov) for specific project recommendations.

E-DD AND E-P.4

**COMBINED NOTICE OF NO SIGNIFICANT
IMPACT AND INTENT TO REQUEST RELEASE
OF FUNDS**

E-DD.1: DETERMINING DATES FOR EA

Complete all shaded areas.

NOTE: The ROF date calculated here is for use in the Combined Notice (FONSI) publication. The actual ROF date will be the date indicated on HUD form 7015.16, Authority to Use Grant Funds.

	Days of Comment Periods	Date	Comments	Reference in Combined Notice
First Comment Period Comments are to be directed to the local unit of government that is the grantee, or, if a nonprofit grantee, to ADOH	Date of Publication:	10/30/2020	Enter Date of publication. Save the entire newspaper page to send with the Request for Release of Funds (RROF). Keep extra copy for Environmental Review Record (ERR) file.	Top left hand corner of p.1
	Day 1	10/31/2020	Day 1 of 1 st comment period is the <u>day after</u> publication.	Not Applicable
	2	11/1/2020	List successive dates after Day 1 in the shaded column.	
	3	11/2/2020		
	4	11/3/2020		
	5	11/4/2020		
	6	11/5/2020		
	7	11/6/2020		
	8	11/7/2020		
	9	11/8/2020		
	10	11/9/2020		
	11	11/10/2020		
	12	11/11/2020		
	13	11/12/2020		
	14	11/13/2020		
15	11/14/2020	Is day 15 a business day? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter this date on the next line as the last day of 1 st comment period. If no, enter the next business day after day 15 on the next line as the last day of 1 st comment period.		
Last day of 1st comment period	11/16/2020	(Stop!) The last day of 1 st comment period must be a business day. Do not send RROF prior to close of business on this day. Public is entitled to 15 full days to make comments.	In ¶ entitled "Public Comments"	
On or About Date:	11/17/2020	Date expected to receive the RROF. RROF may be faxed or mailed. If using U.S. mail, allow extra days for delivery and receipt.	1 st sentence of Combined Notice	
Second Comment Period Comments are directed to ADOH or HUD (in the case of nonprofits)	1	11/18/2020	Day 1 of 2 nd comment period is <u>day after</u> the "on or about date," i.e., the day after RROF is received.	Not Applicable
	2	11/19/2020	List successive dates after Day 1 in the shaded column.	
	3	11/20/2020		
	4	11/21/2020		
	5	11/22/2020		
	6	11/23/2020		
	7	11/24/2020		
	8	11/25/2020		
	9	11/26/2020		
	10	11/27/2020		
	11	11/28/2020		
	12	11/29/2020		
	13	11/30/2020		
	14	12/1/2020		
	15	12/2/2020	Is day 15 a business day? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, enter this date on the next line as the last day of 2 nd comment period. If no, enter the next business day after day 15 as the last day of 2 nd comment period.	
Last day of 2nd Comment Period:	12/2/2020	The last day of the 2 nd comment period must be a business day.		
Release of Funds (ROF) Date:	12/3/2020	The day after last day of 2nd comment period. This date does not have to be a business day, but it cannot be a federal holiday. If a federal holiday, use the day after the holiday as the ROF date. This ROF date is calculated here for use in the publication. Actual dates may differ. DO NOT INCUR PROJECT COSTS until <u>written</u> authorization is received informing the grantee of the actual ROF date.		

E-P.4 - COMBINED NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND INTENT TO REQUEST RELEASE OF FUNDS

10/30/2020

Name of Responsible Entity [RE]: Apache County

Address: 75 West Cleveland Street, PO Box 238

City, State, Zip Code: St. Johns, AZ 85936

Telephone Number of RE: (928) 337-7528

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by Apache County

REQUEST FOR RELEASE OF FUNDS

On or about November 17, 2020 Apache County will submit a request to the Arizona Department of Housing for the release of CDBG funds under Title I of the Housing and Development Act of 1974, to undertake a project known as Mellon Community Center for the purpose of:

Concho CAN, a non-profit organization, plans to use \$16,800.00 of federal FY2020 CDBG Administration Funds and \$158,844.00 of FY2020 CDBG Project Funds to rehabilitate a 3,800 square foot modular building that has been placed on a donated parcel of land and repurpose it as the Mellon Community Center. The building will require a new roof, electrical upgrades inside the building, new drywall and paint, a remodeled restroom, flooring, counters and tables. The building will meet current building and electrical codes and comply with ADA guidelines. The parking area will require some grading and compaction to create a compliant hard service and ADA accessibility will be addressed with a parking space and a sidewalk from the parking area to the building.

FINDING OF NO SIGNIFICANT IMPACT

Apache County has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) and may be examined by contacting Malena Bazaruto at (928) 551-1769 or mbazaruto@co.apache.az.us.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to Apache County, 75 West Cleveland Street, PO Box 238, St. Johns, AZ 85936. All comments received by November 16, 2020 will be considered by Apache County prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

Apache County certifies to Arizona Department of Housing that Alton Joe Shepherd in his capacity as Apache County Board of Supervisors Chairman consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. Arizona Department of Housing's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows Apache County to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

Arizona Department of Housing will accept objections to Apache County Request for Release of Funds and Environmental Certification for a period of fifteen days following the submission date specified above or the actual receipt of the request (whichever is later) only if they are on the following bases: a) the certification was not executed by the Certifying Officer of Apache County; b) the RE has omitted a step or failed to make a determination or finding required by HUD regulations at 24 CFR part 58 or by CEQ regulations at 40 CFR 1500-1508, as applicable; c) the RE has omitted one or more steps in the preparation, completion or publication of the Environmental Assessment or Environmental Impact Study per 24 CFR Subparts E, F or G of Part 58, as applicable; d) the grant recipient or other participant in the development process has committed funds for or undertaken activities not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification; e) another Federal, State or local agency has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to *Arizona Department of Housing* at 1110 W Washington Street #280, Phoenix, AZ 85007. Potential objectors should contact *Arizona Department of Housing* to verify the actual last day of the objection period.

Signature of Certifying Officer

Alton Joe Shepherd, Chairman, Apache County Board of Supervisors

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

District III

Date/Signature: 11/2/20



//

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

Discussion and possible approval of Memorandum of Understanding with the Bureau of Land Management (BLM) granting cooperating agency status to Apache County during the process of preparing an Environmental Impact Statement (EIS) for the Federal livestock grazing regulations.
//BOS Meeting Date Requested November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _

for has reviewed and has no issues. MB

Signature _____

Finance Review: _____

Signature _____ /

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Grand Junction, Colorado 81506

<https://www.blm.gov>



October 26, 2020

In Reply Refer To:
4100 (220)

Apache County Board of Supervisors
PO Box 428
St. Johns, AZ 85936

Dear Supervisors:

The Bureau of Land Management (BLM) received a request from the Apache County Board of Supervisors (Apache County) to participate as a cooperating agency as the BLM prepares an environmental impact statement (EIS) evaluating amendments to the Federal livestock grazing regulations, exclusive of Alaska (43 CFR Part 4100).

Apache County has been identified as a cooperating agency because it has special expertise implementing related natural resource management plans, as well as expertise with socio-economic conditions within the County that may be informative to our environmental analysis (40 CFR 1508.5; 43 CFR 46.225(a)(3)). Accordingly, the BLM proposes to establish a cooperating agency relationship between the BLM's Directorate of Resources and Planning and Apache County for the purpose of informing an environmental analysis to analyze and disclose the potential effects of revising the grazing regulations, for which the BLM is the lead Federal agency.

The BLM invited multiple cooperating agencies to participate in a virtual Cooperating Agency Kick-Off Meeting on September 17, 2020. The Kick-Off Meeting was followed by a BLM Grazing Rule Cooperating Agency Workshop on issue-based analyses of environmental effects on September 24, 2020. The BLM will provide Apache County with meeting materials upon receipt of an executed Memorandum of Understanding (MOU). The MOU will establish procedures applicable to Apache County's participation as a cooperating agency. Please return an executed copy of the enclosed MOU to Mr. Seth Flanigan, at sflanigan@blm.gov, as soon as possible. The BLM invites you participate as a Cooperating Agency at the current stage of the development of the EIS.

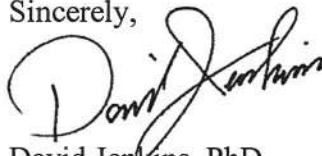
Each cooperating agency must execute an MOU with the BLM in order to assist with the development of the EIS in that capacity. As a result of project timelines, the BLM is encouraging all cooperating agencies to promptly execute the MOU so that they may participate to the fullest extent possible. If you have questions regarding the MOU, please contact Mr. Flanigan. While the BLM will attempt to timely resolve any potential concerns, please be aware

that negotiations over MOU content may not be able to be completed before the Kick-Off Meeting or other anticipated cooperating agency participation timelines.

Documents and information pertinent to the EIS are available at the BLM's ePlanning website at: <https://go.usa.gov/xyMqb>.

Thank you in advance for your interest and participation in this EIS.

Sincerely,

A handwritten signature in black ink, appearing to read "David Jenkins". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

David Jenkins, PhD
Assistant Director, Resources and Planning
Bureau of Land Management

Memorandum of Understanding

Between the Apache County Commission

and the Bureau of Land Management, Directorate of Resources and Planning

Parties to and Purpose for this Document: This Memorandum of Understanding (MOU) is entered into between the Apache County Commission (Apache County) and the United States Department of the Interior (DOI), Bureau of Land Management (BLM) by and through the Directorate of Resources and Planning (BLM), for the purpose of cooperating in conducting an environmental analysis and preparing an Environmental Impact Statement (EIS) to disclose the potential effects of updating, modernizing, and streamlining its regulations for grazing (43 Code of Federal Regulations [CFR] 4100), exclusive of Alaska.

The BLM will serve as the lead agency on this EIS and retain authority for the content of the EIS. Cooperating Agency status may be offered to other federal agencies, tribes and local government agencies per 43 CFR 46.225.

1. Cooperating Agency: This MOU establishes Apache County as a Cooperating Agency in the environmental analysis and establishes procedures through which Apache County will participate with the BLM to help develop the EIS. Apache County has been identified as a Cooperating Agency because it has special expertise implementing the Apache County Natural Resource Plans and related resource management plans, as well as expertise with socio-economic conditions within Apache County that may be informative to the BLM's environmental analysis relating to the grazing regulation revisions (40 CFR 1508.5).
2. Authorities: This MOU has been prepared under the authority of the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., and federal regulations codified at 40 CFR Part 1500-1508, and 43 CFR Part 46; and section 307 of the Federal Land Policy and Management Act (FLPMA) of 1976, 43 U.S.C. 1737.
3. Background: The BLM grazing regulations found at 43 CFR 4100 govern all public lands, excluding Alaska, that have been identified as suitable for livestock grazing. These lands presently include approximately 155 million acres in the western United States. The BLM has promulgated these regulations in accordance with the Taylor Grazing Act of 1934, as amended (43 US Code [USC] 315a-315r), the Federal Land Policy and Management Act of 1976 (FLPMA; 43 USC 1701 et. seq), and the Public Rangelands Improvement Act of 1978 (PRIA; 43 USC 1901 et seq.).

Since the BLM first issued grazing regulations after passage of the Taylor Grazing Act, the BLM has periodically modified, revised, and updated the regulations. The last major revision culminated when the BLM published and implemented comprehensive changes to the grazing regulations in 1995. The most recent court decision affecting the BLM's grazing administrative regulations occurred in 2006, and changes to 43 CFR 4100 were published in the Federal Register on July 12, 2006 (2006 Rule).

In 2007, the U.S. District Court in Idaho prohibited implementation of the regulatory change by permanently enjoining the 2006 Rule. The Ninth Circuit Court of Appeals later affirmed the permanent injunction. Since then, the BLM has managed public land livestock grazing activities in conformance with the operative regulations that were in effect before the 2006 Rule was adopted (October 1, 2005, edition of 43 CFR 4100), except for the conservation use permit provision. For purposes of this EIS, the BLM refers to the 2005 published version, except for the conservation use permit provision, as the “operative” grazing regulations. The operative grazing regulations have never been published in full in the CFR.

4. Term of MOU: This MOU will commence upon the date of the last signature made by the duly authorized representatives of the parties to this MOU, and will remain in full force and effect until terminated, as described in item 9i below.

5. Responsibilities of Apache County: Consistent with the time frames established by the BLM for the development and completion of the EIS, Apache County will participate in the environmental analysis and documentation process where appropriate given Apache County’s special expertise. Apache County will provide to the BLM information such as local demographic, fiscal or economic data, land development trends, use of public lands and management of natural resources for the local economy, and consistency with Apache County Policy Plans for public lands, upon request by the BLM.

Apache County will have the opportunity to provide review and input on documents prepared during the EIS process prior to public release of those materials and participate in meetings with the BLM and other cooperating agencies, to the extent practicable given project time frames and as appropriate for the scope of Apache County’s special expertise. The Interdisciplinary Team Leader may, at any time during the effective term of this MOU, request records and information by contacting the Apache County point of contact identified in Section 9k below. Apache County will provide timely responses to requests for records, information and input on documents prepared during the EIS process.

6. Responsibilities of the BLM: In accordance with 40 CFR 1501.5, the BLM is the lead agency. The point of contact for the preparation of this EIS is as designated in Section 9k of this MOU. The BLM will inform the Apache County point of contact of timeframes applicable to the development and completion of the EIS. The BLM will consider and may use the Apache County input and proposals consistent with responsibilities as lead agency as described in 40 CFR 1501.5. The BLM may incorporate information provided by Apache County into the EIS, as appropriate to decision-making. The BLM is solely responsible for any determinations or recommendations made to the Secretary of the Interior or other authorized decision makers. Any BLM determination or recommendation made on the basis of the EIS applies only to BLM-administered lands.

7. Mutual Responsibilities of the Parties: Apache County and the BLM agree to cooperate by informing each other in advance to the extent practicable of any related actions, issues or procedural problems that may affect the environmental analysis and documentation process. Responsible parties identified in Section 9k serve as the MOU primary points of contact. The

purpose of these points of contact is to ensure that timely and coordinated communication and exchange of information between the parties to the MOU occurs throughout the analysis process.

8. Payment: No payment will be made to either party by the other as a result of this MOU. Each party is responsible for the costs of their participation. During the term of this MOU, should it become necessary for one party to purchase from or make payment or reimbursement to the other party, such arrangements will be covered in a separate cooperative agreement.

9. General Provisions:

a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU, that are mutually agreed upon by and between the parties to this MOU, will be incorporated by written instrument, executed and signed by both parties to this MOU, and are effective in accordance with the authorities defined herein.

b. Applicable Law. The construction, interpretation and enforcement of this MOU will be governed by the applicable laws of the United States.

c. Entirety of Agreement. This MOU, consisting of six (6) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements concerning the parties' environmental documents, whether written or oral.

d. Severability. Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and either party may renegotiate the terms affected by the severance.

e. Sovereign Immunity. Neither Apache County nor the BLM waives its sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

f. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties and obligations contained in this MOU will operate only between the parties to this MOU, and will benefit only the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU will have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

g. Exchange of Information/Confidentiality. All records or information requested of either party by the other will be reviewed by the releasing party prior to release. To the extent permissible under law, any recipient of proprietary and/or pre-decisional information agrees not to disclose, transmit, or otherwise divulge this information without prior approval from the releasing party. Any breach of this provision may result in termination of this MOU. The BLM

and Apache County recognize that applicable public records laws will require release of non-exempt documents.

h. Administrative Considerations. Pursuant to 204(b) of the Unfunded Mandates Reform Act of 1995, responsible Federal Agency officials may meet or enter into project level MOUs with officials of State, Tribal and local governments or their designees. During such meetings and development, implementation and monitoring of such MOUs, views, information and advice are exchanged, or input relative to the implementation of Federal programs is obtained. Such meetings and MOUs will further the administration of intergovernmental coordination.

The meetings or MOUs referred to include, but are not limited to, meetings called for the purpose of exchanging views, information, advice or recommendations, or for facilitating any other interaction relating to intergovernmental responsibilities or administration.

Nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of Apache County or the BLM, or as binding either Apache County or the BLM to perform beyond the respective authority of each, or to require either to assume or expend any sum in excess of appropriations available. It is understood that all the provisions herein must be within financial, legal, and personnel limitations, as determined practical by Apache County and the BLM for their respective responsibilities. This MOU is neither a fiscal nor a funds obligation document.

Nothing in this MOU will be construed to extend jurisdiction or decision-making authority to the BLM for livestock grazing on any non-Federal lands. Similarly, nothing in this MOU will be construed to extend jurisdiction or decision-making authority to Apache County for regulation of livestock grazing and related planning and management of land or resource uses on the Federal lands or mineral estates administered by the BLM. Both Apache County and the BLM will work together cooperatively and will communicate about issues of mutual concern.

Nothing in this MOU may be construed to obligate the DOI, the BLM, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

No member of or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.

i. Termination: Either party may terminate this MOU upon 30 days written notice to the other party of their intention to do so. During the 30-day period, the parties will conduct negotiations to resolve any disagreement(s). If the disagreement(s), if any, have not been resolved and the party initiating the termination has not rescinded its termination in writing by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the termination notice may request in writing that termination be postponed for an additional 30-day period or longer while the negotiations continue; upon such request, the termination shall be postponed for the specified period.

j. Dispute Resolution: In the event of any disagreement between the parties regarding their obligations under this MOU that cannot be resolved between the parties in a reasonable time, either party may refer the disagreement to the BLM Deputy Director of Operations to timely resolve said issue. The decision of the BLM Deputy Director of Operations will be the final decision for purposes of resolving the issue.

k. Contacts: The primary points of contact for carrying out the provisions of this MOU are identified in Attachment A.

l. Meetings: Due to the COVID-19 pandemic, the BLM anticipates that Cooperating Agency meetings will be predominantly, if not exclusively, virtual or by telephone. In the event of any in-person meetings, the parties will implement appropriate health and safety measures identified by the Department of the Interior.

Bureau of Land Management Authorized Officer: _____
David Jenkins, PhD
Assistant Director, Resources and Planning

Cooperating Agency Authorized Officer: _____
Alton Joe Shepherd, Chairman, 11-10-20

Attachment A

Agency Representatives

Bureau of Land Management, Directorate of Resources and Planning

Primary Representative: Seth Flanigan – Project Manager,
208-384-3450, sflanigan@blm.gov

Backup Representative: Brad Jost – Rangeland Management Specialist,
307-274-0937, bjost@blm.gov

Apache County Commission

Primary Representative: Ryan Patterson

_____ (signature)

928-337-7502

rpatterson@co.apache.az.us

Backup Representative: Malena Bazaruto-Hannah

_____ (signature)

928-551-8131

mbazaruto@co.apache.az.us

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

ENGINEERING

Date/Signature 10/28/20

Describe in detail what you want to say to the Board and what action you want the Board to take: CONTRACT AMENDMENT TO EXTEND THE CONTRACTS OF TORRISON CONSULTING LLC AND HISTORICSTREETSCAPES PLLC FROM OCTOBER 22, 2020 TO THE END OF CALENDAR YEAR 2020, AT NO ADDITIONAL COST TO THE COUNTY, AND , TO FURTHER EXTEND THE CONTRACTS FOR TORRISON CONSULTING LLC AND HISTORICSTREETSCAPES PLLC UNTIL PORJECT COMPLETION ON AN HOURLY RATE BASIS AS PROVIDED UNDER SAID CONTRACTS OR AS LISTED IN THE ATTACHED PRICE SHEET.

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

 **AIA**® **Document B101™ – 2017**
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
Apache County Arizona
PO Box 238
St. Johns Arizona 85936

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
HistoricStreetscapes PLLC
1711 E Brown Road
Mesa Arizona 85203

for the following Project:
(Name, location and detailed description)
Eagar Teen Recreation Center
Eagar Arizona

Project is located on Apache County owned land in Eagar Arizona. The project will be located on a portion of block 17 of the Eagar Townsite at the SE corner of the intersection of 4th Avenue and Butler Street consisting of 3.48 acres. The project site size will be determined during programming.

The project will consist of approximately 6,000sf building and include a teen center, parking area, and outdoor retention areas are part of the project. Project must meet the requirements of the town of Eagar zoning ordinance.

The Owner and Architect agree as follows.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Project budget will be established during the program phase. Courts receives approx \$500,000 per year towards this project and presently will have \$1,000,000 at the end of this fiscal year. Additional funding will be researched. The architect has advised the County and Courts that this project is presently estimated by the architect at \$185/sf or \$1,200,00. Final costs will be developed after selection of the Construction manager.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Architect will complete the design phase 45 days after contract is signed.
- .2 Construction commencement date:
This date will be supplied by the CM upon his selection.
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:
CM at risk to be selected within 60 days after contract is signed with architect.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Project will be constructed under the CM at risk delivery method. If construction is to be phased it will be determined after selection of the CM.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Architect will design the project to be as sustainable and energy efficient as the budget allows. No actual sustainable objective has been determined at this time.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ferrin Crosby PE County Engineer
PO Box 238
St. Johns AZ
email fcrosby@co.apache.az.us
928-245-0930

Judge Michael Latham
Superior court of Arizona
St. Johns AZ
mlatham@courts.az.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Mike Torrison 602-769-1450 Torrison Consulting Program Manager
Torrison Consulting
2079 N 134th Street
Goodyear AZ 85395
mtorrison@torrisonconsultingllc.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Ronald L Peters AIA
1711 E Brown Road
Mesa AZ. 85203
602-309-3524
rlpeters@historicstreetscapes.com

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

EJM Engineering
2454 E Southern Ave. Suite 110
Mesa AZ 85204
480-332-2869
Erik Masitis PE

.2 Mechanical Engineer:

Applied Engineering
2800 S Rural Road Suite 101
Tempe AZ. 85282
480-968-3070
Greg Piraino PE

.3 Electrical Engineer:

Systems Engineering Inc.
3322 S Mill Avenue
Tempe AZ 85282
Hamid Farhadi PE
480-966-1111

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineers including survey	Geo-Tech Western Technologies
Painted Sky Engineering and Survey	Design Tec Kitchen consultants Phoenix .
176 N Main St.	
Snowflake AZ 85937 Doug Brimhall 928-537-7218	

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect will make 8 trips during the design process for programming, CM selection, Eager meetings and pre construction meetings. Architect will attend all CM meetings (location pending) for cost estimating review and design input meetings. Architect will attend one construction meeting per month over the duration of the construction phase but no more than 6 meetings.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

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5

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$1,000,000) for each occurrence and two million (\$2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than two million (\$2,000,000) each accident, two million (\$2,000,000) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million (\$1,000,000) per claim and (\$2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect/Owner/Program Manager
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	CM
§ 4.1.1.17 Post-occupancy evaluation	Program Manager/Architect
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Program Manager
§ 4.1.1.21 Telecommunications/data design	Program Manager/Owner/Architect
§ 4.1.1.22 Security evaluation and planning	Program Manager/Owner/Architect
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect for kitchen equipment
§ 4.1.1.29 Other services provided by specialty Consultants	Fire protection engineer as required for permit
§ 4.1.1.30 Other Supplemental Services	Owner

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
4.1.1.31 ALTA survey	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

The architect will work with the owner to develop a program of spaces for the facility. The architect shall provide a maximum of 2 concept designs for the site for owner approval on the site selected by the owner for this project in Eagar AZ. The architect will select and work with the civil engineer to provide services for the project for utilities, grading and drainage and horizontal controls. A landscape concept shall be provided by the Architect to meet the town of Eagars minimum requirements.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The architect shall provide an ALTA survey of the site to show all topography, property corners and any site utilities for use on this project as a supplemental service. Any specialty consultants needed for this project such as security, telecommunications, or post occupancy evaluations will be coordinated and provided thru the counties appointed Program Manager Torrison Consulting.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (12) visits to the site by the Architect during construction
- .3 (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

One hundred and three thousand two hundred and seventy five and no/100 dollars. (\$103,275.00)
- .2 Percentage Basis
(Insert percentage value)

percent (%) of the Owner's budget for the Cost of the Work,
as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

All supplemental services have been included in the Stipulated Sum agreed to in this contract in 11.1 and they include civil engineering, site survey, geotechnical services, kitchen consultant and special structural services as determined by the town of Eagar code official. Fire protection engineering will be provided by the CM and defined as a deferred submittal on the building permit.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

hourly: See 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (-0- %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Engineers additional services shall be compensated per their companies hrly rate schedules.

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
<hr/>		
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Architect	150.00
CADD tech	75.00
Project Architect	95.00
Engineers	\$110.00 - \$150.00
Engineer Techs.	\$115.00
Admin Services	\$50.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus -0- percent (-0- %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of

(-0-) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

(-0-) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

1.0 % over prime rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

The county has entered into a separate contract with Torrison Consulting to provide program management services for this project. Torrison will provide CA services during, negotiations with the CM and during construction phase thru final inspections. The architect will coordinate with Torrison Consulting throughout all the project phases. The County will provide fill materials for this project for building pads and parking areas. Placement by the CM.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

AIA doc E203 is not part of this agreement.

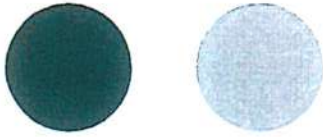
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

AIA General conditions of the contract may or may not be used on this project. Apache County will make that decision after selection of the CM.



Mr. Ferrin Crosby PE
County Engineer
P.O. Box 238 St. Johns AZ

April 22, 2019

RE: AE proposal for AC Teen Center Eagar AZ

Mr. Crosby

After meeting with you and Judge Latham at my offices in Mesa and discussing your approach to your space needs design, HistoricStreetscapes Architecture provides the following proposal for AE services. We will provide the following services for a new Teen Center of approximately 6100sf to be constructed on Apache County land in Eagar AZ. This proposal is based on the information provided by you and Judge Latham. We are also attaching a AIAB101 agreement.

Provide all Architectural and Engineering services per attached AIA contract. Develop the plans and details needed to do the design of a youth teen center of approximately 6100gsf plus or minus as a recreation building (the Lodge). The architect will assist in obtaining the building permit from the Town of Eagar or Apache County. The architect will process the design thru County and Town of Eagar reviews. We will work with both Torrison Consulting and a to be selected CM. Construction phase services will include 12 trips during construction with additional trips hourly based on your need. All specification information will be on drawings. Survey will be provided by the architect as a supplemental service.

This proposal includes the architect providing as a supplemental service under this contract all civil engineering, Geotechnical, site survey and kitchen design services.

Travel and reimbursible services for 12 trips during construction are also included in the basic services. Also 5 trips during the design phase are included. Special structural inspections are included for 4 trips for this project.

ARCHITECTURE.ART.PLANNING.HISTORIC PRESERVATION
1711 E Brown Road Mesa, AZ 85203 602.309.3524
Email: rlpeters@historicstreetscapes.com

The following is a breakdown for proposed fees:

Architectural services HistoricStreetscapes PLLC	\$ 64,447.00
HVAC/Plumbing Applied Engineering	\$ 6,950.00
Electrical design Systems Design Engineering	\$ 4,500.00
Structural Engineering EJM Engineers	\$ 6,500.00
Civil Engineering TBD Survey included in civil fee	\$ 8678.00
Geotech Engineering Western Technologies	\$ 5,700.00
Design Tec Kitchen Consultants	\$ 2,500.00
Special structural inspections (4 trips)	\$ 4,000.00
Total design fee	\$ 103,275.00

A B101-2017 Architect & Owner agreement is attached for your approval and signature.

Thank you for this opportunity to work with Apache County again. We are prepared to start immediately upon your notice to proceed.

Respectfully

Ronald L Peters AIA, AICP
President, HistoricStreetscapes Architecture PLLC





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

May 7, 2019

NOTICE TO PROCEED FORM

PROJECT NAME AND LOCATION: THE LODGE – TEEN LEGACY CENTER

LOCATION: EAGAR, AZ

OWNER(S): APACHE COUNTY

ARCHITECT: TORRISON CONSULTING LLC

Dear: Mr. Michael E. Torrison

Pursuant to the Professional Services Agreement issued to Torrison Consulting LLC by Apache County Board of Supervisors on May 7, 2019, you are hereby notified to proceed with the Professional Services as stated in Article 2 of the Agreement.

Please acknowledge receipt and acceptance of this notice by signing two copies in the space provided below. Keep one copy and return the other to Apache County Engineering Department, PO Box 238, St. Johns, AZ 85936

Sincerely,

J. Ferrin Crosby
Apache County Engineer

I acknowledge receipt of this notice on May 7, 2019 [date].

Authorized signature:

Title: Managing Member

**AGREEMENT BETWEEN
CONSULTANT AND APACHE COUNTY**

THIS AGREEMENT is made this day 07 of May, 2019, by and between Apache County (Owner) and Torrison Consulting LLC (Consultant), incorporated in the State of Arizona for services in connection with the Project hereinafter defined.

The Owner and Consultant agree as set forth below:

**ARTICLE 1
THE CONSTRUCTION TEAM
AND EXTENT OF AGREEMENT**

Consultant accepts the relationship of trust and confidence established between the Owner and him by this Agreement. He covenants with Owner to furnish to the best of his ability the skill and judgment and to cooperate with other Architect and or Engineer and other Design consultants or vendors in furthering the interests of the Owner. He agrees to furnish to the best of his ability the efficient business administration and superintendence and to use his efforts to complete the Project in the most expeditious and economical manner consistent with the interests and goals of the Owner, and will endeavor to perform all of his services to the reasonable satisfaction of the Owner. The Consultant will act as the principal agent for the Owner in all matters relating to the Project that are within his area of expertise and that are delegated to him as set forth in this Agreement.

1.1 Definitions.

- 1.1.1 The "Project" is the "Programming and Design of an Owner. Programming and construction designs will be consistent with the drawings dated April 13, 2015 as has been designed and approved by Owner.
- 1.1.2 The "Project Unit" is a particular facility that will be planned, programmed and designed under the Owner's Program that is the subject of this Agreement. A "Project Unit" includes all of the structures, facilities or improvements that may be constructed as part of the Project on the specified sites. Unless otherwise directed, in writing, by the Owner, the Consultant shall render services as set forth in this Agreement relative to each Project.
- 1.1.3 The term "Day, Days" shall mean a calendar day of 24 hours. The term days shall mean consecutive calendar days of 24 hours each or fraction thereof.
- 1.1.4 The "Design Consultant" means an architect, engineer, planner, landscape architect or other consultant with whom the Owner contracts to perform design services for a Project Unit.
- 1.1.5 The term "Work" shall be that part of the construction of the Project Unit in which a particular Contractor shall perform.

- 1.1.6 The term "**Construction Team**" means the Consultant, Program Manager, Project Manager, Owner, Architect/Engineers or Design Consultants who shall work together from the beginning of the design of the project Unit through the completion of construction. The Consultant shall provide necessary leadership to the Construction Team throughout the construction process in relations to the construction.
- 1.1.7 The term "**Consultant/Program Manager/Project Manager**" shall mean that person or persons who accepts the relationship and confidence established between him/her/firm and the Owner by this agreement.
- 1.1.8 The term "**Construction Observation**" shall mean a visit to the site at intervals appropriate to the stage of construction or as otherwise agreed to in writing by the Owner and the Consultant, in order to observe the progress and quality of the Work Completed by the Contractor. The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them.
- 1.1.9 The term "**Certify**" shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Consultant.
- 1.1.10 The term "**Inspect, Inspection**" shall mean the visual observation of construction to permit the Consultant, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspection, the Consultant makes no guarantees for, and shall have no authority or control over the Contractor's performance or failure to perform the Work in accordance with the Contract Documents.
- 1.1.11 The term "**Extent of Agreement**" shall represent the entire agreement between the Owner and the Consultant and shall supersede all prior negotiations, representation or agreements. The Agreement shall not be superseded by any provisions of the construction documents and may be amended only by written agreement signed by both the Owner and the Consultant.
- 1.1.12 The term "**Record Documents**" shall mean the drawings prepared by the Architect/Engineer upon completion of construction based upon the drawings and other data furnished by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared using unverified information by others, neither the Consultant nor the Architect/Engineer makes no warranty of the accuracy or completeness of the drawings.
- 1.1.13 The term "**Cost Estimate**" shall mean a preliminary estimate of probably construction cost made by the Consultant. In providing cost estimates, it is recognized that neither the Owner nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The cost estimate is based on the

Consultant's reasonable professional judgement and experience and does not constitute a warranty, express or implied, that the Contractor's bid or the negotiated price of the Work will not vary from the Owner's budget or from any opinion of probable cost prepared by the Consultant.

ARTICLE 2 CONSULTANT'S SERVICES

- 2.1 Consultant will analyze and confirm with the Owner the overall objectives of the Owner's Program; confer with Owner regarding goals for Project budget, expenditures, and schedules; and identify Project design.

BASIC SERVICES FOR THE PROJECT UNITS

The Basic Services of the Consultant for the Project are to assume the duty of identifying and coordinating administrative activities in conjunction with the Project, consistent with applicable laws and regulations, and to manage specific aspects of the Project from its conception to its completion within the Consultant will perform the following Basic Services under this Agreement:

The Basic Services consist of the Phases described below and any other services identified herein as Basic Services, all of which shall be performed to the reasonable satisfaction of the Owner.

2.2 Pre-Design Phase

2.2.1 Analyze and confirm in writing with Owner the overall objectives of the Project. Establish the project scope, budget, time schedules, environmental conditions and the basic systems to be utilized and the methods and procedures to be followed which links the task elements to the Construction Management Plan.

2.2.2 Develop a Project Procedures Manual which shall clearly define the responsibilities of the Project Team, levels of authority, and the systems, methods and procedures to be followed for project execution.

2.2.3 Establish a Management Information System that will keep the Project Team informed as to the overall status and forecast of the projects. Plan will address team member information needs, data sources and control elements for time and cost control functions, output measures and how the system is to be organized and implemented.

2.3.4 Review the Project goals and scope and recommend to the Owner a procurement method for design and construction.

2.2.5 Determine with the Owner's Team's input any governmental permits and approvals necessary for the Project and represent the Owners' interests. Direct the Design Consultant in applications and filings required on behalf of the Owner.

2.2.6 Develop and implement a procedure for the review, approval, processing and payment of applications for progress and final payments.

2.3 Design Phase

- 2.3.1 The Consultant shall Administer and Coordinate the Design Contracts by scheduling and conducting meetings to communicate the Owner's desires and present all available information to the Architect/Engineer to facilitate the design process.
- 2.3.2 The Consultant shall assess the impact of scope changes on the Architect/Engineer's schedule and fee and provide the Owner with a preliminary estimate of the cost of scope revisions prior to their implementation.
- Review the Architect/Engineer's progress to assure timely completion
- Review the Architect/Engineer's payment request and submit appropriate Recommendations to the Owner
- 2.3.3 Develop a Master Schedule with input from the Owner's Team and Architect which shall address the schematic design, review periods, cost estimate preparation, value engineering and constructability reviews, design development, review period, agency review approvals and construction document preparation. Scheduling shall include a pre-bid which shall serve as a basis to record information from which the overall construction timeline shall be estimated.
- 2.3.4 Recommend to the Owner a method of procurement for Contractor selection, purchase of long lead items, methods of construction phasing taking into consideration time of performance, availability of labor, requirements for temporary facilities and trade jurisdictions.
- 2.3.5 Develop a Bidders List and Bidder Prequalification requirements which shall include client references, bonding capacity, insurance information, safety performance record, list of outstanding claims and lawsuits and a listing of firm shareholders and any convictions or pending convictions.
- 2.3.6 Develop a bid advertisement which shall include scope, schedule, bonding, pre-qualifications and any special Owner requirements.
- 2.3.7 Schedule and conduct a Pre-Bid conference and develop any Addenda which shall impact the Contractors bid or qualifications.
- 2.3.8 The Consultant shall assist the Owner in receipt of bids/interviews and shall prepare an analysis and make recommendations to the Owner along with the Architect/Engineer for award of Project in accordance with the Procurement Rules governing the Owner's selection processes.

2.4 Construction Phase

- 2.4.1 Conduct a Pre-Award Meeting with the Owner, Architect and Contractor
- 2.4.2 Issue a Notice to Proceed to the Contractor

- 2.4.3 Monitor the Work of the Contractors and insure coordination of all their work with the Architect and Owner to ensure that the Owner's objectives of cost, time and quality goals are achieved.
- 2.4.4 Establish an on-site line of authority and organization that meets the overall established guidelines of the Construction Team.
- 2.4.5 Schedule and chair project progress meetings with the Contractor, Owner, and Architect where discussions of progress, delays, scheduling and problems can be discussed.
- 2.4.6 Determine if Contractor deficiencies such as adequate personnel, availability of materials and supplies will have an impact on the schedule and make recommendations for correction.
- 2.4.7 Develop a cash flow accounting record indicating expected costs, forecasts of modification to the overall cost and any exposures the Owner may have. Offer advice to the Owner, to the best of his ability, the impact of any additional cost involved.
- 2.4.8 Review and Process any change order requests by the contractor. Recommend to the Owner and Architect/Engineers the impact of such change orders having the Architect/Engineer review and make recommendations. Submit recommendations to the Owner and assist in negotiating said change orders.
- 2.4.9 Review contractors request for payment applications in coordination with the Architect/Engineer and process payment request to the Owner for payment.
- 2.4.10 Assist the Owner, if necessary, in the selection of Owner furnished consultants such as surveyor, testing laboratories and any special consultants and assist in coordinating their services.
- 2.4.11 Prepare and submit monthly progress reports to the Owner and Owner's Team which shall include the progress of the project, financial information, meeting minutes, pictures and any pertinent information.
- 2.4.12 Establish and implement procedures for the expediting of shop drawings and samples between the Architect, Owner and contractor. Assist in review of shop drawings.
- 2.4.13 In coordination with the Owner and applicable maintenance personnel Observe all systems are operational and functioning properly. Witness the training of Owner's personnel, by the Contractor, on the proper function, testing and maintenance of all equipment.
- 2.4.14 Collect and deliver to the Owner all warranties or guarantees, operation manuals and as built drawings supplied by the Contractor.

2.5 Post Construction Phase

- 2.5.1 Schedule and coordinate all warranty expiration inspections with the Owner and Contractor and coordinate corrections with the Contractor.

2.6 Additional Services

If requested by the Owner, Consultant will provide the following additional services upon written agreement between the Owner and Consultant, defining the extent of such additional services and the amount and manner in which Consultant will be compensated for such additional services.

- 2.6.1 Major, beyond preliminary, investigating, analyzing, or negotiating claims or disputes related to design or construction; preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.
- 2.6.2 Inspections of and services related to the Project after the termination or expiration of this Agreement.
- 2.6.3 Providing any other service not described in this Agreement.
- 2.6.4 Providing service not reasonably inferable from this Agreement as part of Basic Services.
- 2.6.5 Providing prolonged services for construction when, due to no fault of the Consultant, the construction time is delayed beyond the scheduled Final Completion date of the project.
- 2.6.6 Providing services or activities not included in the original scope of work.

ARTICLE 3 THE OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by the Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.
- 3.2 The Owner will designate a representative who will be fully acquainted with the Project and will have authority to approve budgets and changes in the Project, subject to the approval of the Owner, and who will render decisions promptly, consistent with Project schedules, and furnish Project information expeditiously. The Owner's representative will be Mike Glover. The Owner will notify Consultant in writing if its representative is changed.

- 3.3 The Owner will furnish, with the assistance of Consultant, any necessary surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, legal descriptions, and other information found to be necessary for the Project and Project Units.
- 3.3 The services, information, surveys and reports required in this Article for the Project will be furnished with reasonable promptness at the Owner's expense.
- 3.5 If the Owner knows or becomes informed of any fault or defect in any of the Project or nonconformance with the Contract Documents, it will give prompt written notice thereof to Consultant.

ARTICLE 4 PROJECT SCHEDULE

4.1 Project Unit Schedules.

- 4.1.1 The Project is to obtain 'Substantial Completion' on the date established and 'Final Completion' with completion simultaneously of the Consultant's duties for each Project under this Agreement, except Consultant's warranty related duties and any other express exceptions noted herein or agreed to in writing by the parties.
- 4.1.2 At the time work commences on a Project, dates of Substantial Completion and Final Completion of the Project Unit shall be established.
- 4.1.3 The Date of Substantial Completion of a Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings so the Owner may utilize the Project or designated portion thereof for the use for which it is intended.
- 4.1.4 The Date of Final Completion of a Project is the date 100% of the Work, noted in or reasonably inferable from the Project Contract Documents.
- 4.1.5 If the Consultant, through no fault of the Consultant or failure of the Consultant to fully perform under this Agreement, is delayed at any time in the progress of a Project by any act or neglect of the Owner, or by any of their employees, or by any separate contractor employed by the Owner, or by changes ordered in a Project, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Consultant's control, or by delay authorized by the Owner pending litigation, the Date of Substantial Completion and/or Final Completion shall be extended for a reasonable length of time.

**ARTICLE 5
CONSULTANT'S FEE**

- 5.1 In consideration of the performance of the Basic Services described in this Agreement, the Owner agrees to pay Consultant as compensation a Consultant's Fee in the amount of \$ 88,281.00 (Eighty-eight thousand Two hundred eighty-one dollars)
- 5.2 Included in Consultants Fee are the salaries or other compensation and benefits of Consultant; all expenses such as travel, lodging, and meal expenses of Consultant's incurred in the performance of the Agreement.
- 5.3 Included in Consultant's Fee are general operating expenses of Consultant, including the costs of purchase or rental of any materials, supplies or equipment and storage and maintenance thereof, necessary to performance of the Agreement.
- 5.4 Included in the Consultant's Fee are the sub-consultant costs of: N/A
- 5.5 Consultant's fee includes the following tests and studies: N/A

**ARTICLE 6
PAYMENTS TO THE CONSULTANT**

- 6.1 Invoices for professional services incurred will be submitted monthly to the Owner. Payment will be made no later than ten (10) days from the date of invoice. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until resolved. Consultant reserves the right to suspend or terminate services upon reasonable notice for the nonpayment of appropriate invoices.

**ARTICLE 7
INDEMNITIES AND INSURANCE**

- 7.1.1 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement, that of its sub-consultants or anyone for whom the Consultant is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- 7.1.2 The Owner will cause all Contractors to agree to indemnify the Owner and Consultant in any construction contracts in connection with the Project, to require all contractors of any tier to carry statutory Workman's Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Owner further agrees to require all contractors to have their CGL policies endorsed to name the Owner, the Consultant and its sub-consultants as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Owner shall require all contractors to furnish to the Owner and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Owner shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Owner, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.
- 7.1.3 The Owner will cause the Contractor hold the Consultant harmless from all claims for bodily injury and property damage (other than property insured under this Article) that may arise from Contractors operations. Such provision will be in a form reasonably satisfactory to Consultant.
- 7.2 The Consultant will cause the Owner harmless for claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work the Consultant is performing.
- 7.2.1 The Consultant will cause the Owner harmless for claims for damages because of bodily injury, occupational sickness or disease, or death of employees under any applicable employer's liability law.
- 7.2.2 The Consultant will hold harmless the Owner for any claims for damages because of bodily injury, or death of any person other than his employees.
- 7.2.3 The Consultant will hold harmless the Owner for any claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by Consultant or (2) by any other person.
- 7.2.4 The Consultant will hold harmless the Owner for any claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use there from.
- 7.2.5 The Consultant will hold harmless the Owner for any claims for damages because of bodily injury or death.
- 7.3.1 The Owner will be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT**

- 8.1 This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination. Payment will be made by the Owner to Consultant for that undisputed portion of its fee due, as of the date of termination.
- 8.2 This Agreement may be terminated by the Owner upon at least thirty (30) days' written notice to Consultant in the event that the Project is permanently abandoned or funds are withdrawn or become unavailable, with payment made to Consultant for the balance of its fee due, less remaining expenses as of the date of termination.
- 8.3 The Agreement will be for the convenience of the Owner and, as such, may be terminated without cause by the Owner sixty days after receipt by Consultant of written notice by the Owner. Consultant will be paid all remaining fees, less remaining balance of expenses as of the date of termination.
- 8.4 In the event of termination not the fault of Consultant, Consultant will be compensated for all fees.
- 8.5 The parties hereto acknowledge the right of the Owner to terminate this agreement in accordance with the provisions of A.R.S. Section 38-511 in the event a person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Owner, at any time while the agreement or any extension of the agreement is in effect, is 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.

**ARTICLE 9
ASSIGNMENTS AND GOVERNNG LAW**

- 9.1 The terms and conditions of this Agreement will inure to the benefit of and be binding upon the personal representatives, successors in interest, assigns, and legal representatives of each party with respect to all provisions of this Agreement. No party will assign, sublet, transfer or convey its interests in this Agreement without the prior written consent of the other party.
- 9.2 Both parties fully represent that their signatures hereto fully bind themselves, their partners, successors, assigns, legal representatives and those other to whom the benefits of this Agreement inure, to the terms of this Agreement and that the signatories hereto have the appropriate authority by and which to bind the above.
- 9.3 This Agreement, and the rights and duties hereunder, will be interpreted in accordance with the internal laws of the State of Arizona without regard to conflicts of laws and principles.

- 9.4 Unless otherwise agreed to in writing, Consultant will continue to provide its services during any claims and controversies, and the Owner will continue to make payments to Consultant in accordance with this Agreement.

ARTICLE 10
MISCELLANEOUS PROVISIONS

- 10.1 In the event it becomes necessary for either the Owner or Consultant to employ legal counsel or to bring an action at law or other proceeding to resolve a dispute or to enforce any of the terms, covenants or conditions of this Agreement, the prevailing party in any such action or proceeding will be entitled to recover from the other party its costs and expenses incurred, including reasonable attorneys' fees and fees of experts and outside consultants if retained or used in connection with the resolution of the dispute, costs of exhibit preparation, and court costs.
- 10.2 It is recognized and agreed by the parties hereto that all services provided by Consultant under this Agreement are for the sole benefit of the Owner and not for the benefit of any third party, and no party will be deemed a third-party beneficiary of this Agreement.
- 10.3 Consultant will, at all times, be an equal opportunity employer and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, or ethnic origin.
- 10.4 The Consultant shall be an independent contractor. Any provisions in the Agreement that may appear to give the Owner the right to direct the Consultant as to the details of accomplishing the work or services under this Agreement, or to exercise a measure of control over the work or services under this Agreement, means that the Consultant shall follow the wishes of the Owner as to the results of the work or services only.
- 10.5 The subject headings of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any provisions of this Agreement.
- 10.6 The Owner and Consultant will exert all efforts to perform their respective responsibilities under this Agreement. However, neither party will hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other's employees and agents. In the event delays to the Project are encountered for any reason, all parties agree to undertake reasonable steps to mitigate the effect of such delays.
- 10.7 The Owner reserves the right to request in writing the replacement of any person employed by Consultant in connection with the Project.

- 10.8 All documents including, but not limited to, minutes, reports, drawings, tracings, estimates, field notes, investigations, analyses, and studies which are prepared in the performance of this Agreement, are to be and remain the property of the Owner and are to be delivered to the Owner upon the Owner's reasonable request.
- 10.9 Job Safety – Neither the professional activities of the Consultant, or the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limit to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. The Owner also agrees that the General Contractor shall defend and indemnify the Owner, the Consultant and the Consultant's sub-consultants. The Owner also agrees that the Owner, the Consultant and the Consultant's sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.
- 10.10 Rejection of Work – The Consultant shall have the authority, but not the Duty, to reject any Work that, in the judgement of the Consultant that does not conform to the Construction Documents. Neither this authority nor the Consultant's good-faith judgement to reject or not reject any Work shall subject the Consultant to any liability to or cause of action by the Contractor, subcontractors or any other suppliers or persons performing work on this project. Neither this authority nor the Consultant's good-faith judgement to reject or not reject any Work shall subject the Consultant to a duty or responsibility for site safety, construction means, methods or techniques, or to any liability to or cause of action by the Contractor, subcontractors or any other suppliers or persons performing work on this Project.
- 10.11 Standard of Care - In providing services under this Agreement, the Consultant shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by member of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Owner should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.
- 10.12 Code Compliance - The Consultant shall put forth reasonable Professional efforts to comply with applicable laws, codes and Regulation's in effect as of the date of City of Coolidge ICC 2006.

Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Consultant shall notify the Owner of the nature and impact of such conflict.

- 10.13 Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for an incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with other involved in this Project.

ARTICLE 11 NOTICES

- 11.1 All notices and other communications required or permitted by this Agreement will be in writing and will be (1) delivered in person, or (2) sent by certified first class mail, return receipt requested, postage prepaid, or (3) by commercial or United States Postal Service delivery service, to the addresses set forth below or to such other addresses as the parties may hereafter designate by written notice. All such notices or other communications will be deemed delivered immediately if delivered in person, five days after deposit in United States Postal Service first class mail if mailed, on the following business day if sent by overnight delivery service, and when received by facsimile transmission during the normal business hours of the recipient.
- If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party will mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

(Owner rep): Ferrin Crosby

Consultant: Torrison Consulting LLC

EXHIBIT 'A'

Parcel No. 4:

The West 50 feet of the Southeast quarter of the Southwest quarter of Section 4, Township 6 North, Range 30 East of the Gila and Salt River Base and Meridian, Apache County, Arizona

TORRISON CONSULTING LLC

2079 N. 134th A
Goodyear, AZ 8
602-769-1450

November 2, 2020

Mr. Ferrin Crosby, PE
Apache County Engineer
P.O. Box 238
St. Johns, Arizona 85936

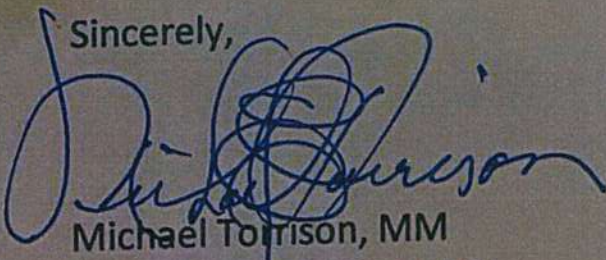
RE: Hourly Rates

Dear Mr. Crosby:

Per your request, Torrison Consulting hourly rates are as follows:

Principal - \$135/hour port to port
Admin/Accounting - \$60/hour

Sincerely,



Michael Torrison, MM
Torrison Consulting, LLC

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name Apache County Emergency Management

Date/Signature: 


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 grant (Subrecipient Agreement Number 200100-01) from the State Homeland Security Grant Program in the amount of \$2,800. This grant will go towards purchasing Community Emergency Response Team (CERT) bags.

BOS Meeting Date: November 10, 2020


PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: 

Check if item does not require review

Finance Review: _____

Signature: 

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 18, 2020

EM Coordinator Haley Nicoll
Apache County Emergency Management
75 W Cleveland, PO Box 337
St Johns, AZ 85936-0337

Subject: FFY 2020 Homeland Security Grant Program Award
Subrecipient Agreement Number: **200100-01**
Project Title: **Apache County YETIS (Youth Emergency Team) Equipment**

Dear EM Coordinator Haley Nicoll,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Apache County YETIS (Youth Emergency Team) Equipment**" has been **partially funded** under the 2020 State Homeland Security Grant Program for **\$2,800**. The grant performance period is **October 1, 2020 to September 30, 2021**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2020 federal award date as indicated in the U.S. DHS award package is 9/01/2020 with a total amount of funding of \$25,332,352.00. The Federal Award Identification Number is EMW-2020-SS-00017-S01.

To access your award documentation:

Log-in to <https://azdohs.gov/user>. A username and password was provided to you/your staff during the application phase. If you no longer have your username/password, please contact your Strategic Planner for assistance. Be advised all applications submitted on behalf of your organization, as well as associated award information, will be viewable and accessible by all authorized users associated with your organization.

To establish acceptance of the award, please follow these instructions:

The following action items must be downloaded, completed, signed and returned to AZDOHS:

1. Project Administration Page - Print and sign one original Project Administration Page.
2. Two Subrecipient Agreements - Print and sign two original Subrecipient Agreements, completing sections XXXVII and XXXVIII.
3. Environmental and Historic Preservation (EHP) required documentation, if applicable.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2021, this award is rescinded and the funds will be reallocated.**



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2020. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,

A handwritten signature in black ink that reads "Gilbert M. Orrantia".

Gilbert M. Orrantia
Director

2020 State Homeland Security Grant Application

Submitted by Haley Nicoll on January 28, 2020 - 9:40am

PROJECT ADMINISTRATION

PROJECT DESCRIPTION

Subrecipient Agreement #: 200100-01

Project Title: Apache County YETIS (Youth Emergency Team) Equipment

Project Summary:

One of the goals in Apache County Emergency Management and Preparedness is to reintroduce the idea of a Community Emergency Response Team (CERT) after close to 7 years without one. The way that we have decided to go about reintroducing this is through a Youth Emergency Team (YET team or the YETIS)- similar to Teen CERT- consisting of kids aged 11-18. It has been proven that children who have received training and understanding of emergencies have a higher chance of responding to them in a positive way with less panic and anxiety. With school shootings, lockdowns, and other acts of domestic terrorism threatening the schools and school related events every day, it is a top priority to train powerful, resilient and confident youth in basic emergency response. They will be trained in the skills needed to potentially save lives and prevent acts of domestic terrorism in their own communities. The 'YETIS' will be beneficial to our schools in preventing future acts of terrorism. A major part of the YETIS training curriculum will be in terrorism. It will prevent and mitigate the threat of active shooters in schools and potentially prevent students from getting in trouble with the law, which leads to being incarcerated or put on probation. Our local first responders will be able to utilize the 'YETIS' in basic emergency response, too. Apache County Emergency Management is hoping that this team will make an impact on the North Region of Arizona in a positive way and will stand as an example to other jurisdictions/counties of the good impressions that youth can make on a community. Apache County Emergency Management also want this team to make an impact on the youth, themselves, and show them what the jobs of first responders look like and hopefully inspire future careers as first responders. The initial plan is to train and exercise with the 'YETIS' in the 2020 calendar year and put the team into practice early 2021. The first team will be in southern Apache County, then plan on expanding northward to hopefully create individually sponsored teams throughout the county. The needs that we have with this project include funding for equipment for the team as we would like each 'YETI' to have their own response bag.

Organization Name:

Apache County Emergency Management

COMMENTS / REVIEW

Funding Year: 2020

Performance Period: October 1, 2020 to September 30, 2021

Award Letter Date: September 18, 2020

EHP: A

APPLICANT CONTACT

Applicant Title:
Emergency Management Specialist

Applicant Name:
Haley Nicoll

Applicant Email:
hnicoll@co.apache.az.us

Applicant Office Phone:
(928) 337-7927

Applicant Cell Phone:
(928) 551-2876

Address:
75 W Cleveland, PO Box 337
St Johns AZ 85936-0337

HEAD OF AGENCY CONTACT

Head of Agency Title:
EM Coordinator

Head of Agency Name:
Haley Nicoll

Head of Agency Email:
hnicoll@co.apache.az.us

Head of Agency Office Phone:
(928) 337-7927

PROGRAM CONTACT

Program Contact Title:
Emergency Management Specialist

Program Contact Name:
Haley Nicoll

Program Contact Email:
hnicoll@co.apache.az.us

Program Contact Office Phone:
(928) 333-6441

Program Contact Cell Phone:
(928) 551-2876

FISCAL CONTACT

Fiscal Contact Title:
Coordinator

Fiscal Contact Name:
Haley Nicoll

Fiscal Contact Email:
hnicoll@co.apache.az.us

Fiscal Contact Office Phone:
(928) 337-7927

Fiscal Contact Cell Phone:
(928) 551-2876

Address:
75 W Cleveland, PO Box 337
St Johns AZ 85936-0337

AGENCY DEMOGRAPHICS

Number of sworn personnel: 0

Specialized Team Project Supports: None

INITIATIVES

Initiatives:

Strengthen Planning and Citizen Preparedness Capabilities

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)? No

Project Type: Establish/enhance citizen/volunteer initiatives

THREAT PROFILE

1. What is the terrorism threat your area faces that will be addressed by this project?:

Active Shooter

Explosive Devices

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/recovering from all hazards events and threats including your chosen terrorism threat in question 1:

Having a Youth Emergency Team will be invaluable in the immediate response to an emergency, specifically explosive devices and active shooter incidents. For example, if an active shooter or explosive device were to occur at a school, these youth will be trained in medical care. This could be the difference between life and death of a classmate or teacher. They will be trained in light search and rescue in the event that they are needed to search for classmates in a classroom that had an detonated explosive device. Please note that all response done by the 'YETIS' will be conducted in partnership with local first responders. The 'YETIS' are going to be an asset to the schools in hopes that it mitigates the issue of active shooters. This team will give students purpose and confidence in something other than sports, music, or art. These students will be able to use their skills outside of the school as well. They will have the knowledge of basic response to many if not all emergencies in the real world.

3. Mission Area > Core Capability:

- Mitigate › Community Resilience

3a. Capability Target > POETE > Gap:

- Annually enhance, maintain and sustain a public education program to inform residents of personal emergency preparedness through collaborative efforts with the whole community › Training › Education and skill building

4. What resources does your agency have to support the capability target selected above?:

Currently, Apache County Emergency Management and Preparedness has identified certified instructors for the area. This will help with a lot of the training for the 'YETIS' and reduce training costs.

5. How will this project help your agency to achieve the capability target selected above?:

A Youth Emergency Team (YET or YETIS) will bring awareness of basic response to a wide array of hazards, the largest to them being acts of domestic terrorism in their schools. This program will help to build emergency response skills in not only students, but their families, teachers, and school staff. The YETIS will build more awareness of Emergency Preparedness and Emergency Management to their entire community. Once the children are engaged throughout the county, we are going to work towards engaging the adults. From there, first responders and Emergency Management will be able to utilize them in many other scenarios.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

6a. Describe how your agency will maintain this capability.:

If the SHSGP dollars are not available for this project, we will plan on using Emergency Management Performance Grant (EMPG) to cover the cost.

7. Does this project support a NIMS typed resource?: No

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSSG) funding to support this project/capability?: Yes

8a. List the Subrecipient Agreement number and award amounts previously received in support of this capability.:

The previous SHSGP grant that was awarded was from a different department and different management upwards of 7 years ago.

9. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2020?:
Yes

9a. What will the source of the match be?:

In-kind match through volunteer services

10. Describe which agencies will directly benefit from this project aside from your own and how they will benefit.:

First and foremost, our local schools will benefit greatly from this team. Also, our Fire and Law Enforcement will have access to the team in the event that they are needed for response. They will also benefit in the fact that this team could consist of future first responders and law enforcement personnel. Lastly, we hope that this program will assist our County Probation office as we want to engage students from a young age. We want them to have something positive in their lives that will give them purpose and keep them out of trouble.

PLANNED PROJECT ACTIVITIES

PLANNED ACTIVITIES FOR QUARTER #1

Apache County Emergency Management and Preparedness will receive the grant award letter and get it approved by our elected officials. We will also identify the needed supplies in each 'bag' to help the students be successful.

PLANNED ACTIVITIES FOR QUARTER #2

Emergency Management and Preparedness will work towards ordering the equipment for the team. This will be done in accordance with the Apache County Procurement Policy.

PLANNED ACTIVITIES FOR QUARTER #3

Emergency Management will submit for reimbursement on the equipment.

PLANNED ACTIVITIES FOR QUARTER #4

Emergency Management will collect the reimbursement check and work on final reporting paperwork.

EQUIPMENT REQUEST

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Qty Awarded	Total Awarded
Item Name: CERT Bags AEL: 21GN-00-CCEQ Description: The bags consist of a CERT Bag, vest, scissors, flashlight, duct tape, emergency whistle, gloves, goggles, and other medical and survival safety equipment.	N/A	45	\$90	\$4,050	30	\$2,800
				\$4,050		\$2,800

Equipment Requested Total: \$4,050

Equipment Awarded Total: \$2,800

TRAINING REQUEST

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Training Request Total: \$0

Training Award Total: \$0

Does your agency have a MYTEP?: No

EXERCISE REQUEST

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
								\$0

Exercise Requested Total: \$0

Exercise Awarded Total: \$0

Does your agency have a MYTEP?: No

PLANNING REQUEST

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0

Planning Request Total: \$0

Planning Award Total: \$0

ORGANIZATION ACTIVITY REQUEST

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0

Organizational Activity Request Total: \$0

Organizational Activity Award Total: \$0

MANAGEMENT AND ADMINISTRATION REQUEST

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0

M&A Total Requested: \$0

M&A Awarded Total: \$0

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$4,050	\$2,800
Exercise Total	\$0	\$0
Training Total	\$0	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$4,050	\$2,800
	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0
	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

INDIRECT COSTS

Is your agency seeking indirect costs?: No

Indirect Costs Approved: No

FUNDING PRIORITIES

Can partial funding be accepted in support of this project?: Yes

Funding Details:

The bags that we are requesting are a top priority in kickstarting this team. We are allowing 15 students per school district to be a part of the team. So, we need 15 bags per team. As we move towards the north to expand the number of school districts with teams, the demand for bags will grow. It will continue to grow as we move toward getting adult CERT teams established. So, if this project were to be partially funded, we hope that we can at least get 30 bags, which would allow 2 school districts to have YET teams. If fully funded, we are asking for \$4200 to include the shipping of the bags. If partially funded for 30 bags, we would like to have \$2800.



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security State Homeland Security Program



Director Gilbert M. Orrantia

Equipment - Budget Detail Worksheet

Apache County Emergency Management

200100-01

AEI #	Item Description	Qty Requested	Total Requested	Qty Approved	Total Approved
21GN-00-CCEQ	CERT Bags	45	\$4,050	30	\$2,800
TOTAL:			\$4,050		\$2,800

Displaying 1 - 1 of 1 Equipment Items



Governor Douglas A. Ducey

State of Arizona
Department of Homeland Security
State Homeland Security Program



Director Gilbert M. Orrantie

Project Administration Page

Grant #: **200100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Apache County YETIS (Youth Emergency Team) Equipment**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Apache County Emergency Management**

Point of Contact: **Haley Nicoll**

Subrecipient Address:

Street: **75 W Cleveland, PO Box 337**

City/State/Zip: **St Johns, AZ 85936-0337**

Head of Agency: **EM Coordinator Haley Nicoll**

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

Phone #: **(928) 337-7927**

E-mail Address: hnicoll@co.apache.az.us

2. Organizational Type: **County Government**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Planning and Citizen Preparedness Capabilities**

5. Total Dollar Amount Requested: **\$4,050** Total Dollar Amount Awarded: **\$2,800**

This form is to be signed and returned.

Project Administration Page

Grant #: **200100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Apache County YETIS (Youth Emergency Team) Equipment**

Grant Program: **FFY 2020 Homeland Security Grant Program Award**

APPROVAL PROCESS

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

Subrecipient Project Point of Contact:

Haley Nicoll

Print Name

Signature

Date

AZDOHS Staff:

Tim Baldwin

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$4,050	\$2,800
Training	\$0	\$0
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	<u>\$4,050</u>	<u>\$2,800</u>

This form is to be signed and returned.

Project Administration Page

Grant #: **200100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Apache County YETIS (Youth Emergency Team) Equipment**

Grant Program: **State Homeland Security Grant Program**

1. Unit of Government: **Apache County Emergency Management**

Point of Contact: **Haley Nicoll**

Subrecipient Address:

Street: **75 W Cleveland, PO Box 337**

City/State/Zip: **St Johns, AZ 85936-0337**

Head of Agency: **EM Coordinator Haley Nicoll**

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

Phone #: **(928) 337-7927**

E-mail Address: hnicoll@co.apache.az.us

2. Organizational Type: **County Government**

3. Region or Entity: **North Region**

4. Initiative Title: **Strengthen Planning and Citizen Preparedness Capabilities**

5. Total Dollar Amount Requested: **\$4,050** Total Dollar Amount Awarded: **\$2,800**

This form is to be signed and returned.

Project Administration Page

Grant #: **200100-01**

Subrecipient: **Apache County Emergency Management**

Project Title: **Apache County YETIS (Youth Emergency Team) Equipment**

Grant Program: **FFY 2020 Homeland Security Grant Program Award**

APPROVAL PROCESS

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

Subrecipient Project Point of Contact:

Haley Nicoll

Print Name

Signature

Date

AZDOHS Staff:

Tim Baldwin

Print Name

Signature

Date

Award Funded as Follows:

	Requested Totals	Awarded Totals
Equipment	\$4,050	\$2,800
Training	\$0	\$0
Exercise	\$0	\$0
Planning	\$0	\$0
Organization	\$0	\$0
M & A	\$0	\$0
Award Total	\$4,050	\$2,800

This form is to be signed and returned.

SUBRECIPIENT AGREEMENT

20-AZDOHS-HSGP-200100-01

Between

The Arizona Department of Homeland Security

And

Apache County Emergency Management (DUNS# 082897786)

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

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Apache County Emergency Management** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2020** and shall terminate on **September 30, 2021**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: "**Apache County YETIS (Youth Emergency Team) Equipment**" and funded at **\$2,800** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2020-SS-00017-S01 and CFDA #97.067:

- a. Provide up to **\$2,800** to the Subrecipient for services provided under Paragraph III.
- b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

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

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 USC 7501-7507) as amended by the Single Audit Act Amendments of 1996 (P.L. 104-156) and 2 C.F.R. 200.501, the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than \$750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than \$750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.
- b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.
- c) Subrecipients who do not expend more than \$750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.
- e) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

VII. **APPLICABLE STANDARDS AND REGULATIONS**

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO) and Code of Federal Regulations (C.F.R.) 2 C.F.R. 200. The NOFO for this program is hereby incorporated into this Agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO and all other applicable law.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 C.F.R. 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal (Subrecipient) entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See FEMA publication FP 108-023-1, titled "Environmental Planning and Historic Preservation (EHP) Policy Guidance," available at https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pd. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Federal Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review. In addition, the following provisions must be adhered to:

Consultants/Trainers/Training Providers

Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 C.F.R. 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors

The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 C.F.R. 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which may result in litigation related in any way to this Agreement.

Travel Costs

All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of the Subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the Subrecipient. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov/travel>.

Procurement

The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: <https://azdohs.gov/grant-program-forms>.

Training and Exercise

The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

- b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

- a) P25 (Project 25) standards;
- b) SAFECOM Guidance (see <https://www.dhs.gov/safecom>);
- c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
- d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

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

- a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").
- b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such

property/equipment and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved by AZDOHS, and 2 C.F.R. 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 C.F.R. 200.313 - Equipment. Any loss, damage, or theft shall be investigated by Subrecipient and reported by Subrecipient to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form shall be submitted to AZDOHS by Subrecipient.
- b) Nonexpendable Property/Equipment and Capital Assets:
 - a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 - b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at <https://azdohs.gov/grant-program-forms>. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 - a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported by Subrecipient to AZDOHS immediately.
 - b. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted by Subrecipient to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form to AZDOHS and receive approval prior to the disposition. The Equipment Disposition Guidance and Request Form can be found at <https://azdohs.gov/grant-program-forms>.
- f) Equipment Record Retention
Pursuant to 2 C.F.R. 200.333(c), records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

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

- a) The Subrecipient agrees that use of grant funds for any indirect costs that may be incurred must be in accordance with 2 C.F.R. 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.
- b) The Subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient is to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

IX. FUNDS MANAGEMENT

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

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

- Financial Management
- Procurement
- Personnel
- Property
- Travel

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

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports

The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at <https://azdohs.gov/grant-program-forms>. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire project is completed. If the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report

should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

- b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application as approved by AZDOHS. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.
- c) Quarterly Programmatic Reports are due:
 - January 15** (for the period from October 1– December 31)
 - April 15** (for the period from January 1 – March 31)
 - July 15** (for the period from April 1 – June 30)
 - October 15** (for the period from July 1 – September 30)
- d) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).
- e) Property Control Form – if applicable:

The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The Subrecipient's use and disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 C.F.R. 200.313.
- f) Financial Reimbursements

The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar days** after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

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

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

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

XI. ASSIGNMENT AND DELEGATION

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

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

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

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 C.F.R. 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6962) and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

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

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act, P.L. 107-56), which amends 18 U.S.C. section 175-175c.

Article G – Universal Identifier and System of Award Management (SAM)

Subrecipient hereby acknowledges and agrees that it must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, P. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. 794), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104). The award term is located at 2 C.F.R. Part 175.15, the full text of which is incorporated here by reference.

Article K - Terrorist Financing

The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and all U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with all such laws and U.S. Executive Order 13224.

Article L - SAFECOM

The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation

All subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension

The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright

The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

The Subrecipient hereby acknowledges and agrees that if it collects PII, it is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII it collects. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990

The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, P.L. No. 101-336 (1990) (codified as amended at 42 U.S.C. 12101-12213), which prohibit subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article S - Age Discrimination Act of 1975

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad

The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS

The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances

Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS and/or AZDOHS.
2. Subrecipient hereby agrees to give DHS access and AZDOHS to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS and AZDOHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, P.L. 96-517, codified in 35 U.S.C. 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. 401.14.

Article Y – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article Z – National Environmental Policy Act

All subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. Parts 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AA - Lobbying Prohibitions

The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AB - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article AC - Hotel and Motel Fire Safety Act of 1990

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

Article AD - Fly America Act of 1974

The Subrecipient hereby acknowledges and agrees that it must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article AE - Federal Leadership on Reducing Text Messaging while Driving

All subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in U.S. Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AF - Federal Debt Status

The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AG - False Claims Act and Program Fraud Civil Remedies

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 31 U.S.C. 3801-3812 which details the administrative remedies for false claims and statements made.

Article AH - Energy Policy and Conservation Act

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. 6201 et. seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AI - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AJ - Duplication of Benefits

Any cost allocable to a particular Federal award, provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AK - Drug-Free Workplace Regulations

The Subrecipient hereby acknowledges and agrees that it must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101-8106).

Article AL - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. 100.201).

Article AM - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Per 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018):

1. AZDOHS Subrecipients may not use any FEMA funds under open or new awards to:

- a. Procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” (as defined in ¶2 of this Article AM) as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
2. For purposes of this Article AM “covered telecommunications equipment or services” means:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
3. FEMA grant funding may be permitted to procure replacement equipment and services impacted by this Article AM. Subrecipients should refer to applicable program guidance or contact the AZDOHS to determine if replacement equipment or services are eligible under the awarded grant program.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS.

XVI. RIGHT TO ASSURANCE

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

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved

in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

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

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

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

XXI. PARTIAL INVALIDITY

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

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

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

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

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

XXVI. SECTARIAN REQUESTS

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

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

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

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

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

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

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

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

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

XXXIII. 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.

XXXIV. COUNTERPARTS

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

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

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

XXXVI. SPECIAL CONDITIONS

- a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
- b) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).
- c) The Subrecipient agrees to comply with the U.S. Department of Homeland Security regulation 6 C.F.R Part 19, which prohibits discrimination based on religion in social service programs

XXXVII. NOTICES

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

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

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

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

Enter Title, First & Last Name Above

Enter Agency Name Above

Enter Street Address Above

Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.



FOR AND BEHALF OF THE

Enter Agency Name Above

Authorized Signature Above

Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: Apache County Emergency Management

Date/Signature: _____

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 the FFY 2020 Emergency Management Performance Grant (Grant Award #EMF-2020-EP-00009) in the amount of \$214,325.86. This grant has a 50/50 cost match.

BOS Meeting Date: November 10, 2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature: _____

Check if item does not require review

Finance Review: _____

Signature: _____

Check if item does not require review

Human Resources Review: _____

Signature: _____

Check if item does not require review

Other Review: _____

Signature: _____

Check if item does not require review

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

From: [Haley Nicoll](#)
To: [Celeste Robertson](#); [Timothy Hinton](#)
Cc: [Beth Bond](#); [Yvette Greer](#)
Subject: EMPG Grant- Board Agenda Item
Date: Monday, November 2, 2020 12:11:47 PM
Attachments: [EMPG Grant Board Agenda Item.pdf](#)

Hello Timothy and Celeste,

This attachment is for your review for the Board of Supervisor's meeting on November 10th. Thank you

Best Regards,

Haley Nicoll
Apache County Emergency Management and Preparedness
Emergency Management Coordinator
Work 928-551-0799
Cell 928-551-2876





Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND
MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Michael T.
McGuire
THE ADJUTANT GENERAL

October 14, 2020

Brian Hounshell, Emergency Management Director
Apache County
P.O. Box 428
St. Johns, AZ 85936

RE: FFY 2020 Emergency Management Performance Grant (EMPG)
CFDA # 97.042
Grant Award # EMF-2020-EP-00009
Final Award Amount: \$214,325.86

Dear Mr. Hounshell,

The Arizona Department of Emergency & Military Affairs, Division of Emergency Management is pleased to provide you with this Final Grant Award letter for the above referenced grant. The amount of Federal funds awarded to **Apache County** is **\$107,117.93**.

As a condition of the award, you are required to contribute a cost match in the amount of **\$107,117.93** of non-federal funds, or 50 percent of the total approved project costs of **\$214,325.86**. EMPG funds may be obligated and expended within the period of performance from **July 1, 2020 - June 30, 2021** and in accordance with the EMPG grant guidelines.

All expenditures made with grant funding must adhere to all federal regulations and requirements as outlined in the Agreement, EMPG Notice of Funding Opportunity, and DEMA EMPG Local Programmatic Guidance. Also, each grant award will be monitored for both programmatic and fiscal compliance through desk monitoring and scheduled site monitoring visits.

Recipients that expend \$750,000 or more from all federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with the audit requirements, will suspend the release of federal funds until complete. *Reference C.F.R. 200.512 Single Audit reporting ending 06/30/2019: FY19. The FY 2019 Audit Report is verified received at the Federal Audit Clearinghouse (FAC) on 08/12/20.*

As a reminder, the (GAO) Grant Activities Outline quarterly report is due to the EMPG Program Coordinator within 30 days of the end of each calendar quarter, this report can be emailed to diane.fernandez@azdema.gov. The Expenditure Reports along with all financial supporting documents are due to EMPG Finance Coordinator within 30 days of the end of each calendar quarter to receive reimbursement. Expenditure Reports must have original signatures and should be mailed to the Finance Coordinator at the address below:

Arizona Department of Emergency & Military Affairs, Division of Emergency Management

Grant Administration Section
Diane Fernandez
EMPG Program Coordinator
5636 E McDowell Rd., Bldg 5101
Phoenix, AZ 85008

DEMA Resource Accounting/Finance
Wendy Bidon
EMPG Finance Coordinator
5645 E McDowell Rd, Bldg 5800
Phoenix, AZ 85008

Please refer questions to Diane Fernandez at 602-464-6268 or diane.fernandez@azdema.gov. We look forward to working with you and your staff in the coming year.

Sincerely,

A handwritten signature in black ink that reads "Allen Clark". The signature is written in a cursive, slightly stylized font.

Allen Clark
Director, Division of Emergency Management

SUBRECIPIENT AGREEMENT BETWEEN

Apache County

170320027

AND

**The Arizona Department of Emergency and Military Affairs
FOR**

Emergency Management Performance Grant - EMF-2020-EP-00009

WHEREAS, A.R.S. 41-4254(6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to Apache County ("Subrecipient") under Catalogue of Federal Domestic Assistance (CFDA) # 97.042 under the terms of this Subrecipient Agreement (Agreement).

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2020 and shall terminate on June 30, 2021. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by DEMA, a copy of which is attached as Exhibit III.
 - a. The FY 2020 EMPG covers eligible costs from July 1, 2020 - June 30, 2021 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2020 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit 3, the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
 - b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three emergency management focused exercises run by either Subrecipient or DEMA during the Agreement Period.
 - c. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient's projects, and monitors projects (with regard to

program eligibility and other requirements) only in order to protect the State's interests.

- i. The FY 2020 EMPG program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in Exhibit 4, up to **\$107,117.93**. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III of this Agreement.
- b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

5. **FISCAL RESPONSIBILITY** - For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 C.F.R. 200.501, if Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
- b. Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative

to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
 - a. Comply with the NOFO;
 - b. Utilize equipment that appears on the U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.fema.gov/authorized-equipment-list>
 - c. prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in Subpart F-Audit Requirements, 2 CFR Chapter II, Audits of States, Local Governments, and Non-Profit Organizations, available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>.
 - d. Comply with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO;
 - e. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 through 4347); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 through 304112, and 305501 through 307108); the Endangered Species Act (ESA; 7 U.S.C. 136; and 16 U.S.C. 1531 through 1544), and Executive Orders on Floodplains (11988; see <https://www.fema.gov/executive-order-11988-floodplain-management>), Wetlands (11990; see <https://www.fema.gov/executive-order-11990-protection-wetlands-1977>) and Environmental Justice for Low Income & Minority Populations (12898; see <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA.
 - i. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Subrecipient must complete the EHP Assessment Questionnaire form and provide the supporting documentation to include diagrams and photos. The EMPG Program Coordinator will review the

documents and forward to FEMA-Environmental Office. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **CONSULTANTS/TRAINERS/TRAINING PROVIDERS** - Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.
10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.
11. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see <https://gao.az.gov/publications/saam>); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.
12. **PROCUREMENT** - Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.
13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through the DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient further agrees to:
 - a. Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question;

- b. Post all exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and
- c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox (HSEEP@fema.dhs.gov) and copy the DEMA Grant Administration Office (grants@azdema.gov) and the DEMA Exercise Officer at exercises@azdema.gov.

14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient must stop charging this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**

Subrecipient warrants its compliance with

- a. all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.
- b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA up to and including termination of this Agreement.
- c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

16. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

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

the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

- d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

17. **DEBARMENT CERTIFICATION** - Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" attached as Exhibit 17.

18. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

19. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:
- a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within thirty (30) working days of the last day of the quarter in which services are provided. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit 19(a).
 - i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.
 - ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
 - iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	July 30

- b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with

the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit 19(b).

- i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than ninety (90) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.
- ii. DEMA requires that all requests for reimbursement be submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person.
- iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
- iv. Quarterly Financial Expenditure reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	September 30

- v. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 46, NOTICES, of this Agreement.

20. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

21. **AMENDMENTS** - Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.

- a. Any such amendment shall specify:
 - i. an effective date;
 - ii. increases or decreases in the amount of Subrecipient's compensation if applicable;
 - iii. be titled as an "Amendment,"
 - iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph 21, AMENDMENTS.

23. **RIGHT TO ASSURANCE** - If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.
24. **CANCELLATION FOR CONFLICT OF INTEREST** - DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.
25. **THIRD PARTY ANTITRUST VIOLATIONS** - Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.
26. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
27. **FORCE MAJEURE** - If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
28. **PARTIAL INVALIDITY** - Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
29. **ARBITRATION** - In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
30. **GOVERNING LAW AND CONTRACT INTERPRETATION**
 - a. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

- b. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
 - c. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
31. **ENTIRE AGREEMENT** - This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 30 of this Agreement; provided. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
32. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.
33. **LICENSING** - Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.
34. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.
35. **SECTARIAN REQUESTS** - Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.
36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
37. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.
38. **INDEMNIFICATION** - To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
39. **TERMINATION** –

- a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.
 - b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
 - c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.
40. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
41. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
42. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.
43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:
- a. the copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
 - b. Any rights of copyright which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.
45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in Exhibit 45-2019 DHS Standard Terms and Conditions.
46. **NOTICES** - Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency & Military Affairs

5636 E. McDowell Road
Phoenix, AZ 85008

Apache County
PO Box 428
St. Johns, AZ 85936

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
diane.fernandez@azdema.gov
(602) 464-6268

Fiscal Grant Coordinator
Wendy Bidon
wendy.bidon@azdema.gov
(602) 267-2762

IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Apache County

FOR AND BEHALF OF
Arizona Dept of Emergency & Military Affairs,
Division of Emergency Management

Authorized Signature

Name & Title

Allen Clark, Director

Date

Date

SUBRECIPIENT AGREEMENT BETWEEN

Apache County

170320027

AND

**The Arizona Department of Emergency and Military Affairs
FOR**

Emergency Management Performance Grant - EMF-2020-EP-00009

WHEREAS, A.R.S. 41-4254(6) charges the Arizona Department of Emergency and Military Affairs (DEMA) with the responsibility of administering funds.

THEREFORE, it is agreed that DEMA shall provide funding to Apache County ("Subrecipient") under Catalogue of Federal Domestic Assistance (CFDA) # 97.042 under the terms of this Subrecipient Agreement (Agreement).

1. **PURPOSE OF AGREEMENT** - The purpose of this Agreement is to specify the rights and responsibilities of DEMA in administering the distribution of Emergency Management Performance Grant (EMPG) funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS** - This Agreement shall become effective on July 1, 2020 and shall terminate on June 30, 2021. The rights and responsibilities of DEMA and Subrecipient as described herein will survive termination of this agreement.
3. **DESCRIPTION OF SERVICES, SUPPLIES AND EQUIPMENT** - Subrecipient shall use the funds provided under this Agreement solely for the purposes for which these funds have been provided, as documented by the Subrecipient's grant application as approved by DEMA, a copy of which is attached as Exhibit III.
 - a. The FY 2020 EMPG covers eligible costs from July 1, 2020 - June 30, 2021 (the "Agreement Period"). The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the Agreement Period. Allowable costs are defined in the FY 2020 EMPG Notice of Funding Opportunity (NOFO), a copy of which is attached as Exhibit 3, the AZDEMA EMPG Local Programmatic Guidance and by this Agreement.
 - b. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) as stated in the NOFO, and Subrecipient must provide DEMA with written proof of completion for each individual as soon as that individual's training is completed. All EMPG funded personnel must also participate in no less than three emergency management focused exercises run by either Subrecipient or DEMA during the Agreement Period.
 - c. Finance & Administration - Subrecipient shall provide DEMA with complete documentation of all expenditures of funds provided under this Agreement as soon as such documentation becomes available to Subrecipient. Subrecipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving funds under this Agreement. DEMA does not manage or take responsibility for the Subrecipient's projects, and monitors projects (with regard to

program eligibility and other requirements) only in order to protect the State's interests.

- i. The FY 2020 EMPG program has a 50% cost match (cash or in-kind) requirement, pursuant to sections 611(j) and 613(a) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Pub. L. No. 93-288), as amended, (42 U.S.C. 5121 et seq.). Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds. All funds received by Subrecipient through DEMA under this Agreement are agreed to be federal matching funds; Subrecipient shall be solely responsible for providing the other 50% (cash or in-kind) in order to obtain these federal matching funds.
- ii. The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 2 C.F.R. 200.306, and Subrecipient contributions must meet the standards of 2 C.F.R. 200.306 and all other applicable federal law.

4. **MANNER OF FINANCING** - DEMA shall:

- a. Provide the Subrecipient with 50% of the costs expended for approved services, supplies and equipment identified in Exhibit 4, up to **\$107,117.93**. Subrecipient will use the funds provided by DEMA and the matching contribution made by the Subrecipient to acquire the services, supplies and equipment identified in part III of this Agreement.
- b. Payment made by DEMA to Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment or other form of contribution, consisting of applicable, accurate and complete documentation, as determined by DEMA in its sole discretion. A listing of acceptable documentation is attached as Exhibit 4(b).

5. **FISCAL RESPONSIBILITY** - For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by DEMA, the State, or Federal government, Subrecipient shall reimburse said funds to DEMA immediately.

6. **FINANCIAL AUDIT/PROGRAMATIC MONITORING** - Subrecipient shall comply with A.R.S. 35-214 and 35-215.

- a. Pursuant to 2 C.F.R. 200.501, if Subrecipient expends \$750,000 or more from all federal funding sources during the fiscal year, Subrecipient shall submit an organization-wide financial and compliance audit report per Subpart F of 2 C.F.R. Part 200. Failure to comply with any requirements imposed as a result of an audit will suspend the release of federal funds by DEMA to Subrecipient until Subrecipient has met all such requirements.
- b. Subrecipient will be monitored periodically by DEMA, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring may involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance and administrative issues relative

to each program, and may identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by DEMA, and shall provide access to all personnel, documents, and other records as may be requested from time to time by DEMA. Subrecipient also shall comply with all requests of DEMA that DEMA deems necessary to assure the parties' compliance with their obligations under this Agreement, including but not limited to circumstances in which DEMA is required or requested to provide information or records to FEMA or to any state or federal auditor; in such event, Subrecipient shall cooperate with DEMA and shall provide DEMA with all information and records necessary for DEMA to comply with any such request or requirement.

7. **APPLICABLE FEDERAL REGULATIONS** - Subrecipient must comply with all applicable Arizona and Federal law, whether or not specifically cited or referenced in this Agreement, and including but not limited to, as applicable, (1) 2 C.F.R. 200.0 through 200.345 (general provisions and requirements); (2) 200.400 through 200.475 (cost principles); (3) 200.500 through 200.521 (audit requirements); (4) the Appendices to 2 C.F.R. Part 200; and (5) 2 C.F.R. 3002.10.
8. **OTHER APPLICABLE REQUIRED STANDARDS** - In addition to complying with all applicable Federal and Arizona statutes and regulations, Subrecipient shall:
 - a. Comply with the NOFO;
 - b. Utilize equipment that appears on the U.S. Department of Homeland Security Authorized Equipment List (AEL) available at <https://www.fema.gov/authorized-equipment-list>
 - c. prepare, retain, and be prepared to produce for examination by DEMA and/or FEMA, all records of all activities relating to this Agreement, to the extent necessary to comply with the requirements set forth in Subpart F-Audit Requirements, 2 CFR Chapter II, Audits of States, Local Governments, and Non-Profit Organizations, available at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/#numerical>.
 - d. Comply with National Incident Management System (NIMS) Implementation initiatives as outlined in the NOFO;
 - e. Comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including but not limited to: the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 through 4347); the National Historic Preservation Act (NHPA; 54 U.S.C. 300101 through 304112, and 305501 through 307108); the Endangered Species Act (ESA; 7 U.S.C. 136; and 16 U.S.C. 1531 through 1544), and Executive Orders on Floodplains (11988; see <https://www.fema.gov/executive-order-11988-floodplain-management>), Wetlands (11990; see <https://www.fema.gov/executive-order-11990-protection-wetlands-1977>) and Environmental Justice for Low Income & Minority Populations (12898; see <https://www.fema.gov/executive-order-12898-environmental-justice-low-income-minority-populations-1994>). Subrecipient shall not undertake any project having the potential to impact EHP resources without express prior written approval obtained through DEMA.
 - i. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Subrecipient must complete the EHP Assessment Questionnaire form and provide the supporting documentation to include diagrams and photos. The EMPG Program Coordinator will review the

documents and forward to FEMA-Environmental Office. Any subsequent change to the project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient must immediately cease construction in that area and notify DEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full EHP review being completed by FEMA Office of Environmental and Historic Preservation.

9. **CONSULTANTS/TRAINERS/TRAINING PROVIDERS** - Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates and must be obtained in compliance with the procurement rules applicable under Arizona law to the Subrecipient and 2 C.F.R. 200.317 through 200.326.
10. **CONTRACTORS/SUBCONTRACTORS** - Subrecipient may enter into written subcontract(s) for performance of certain of its functions under this Agreement in accordance with terms established under Arizona and Federal law. Subrecipient agrees and understands that no subcontract that Subrecipient enters into with respect to performance under this Agreement shall in any way relieve Subrecipient of any responsibilities for performance of its duties. Subrecipient shall give DEMA immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against Subrecipient by any subcontractor or vendor with respect to any work on any project funded in whole or in part under this Agreement.
11. **PERSONNEL AND TRAVEL COSTS** - All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the Subrecipient's policies and procedures and the State of Arizona Accounting Manual (SAAM; see <https://gao.az.gov/publications/saam>); must be applied uniformly to both federally financed and other activities of the Subrecipient; and will be reimbursed at the most restrictive allowability and rates. At no time will Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration in the SAAM.
12. **PROCUREMENT** - Subrecipient shall comply with all of its own procurement rules/policies, all Federal procurement rules/policies (including but not limited to those outlined in this section VII of this Agreement), and all Arizona State procurement code provisions and rules. The intent is that all procurement contracts be awarded competitively, and the Subrecipient shall not enter into any noncompetitive (sole or single source) procurement unless express prior written approval is granted by DEMA.
13. **TRAINING AND EXERCISE** - Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the NOFO. All training must be approved through the DEMA/Arizona Department of Homeland Security training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient further agrees to:
 - a. Submit the HSEEP Toolkit Exercise Summary to DEMA with all Exercise Reimbursement Requests within 90 days of completion of the exercise in question;

- b. Post all exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) via the HSEEP Toolkit within 90 days of completion of the exercise in question; and
- c. Within 90 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the Subrecipient shall email the AAR/IP into the HSEEP Inbox (HSEEP@fema.dhs.gov) and copy the DEMA Grant Administration Office (grants@azdema.gov) and the DEMA Exercise Officer at exercises@azdema.gov.

14. **NONSUPPLANTING AGREEMENT** - Subrecipient shall not use funds obtained under this Agreement to supplant State or Local funds or other resources that would otherwise have been made available for any program/project funded in whole or in part under this Agreement. Further, if a position created by this grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, Subrecipient must stop charging this grant for the new position. Upon filling the vacancy, Subrecipient may resume charging for the grant position.

15. **COMPLIANCE WITH STATE AND FEDERAL LAWS REGARDING IMMIGRATION-**
Subrecipient warrants its compliance with

- a. all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. 23-214 and 41-4401.
- b. A breach of a warranty by Subrecipient regarding compliance with State or Federal immigration laws or regulations shall be deemed a material breach of this Agreement and Subrecipient may result in action by DEMA up to and including termination of this Agreement.
- c. DEMA retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that Subrecipient is complying with the warranty under paragraph (a) above.

16. **PROPERTY CONTROL** - Effective control and accountability must be maintained by Subrecipient for all equipment and supplies acquired by Subrecipient under this Agreement. Subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, the grant application as approved, and the C.F.R. Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

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

the end of life or required project activities is discontinued, Subrecipient must request and receive authorization from DEMA prior to disposition.

- d. A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. Subrecipient shall provide DEMA a copy of the Property Control Form at the end of period of performance or no more than ninety (90) calendar days after the end of the Agreement. The Property Control Form shall be updated and a copy provided to DEMA no more than forty-five (45) calendar days after equipment disposition. Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- e. A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

17. **DEBARMENT CERTIFICATION** - Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" attached as Exhibit 17.

18. **FUNDS MANAGEMENT** - Subrecipient must maintain funds received under this Agreement in a separate account and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits (2 CFR 200.302). Subrecipient must maintain adequate business systems to comply with Federal requirements.

19. **REPORTING REQUIREMENTS** - Regular reports by Subrecipient shall include:

- a. Programmatic Reports- Subrecipient shall provide quarterly programmatic reports to DEMA within thirty (30) working days of the last day of the quarter in which services are provided. So that the report contains such information as deemed necessary by DEMA, Subrecipient shall use and fully complete the Quarterly Programmatic Report Format template, a copy of which is attached as Exhibit 19(a).
 - i. If a project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report must be marked as "final." Quarterly programmatic reports shall be submitted to DEMA until the entire scope of the Grant is completed.
 - ii. Upon request of DEMA, Subrecipient must provide to DEMA any information necessary to meet any state or federal reporting requirements.
 - iii. Quarterly Programmatic reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	July 30

- b. Financial Reimbursements - Subrecipient shall provide DEMA with quarterly requests for reimbursement. Requests for reimbursements shall be submitted with

the Reimbursement Form provided by DEMA, a copy of which is attached as Exhibit 19(b).

- i. Subrecipient shall submit to DEMA a final request for reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than ninety (90) calendar days after the completion of all work funded in whole or in part by the Agreement. Requests for reimbursement received by DEMA later than the ninety (90) days will not be paid. The final reimbursement request as submitted shall be marked "final" by Subrecipient.
- ii. DEMA requires that all requests for reimbursement be submitted via U.S. mail (United States Postal Service), FedEx, UPS, or another established private delivery service, or in person.
- iii. DEMA reserves the right to request and/or require any supporting documentation and/or information DEMA believes necessary in order to process requests for reimbursements. Subrecipient shall promptly provide DEMA with all such documents and/or information.
- iv. Quarterly Financial Expenditure reports are due:

Quarter	Period	Due
1	July 1 – September 30	October 30
2	October 1 – December 31	January 30
3	January 1- March 31	April 30
4	April 1 – June 30	September 30

- v. All reports shall be submitted by Subrecipient to the DEMA contact person as described in Part 46, NOTICES, of this Agreement.

20. **ASSIGNMENT AND DELEGATION** - Subrecipient may not assign any rights hereunder without the express, prior written agreement of both parties.

21. **AMENDMENTS** - Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of Subrecipient and DEMA.

a. Any such amendment shall specify:

- i. an effective date;
- ii. increases or decreases in the amount of Subrecipient's compensation if applicable;
- iii. be titled as an "Amendment,"
- iv. Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

22. **AGREEMENT RENEWAL** - This Agreement shall not bind nor purport to bind DEMA for any contractual commitment in excess of the original Agreement period, which may not be changed except by a writing signed by all parties hereto in conformity with Paragraph 21, AMENDMENTS.

23. **RIGHT TO ASSURANCE** - If DEMA in good faith has reason to believe that Subrecipient does not intend to or is unable to perform or continue performing under this Agreement, DEMA may demand in writing that Subrecipient give a written assurance of intent and ability to perform. If Subrecipient fails to provide written assurance within the number of days specified in the demand, DEMA at its option may terminate this Agreement.
24. **CANCELLATION FOR CONFLICT OF INTEREST** - DEMA may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from DEMA, unless the notice specifies a later time.
25. **THIRD PARTY ANTITRUST VIOLATIONS** - Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.
26. **AVAILABILITY OF FUNDS** - Every payment obligation of DEMA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. 35-154. If the funds are not allocated and available for the continuance of this Agreement, DEMA may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to DEMA in the event this provision is exercised, and DEMA shall not be obligated or liable for any future payments or for any damages as a result of termination under this part 18, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.
27. **FORCE MAJEURE** - If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
28. **PARTIAL INVALIDITY** - Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
29. **ARBITRATION** - In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to DEMA) relating to this Agreement shall be resolved through the administrative claims process. In the event A.R.S. 12-1518 applies, the parties shall proceed with arbitration as provided in that statute. The parties agree that proper venue for any litigation shall be in Maricopa County, Arizona.
30. **GOVERNING LAW AND CONTRACT INTERPRETATION**
- a. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

- b. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
 - c. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.
31. **ENTIRE AGREEMENT** - This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Part 30 of this Agreement; provided. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
32. **RESTRICTIONS ON LOBBYING** - Subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.
33. **LICENSING** - Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.
34. **NON-DISCRIMINATION** - Subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), A.R.S. title 41, Chapter 9, Article 4 (A.R.S. 41-1461 et seq.), and Arizona Executive Order 2009-09.
35. **SECTARIAN REQUESTS** - Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.
36. **ADVERTISING AND PROMOTION OF AGREEMENT** - Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of DEMA.
37. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS** - Any television public service announcement that is produced or funded in whole or in part by Subrecipient shall include closed captioning of the verbal content of such announcement.
38. **INDEMNIFICATION** - To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, and are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
39. **TERMINATION** –

- a. All parties reserve the right to terminate the Agreement in whole or in part due to the failure of Subrecipient or DEMA to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The party wishing to terminate this Agreement shall provide the other party with a written thirty (30) day advance notice of the termination and the reasons for it.
 - b. If Subrecipient chooses to terminate this Agreement before the grant deliverables have been met then DEMA reserves the right to collect from Subrecipient all funds distributed by DEMA under this Agreement to Subrecipient.
 - c. DEMA may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subrecipient shall be liable to DEMA for any excess costs incurred by DEMA in procuring materials or services in substitution for those due from Subrecipient.
40. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION** - Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.
41. **COUNTERPARTS** - This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
42. **AUTHORITY TO EXECUTE THIS AGREEMENT** - Each individual executing this Agreement on behalf of Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.
43. **SPECIAL CONDITIONS** - Subrecipient acknowledges that U.S. Department of Homeland Security-Federal Emergency Management Agency and DEMA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:
- a. the copyright in any work developed under an award to DEMA or this sub-award to Subrecipient; and
 - b. Any rights of copyright which the Subrecipient purchases ownership with Federal support. Subrecipient shall consult with DEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
44. **RECORD RETENTION** - The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. 35-214 and 35-215. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.
45. **ADDITIONAL TERMS AND CONDITIONS** - The Subrecipients agrees to comply with the additional Terms and Conditions as described in Exhibit 45-2019 DHS Standard Terms and Conditions.
46. **NOTICES** - Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Emergency & Military Affairs

5636 E. McDowell Road
Phoenix, AZ 85008

Apache County
PO Box 428
St. Johns, AZ 85936

Subrecipient shall address all programmatic questions and reimbursement notices relative to this Agreement to the appropriate DEMA staff contact:

Programmatic Coordinator
Diane Fernandez
diane.fernandez@azdema.gov
(602) 464-6268

Fiscal Grant Coordinator
Wendy Bidon
wendy.bidon@azdema.gov
(602) 267-2762

IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Apache County

FOR AND BEHALF OF
Arizona Dept of Emergency & Military Affairs,
Division of Emergency Management

Authorized Signature


Name & Title

Allen Clark, Director

Date

Date

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds				
PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2020 - JUNE 30, 2021				PAGE ONE
APPLICANT INFORMATION:				
ORGANIZATIONAL UNIT: DEPARTMENT	TYPE OF SUBMISSION	<input checked="" type="checkbox"/>	APPLICANT TYPE	<input checked="" type="checkbox"/>
Emergency Management	Original Application	<input checked="" type="checkbox"/>	County	<input checked="" type="checkbox"/>
ORGANIZATIONAL UNIT: DIVISION NAME	Revised Corrected Application 1		Tribe	
Apache County	Revised Corrected Application 2		State	
FUNDING OPPORTUNITY NUMBER				\$ 214,235.86
CFDA NUMBER	ORGANIZATIONAL DUNS #	CONGRESSIONAL DISTRICT	CORRECTION 1 DATE OF SUBMISSION	CORRECTION 2 DATE OF SUBMISSION
97.042	170320027	1		
CFDA TITLE	EMPLOYER/TAX IDENTIFICATION NUMBER (EIN/TIN)	LEGISLATIVE DISTRICT	TOTAL AMOUNT REQUESTED	TOTAL AMOUNT REQUESTED
EMERGENCY MANAGEMENT PERFORMANCE GRANT	86-6000385	7	\$ -	\$ -
AUTHORIZATION TO SUBMIT APPLICATION: By signing below the undersigned acknowledge they have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of the grant award.				
AUTHORIZED REPRESENTATIVE:				
FIRST AND LAST NAME	TITLE	EMAIL:	OFFICE PHONE NUMBER (INCLUDE AREA CODE)	
Brian Hounshell	Director	bhounshell@co.apache.az.us	928-337-7572	
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)	DATE SIGNED:	FAX NUMBER:	ALTERNATE PHONE NUMBER:	
	08/27/2020			
PROGRAMMATIC CONTACT: (PERSON IN CHARGE OF THE QUARTERLY ACTIVITY REPORT SUBMISSIONS TO AZDEMA)				
FIRST AND LAST NAME	TITLE	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Haley Nicoll	Coordinator	hnicoll@co.apache.az.us	928-337-7927	
FINANCE DEPARTMENT CONTACT: (PERSON IN CHARGE OF THE QUARTERLY REIMBURSEMENT REQUEST SUBMISSIONS TO AZDEMA)				
FIRST AND LAST NAME	TITLE	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Haley Nicoll	Coordinator	hnicoll@co.apache.az.us	928-337-7927	
NAME AND CONTACT INFORMATION OF PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION				
FIRST AND LAST NAME OR SAME AS PROGRAMMATIC CONTACT	TITLE:	EMAIL:	PHONE NUMBER (INCLUDE AREA CODE)	
Same as Programmatic				
MAILING ADDRESS	CITY	STATE	ZIPCODE	
PO Box 428	St Johns	AZ	85936	

Application for Emergency Management Performance Grant Funds

PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2020 - JUNE 30, 2021

PAGE ONE

APPLICANT INFORMATION:

PROGRAM AND BUDGET NARRATIVE: REQUIRED

1a. Provide a description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. The entire narrative must be readable, please expand box size if necessary to allow all narrative to print. Attach any supporting documentation.

Apache County has been made aware of the Capabilities that FEMA wants us to focus on over the next 3 years. We have identified a few of the capabilities each year to ensure that we meet all of the desired capabilities over the next grant cycle.

Apache County will first and foremost work toward having a Distribution Management Plan as it going to be required by FEMA. This will be done internally through our own personnel.

Emergency Management will also be focussing on Resilient Communications. This is a new priority for us and it will be directly tied to closing a communication gap identified in the SPR/THIRA. Our goal is to initiate exercies involving our Apache County Call Center and monthly tests for our Everbridge Mass Notification System. Lastly, Emergency Management will work towards having an Evacuation Annex. It has been identified as a gap in the area, so we will work with partners in completing this capability. The Evacuation Annex will be completed in partnership with Navajo County Emergency Management.

1b. Please outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment.

Our expenditures are mainly in personnel. It is our goal to have more people involved in the Emergency Management program. We have decided to include a communications employee who will be in charge of redundant and resilient communications. They will work on communication drills and exercises. They will also work alongside our Dispatch Supervisor on our Everbridge Mass Notification System and monthly communication tests to build a more resilient communications system. Our Division of Technical Assistance Manager will conduct mitigation efforts such as Firewise and other outreach to construct a more resilient community.

Another large cost includes our mass notification system. This is directly tied to intelligence and information sharing and Public information and Warning.

Other costs include travel, which provides invaluable training to staff in different areas of Emergency Management.

Lastly, our BoldPlanning System will aid in the revision and edit of out County Emergency Operations Plan. This plan will contain our Distribution Management Plan and our Evacuation Annex.

Lastly,

<https://www.fema.gov/core-capabilities>

Planning

Public Information and Warning

Intelligence and Information Sharing

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds	
PROGRAM PERIOD OF PERFORMANCE- JULY 1, 2020 - JUNE 30, 2021	PAGE ONE
APPLICANT INFORMATION:	
PROGRAM AND BUDGET NARRATIVE: REQUIRED	
<p>1a. Provide a description of your jurisdiction's emergency management priorities and initiatives that will be addressed with these EMPG funds. The entire narrative must be readable, please expand box size if necessary to allow all narrative to print. Attach any supporting documentation.</p> <p>Apache County has been made aware of the Capabilities that FEMA wants us to focus on over the next 3 years. We have identified a few of the capabilities each year to ensure that we meet all of the desired capabilities over the next grant cycle.</p> <p>Apache County will first and foremost work toward having a Distribution Management Plan as it going to be required by FEMA. This will be done internally through our own personnel.</p> <p>Emergency Management will also be focussing on Resilient Communications. This is a new priority for us and it will be directly tied to closing a communication gap identified in the SPR/THIRA. Our goal is to initiate exercies involving our Apache County Call Center and monthly tests for our Everbridge Mass Notification System. Lastly, Emergency Management will work towards having an Evacuation Annex. It has been identified as a gap in the area, so we will work with partners in completing this capability. The Evacuation Annex will be completed in partnership with Navajo County Emergency Management.</p>	
<p>1b. Please outline how expenditures will address/support gaps identified in the THIRA/SPR and/or County/Tribal hazard and risk assessment.</p> <p>Our expenditures are mainly in personnel. It is our goal to have more people involved in the Emergency Management program. We have decided to include a communications employee who will be in charge of redundant and resiliant communications. They will work on communication drills and exercises. They will also work alongside our Dispatch Supervisor on our Everbridge Mass Notification System and monthly communication tests to build a more resilient communications system. Our Division of Technical Assistance Manager will conduct mitigation efforts such as Firewise and other outreach to construct a more resilient community.</p> <p>Another large cost includes our mass notification system. This is directly tied to intelligence and information sharing and Public information and Warning.</p> <p>Other costs include travel, which provides invaluable training to staff in different areas of Emergency Management.</p> <p>Lastly, our BoldPlanning System will aid in the revision and edit of out County Emergency Operations Plan. This plan will contain our Distribution Management Plan and our Evacuation Annex.</p>	
Lastly,	
https://www.fema.gov/core-capabilities	
Planning	
Public Information and Warning	
Intelligence and Information Sharing	

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds					
DETAILED BUDGET TOTALS				PAGE TWO	
CATEGORY	TOTAL COSTS these fields have formulas do not enter numbers.	TOTAL FEDERAL CONTRIBUTION	TOTAL NON-FEDERAL CONTRIBUTION HARD MATCH	TOTAL NON-FEDERAL CONTRIBUTION IN-KIND MATCH	
A PERSONNEL	\$ 92,810.74	\$ 46,405.37	\$ 62,491.34	\$ 7,538.97	
B FRINGE	\$ 42,950.27	\$ 21,480.14	\$ 29,577.20	\$ -	
C TRAVEL	\$ 2,000.00	\$ 1,000.00		\$ -	
D EQUIPMENT (> \$5,000.00)	\$ -	\$ -	\$ -	\$ -	
E SUPPLIES	\$ 1,200.00	\$ 600.00		\$ -	
F CONTRACTUAL/CONSULTANT	\$ -	\$ -	\$ -	\$ -	
G OTHER	\$ 60,240.00	\$ 30,120.00		\$ -	
J TOTAL DIRECT CHARGES	\$ 199,211.01	\$ 99,605.51	\$ 92,068.53		
K TOTAL INDIRECT CHARGES	\$ 15,024.85	\$ 7,512.43	\$ 7,512.43	\$ -	
L TOTAL	\$ 214,235.86	\$ 107,117.93	\$ 99,580.96	\$ 7,538.97	
<p>2 C.F.R. 200.306 Cost Sharing or matching: (b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as apart of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:</p> <ol style="list-style-type: none"> 1. Are verifiable from the non-Federal entity's records; 2. Are not included as contributions for any other federal award; 3. Are necessary and reasonable for accomplishment of project or program objectives; 4. Are allowable under Subpart E--Cost Principles of this part; 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs; 6. Are provided for in the approved budget when required by the Federal awarding agency; and 7. Conform to other provisions of this part as applicable. (c) - (k) 					
<p>Describe how your agency intends to match the award here:</p> <p>Apache County will match this award with funds that are budgetted to the EMPG Program from the Apache County General Fund and the personnel time associated with other county staff members. We will also use in-kind match through volunteer services.</p>					
<p>Describe the Non-Federal Third Party In-Kind volunteer contributions and activities; and/or donation of facility: REQUIRED: attach supporting documentation if necessary.</p> <p>The in-kind match will be met through volunteer services. These include LEPC meetings and other EMPG related meetings/training/exercises.</p>					
<p>5. Procurement and Administrative Policies and Procedures: Verification of internal control over and accountability for all funds, property and other assets. Source: 2 CFR 2015.21(b)(3); Equipment Management Procedures: 2 CFR 215.34(f)(1), 2 CFR 215.51; Written Travel Policy: 2 CFR 220 App A.53, 2 CFR 200 App A. D(3)(f), 48 CFR 31.205-46; These policies should be readily available for review at the time of a monitoring visit or upon request.</p>					
a. Please provide a link to your agency procurement policy here, or:				https://www.co.apache.az.us/en-content/uploads/2017/12/2017-PURCHASING-POLICY_dec.pdf	
b. You may also provide a copy of your current procurement policy with the application.					

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds					
PERSONNEL				PAGE THREE	
List each position by title and name of employee, if available. Show the annual salary and fringe costs and the percentage of time to be devoted to the EMPG program. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the application organization.					
POSITION TITLE OR THIRD PARTY IN-KIND SERVICE	PERSONNEL SERVICES ANNUAL SALARY	ANNUAL FRINGE BENEFITS	% OF TIME DEVOTED TO EMERGENCY MANAGEMENT	NON-FEDERAL MATCH	FEDERAL MATCH
1 Director, Brian Hounshell	\$83,000.00	\$24,000.00	50.00%	\$ -	\$ 26,750.00
2 Manager, Tammi Jo Wilkins	\$43,430.40	\$23,658.71	10.00%	\$ 3,354.46	\$ 3,354.46
3 Coordinator, Haley Nicoll	\$38,673.00	\$22,000.00	60.00%	\$ 19,755.35	\$ 26,402.85
4 SPECIALIST, Jarrod Brooks	\$34,905.00	\$21,986.00	40.00%	\$ 11,378.20	\$ 11,378.20
5 Darrell Craig, Division Manager of Technical Services	\$54,848.78	\$14,898.00	60.00%	\$ 41,848.07	
6 Jack Ingram, Communications Manager	\$55,609.40	\$25,993.74	15.00%	\$ 12,240.47	
7 Levi Coffelt, Dispatch Supervisor	\$44,655.77	\$25,184.01	5.00%	\$ 3,491.99	
8				\$ -	
9				\$ -	
10 VOLUNTEER SERVICES	25.42 hour	\$0.00	100.00%	\$ 7,536.97	
TOTAL PERSONNEL:	\$353,122.35	\$157,720.45		\$ 99,605.50	\$ 67,885.51
REQUIRED Initial history: Acknowledge the items below by initialing in the box to the left.					
	REQUIRED: Personnel funded by EMPG must participate in three annual HSEEP-compliant exercises of any type (i.e. discussion-based or operations-based) identified. Participation must be documented and submitted to ADEM prior to final reimbursement for personnel expenditures.				
	REQUIRED: Personnel funded by EMPG must also meet or show consistent progress towards meeting the training requirements as outlined in the EMPG Notice of Funding Opportunity. Please submit a training data table of all EMPG funded employees with the application, please include personnel used as match.				
	REQUIRED: Personnel funded by EMPG will be required to submit a quarterly Time and Effort Reporting (TER) form along with their reimbursement request. The TER should document a minimum of two week's activities.				
	REQUIRED: A current Organizational Chart must be included with the application.				
	REQUIRED: A job description for all EMPG funded positions, please include positions used as non-federal match.				
hQ	Are any EMPG funded personnel members of an Incident Management Team? If Yes, describe below:			YES or NO ?	
Briefly describe Personnel expenditures, including the method used to code or track funded staff time spent on emergency management activities charged to the grant and/or used to meet local match requirement. Note: This can be best answered by your financial personnel: does your agency have a system to manage your finances that does the above tasks for you?					
<p>Apache County will have an Interim Emergency Management Director by the time this grant period of performance begins. The Director oversees the Emergency Management and Preparedness Program. The EM Director manages staff and operations; establishes and directs the EOC; coordinates resources and assets required for direction and control of disaster operations to support the Incident Command; develops policy and procedures for a variety of potential threats; provides guidance and coordinates the development of response and recovery procedures; advises cities, towns, tribal authorities and county officials on emergency management matters; provides or is a resource for instructional and informational materials to workers and volunteers who act as countywide emergency response entities; oversees grant writing for Homeland Security and other grants; serves as coordinator, contact person and/or liaison for LEPC (Local Emergency Planning Committee), LDIG (Local Drought Impact Group), AZSERG (AZ State Emergency Response Commission), LECC (Local Emergency Communications Committee), ACTIC (Arizona County Terrorism Information Center), and IMP's (Incident Management Teams). The EM Director's time will be split 50/50 between PHEP related duties and EMPG eligible tasks.</p> <p>The Coordinators are responsible for development and implementation of the goals, objectives, and priorities of the EM Program; development of MOU's/MOA's with other departments and agencies; assist in the development and/or maintenance of comprehensive plans; provides highly responsible assistance to the Director; develop and deliver training and exercises pertinent to emergency response; complete the reporting processes with EM partners; work with volunteer programs in the community and provide resources as needed; attend meetings and trainings as necessary for EM response; assist Director with grant funding opportunities and grant management; and, attend community outreach opportunities. One of the Coordinator's will spend 10% of their time on EMPG and the other Coordinator will spend 90% of their time on EMPG.</p> <p>The EM Specialist is responsible for the day-to-day operations of managing files, compiling reports, coordination of schedules, meetings, training, and travel for all staff, and maintenance of training records for staff and volunteers. 50% of the specialist's time will be devoted to EMPG.</p> <p>The Division Manager of Technical Services is 60% EMPG and his salary will be used as match. He is in charge of mitigation. One of the projects that he oversees is forest thinning and Firewise. These are essential mitigation projects considering that large-scale wildfires are the biggest threat to Apache County.</p> <p>The Communication Manager is 15% EMPG and his salary is being used as match. He has a large role in the communications of emergency management. He works on our communications tests, mass notification system, radio communications, and call center operations.</p> <p>The Dispatch Supervisor is 5% EMPG and his salary will be used as match. He works with his dispatchers on our mass notification system. We use this system to get vital information to the community, law enforcement, EMS, and fire personnel.</p> <p>Apache County continues to utilize New World as the cost management system to code and track staff time and match associated with each cost. Emergency Management Staff tracks their time through shared calendar activities, along with time and effort reporting. Staff hours are submitted electronically, which can be accessed through detail specific reports in New World. The EMPG time and effort reports and the detail general ledger report will be submitted with the Progress Report each quarter.</p>					
Describe Third Party In-kind Personnel services: (Outline the type of activities that will be conducted by volunteers.) Include the method used to code or track funded staff time spent on emergency management activities charged to the grant.					
Third Party In-kind Match. The costs must first be allowable under the grant program. Third Party In-kind match includes, but is not limited to, the valuation of in-kind services. "In-kind" is the value of something received or provided by a third-party that does not have a cost associated with it. For example, if in-kind match (other than cash payments) is permitted, then the value of donated services could be used to comply with the match requirements.					
Third-party in-kind hours will be tracked via a sign in sheet and then input into the grant reimbursement. The hourly amount will come from the independent sector's 2020 hourly rate. An example of the kinds of activities that we will use third party in-kind hours include EMPG allowable meetings, trainings, and exercises. This year, Apache County plans on hosting a full scale mass fatality exercise. We plan on using a lot of volunteer time to accomplish this exercise. We also host 2 LEPC meetings per year. Lastly, as we host other trainings, we plan on accumulating more volunteer hours.					

Total Fed Salary	Total NF Salary	Total Fed ERE	Total NF ERE
\$20,750.00		\$6,000.00	\$0.00
\$2,171.52	\$2,171.52	\$1,182.94	\$1,182.94
\$16,502.85	\$9,855.35	\$9,900.00	\$9,900.00
\$6,981.00	\$6,981.00	\$4,397.20	\$4,397.20
	\$32,909.27		\$8,938.60
	\$8,341.41		\$3,899.06
	\$2,232.79		\$1,259.20
	\$0.00		\$0.00
\$0.00	\$0.00	\$0.00	\$0.00
\$46,405.37	\$62,491.34	\$21,480.14	\$29,577.20

X	Select which description best describes the status of the designated emergency manager/coordinator for your jurisdiction.
	Full-time, permanent staff whose primary responsibility is as the emergency manager/coordinator?
	Emergency manager/coordinator duties are assigned to full-time staff with other significant duties?
	Emergency manager/coordinator is a part-time, or seasonal position or contracted?
X	Emergency Manager/coordinator duties are assumed as needed by other staff or elected officials?

Application for Emergency Management Performance Grant Funds

EQUIPMENT

<https://www.fema.gov/authorized-equipment-list>

PAGE FIVE

List all non-expendable equipment to be purchased. No-expendable equipment is tangible property having a useful life of more than one year and a cost per item of over \$5,000.00. (Note: Organization's own capitalization policy and threshold amount for classification of equipment may be used). Expendable items should be included either in the "Supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items. A list of equipment eligible under the EMPG program and the AEL categories can be found at the link above.
NOTE: Applications will be returned incomplete if the AEL number is not listed with the requested equipment. Also, if you are purchasing equipment that costs less than \$5,000.00 you must verify whether the equipment is approved on the AEL list as authorized through the EMPG program.

AEL CATEGORY #	EQUIPMENT DESCRIPTION	Requires Installation? Yes or No	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1			0	\$ -	\$ -
2			0	\$ -	\$ -
3			0	\$ -	\$ -
4			0	\$ -	\$ -
5			0	\$ -	\$ -
6			0	\$ -	\$ -
7			0	\$ -	\$ -
8			0	\$ -	\$ -
9			0	\$ -	\$ -
10			0	\$ -	\$ -
11			0	\$ -	\$ -
12			0	\$ -	\$ -
TOTAL EQUIPMENT					\$ -
TOTAL NON-FEDERAL					\$ -
TOTAL FEDERAL					\$ -

All equipment purchased with EMPG funding will require inventory tracking and is subject to monitoring by DEMA/FEMA personnel.

All communications equipment purchased with EMPG funding must adhere to SAFECOM guidance.

Equipment/projects that require installation are subject to a comprehensive "Environmental Historic Preservation" (EHP) review process. Please identify any equipment/project requiring:

- Construction of new facilities or additions to existing buildings;
- Modification or renovation of existing buildings or structures (cameras, generators, access controls, mounting equipment, rewiring/electrical work);
- Physical Security enhancements both interior and exterior and grounds (doors, lights, fences, bollards etc);
- Construction or modification of communication towers (adding antennas, mouting equipment or shelters);
- All activities that cause ground disturbance;
- Training/Exercise that involve ground disturbance or are not located at a designated training facility;
- Mobile equipment that involve radar/sonar technology.

You can request the EHP form from the DEMA EMPG program coordinator. Upon completion of the form submit it back to the program coordinator for review. DEMA will submit the EHP to FEMA when it is completed. Call the EMPG Program Coordinator if you have any questions regarding your project at 602-464-6268.

Does your project require hiring a contractor/vendor for installation? If yes, the project should most likely be listed in the "contractual/consultant services" category.

All equipment purchased with EMPG funding must be deployable in support of regional and national efforts with agency consent.

Application for Emergency Management Performance Grant Funds

EQUIPMENT

<https://www.fema.gov/authorized-equipment-list>

PAGE FIVE

1. Briefly describe what equipment will be purchased;
2. Why is the equipment is necessary;
3. How does the equipment support your program initiatives and priorities as identified on the application page 1;
4. Describe what funds will be utilized to sustain the equipment.

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Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

SUPPLIES

PAGE SIX

Generally, supplies include any materials that are expendable or consumed during the course of a year and cost less than \$5,000 for a single item. List items by type (daily operations: office supplies/copying paper, postage, training materials; training and/or exercise events; CERT training/exercise; community outreach, etc. .
 Note: Do not bundle all supplies on one line item. etc.) and show the basis for computation (if applicable).
 These supplies should be used in support of and implementation of the EMPG-eligible actions and activities conducted by your jurisdiction.

	Daily Operations; Training and/or Exercise events; CERT Training/Exercise; Community Outreach. Note: Do not bundle all supplies on one line item.	ITEM DESCRIPTION	NUMBER OF ITEMS	COST PER ITEM	TOTAL COST OF ITEMS
1					
3	Community Outreach/ Emergency Operations	Work shirt with Logo	10.00	\$ 120.00	\$ 1,200.00
4			0.00	\$ -	\$ -
5			0.00	\$ -	\$ -
6			0.00	\$ -	\$ -
7			0.00	\$ -	\$ -
8			0.00	\$ -	\$ -
9			0.00	\$ -	\$ -
10			0.00	\$ -	\$ -
11			0.00	\$ -	\$ -
12			0.00	\$ -	\$ -
				TOTAL SUPPLIES	\$ 1,200.00
				TOTAL NON-FEDERAL	
				TOTAL FEDERAL	\$ 600.00

Briefly describe the anticipated supply expenditures and how they support the implementation of EMPG-eligible actions and activities conducted by your jurisdiction:

1 The supplies that were requested are for the continuation of daily operations. The computers that we currently have are getting old and slowing down. It is vital that we have
 2 computers that are efficient so we can work and respond as quickly as possible.
 3
 4 We have also requested employee shirts. It is imperative that we remain identifiable during an emergency and while doing community outreach.
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Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

SUPPLIES

PAGE SIX

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

CONTRACTUAL / CONSULTANT SERVICES

PAGE SEVEN

EMPG-eligible services may be contracted to support planning, training, and/or exercise activities. Contractual services includes the hiring of part-time or full-time temporary employees to work on specified projects but not included as part of your jurisdictional budget.
 Note: All contractual services purchased with EMPG funding will require a clear, EMPG-eligible scope of work prior to the work start date.

	DESCRIPTION OF SERVICES	VENDOR/CONTRACT SELECTED	NUMBER OF HOURS	COST PER HOUR	COST = (NUMBER OF HOURS X COST PER HOUR)
1					
2					
3					
4					
5					
6					
7					
8					
				TOTAL CONTRACTUAL	\$ -
				TOTAL NON-FEDERAL	\$ -
				TOTAL FEDERAL	\$ -

All contractual services must adhere to proper local, state, and federal procurement procedures. For reference, please see 2 CFR 200.318.

Briefly explain what contractual services will be procured, including what procurement method will be used, why the service is necessary, and how they support your priorities and initiatives identified on the application page 1.

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Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

OTHER COSTS

PAGE EIGHT

Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under \$5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones/service, etc.

Description of costs and/or services: If your agency has an existing maintenance agreement cost list it in this category. For a Mass Notification System please provide the specific system name and vendor, i.e., CODE RED: Mass Notification System used to disseminate emergency notifications/information to the public and stakeholders in a timely manner.	IS THIS AN EXISTING, ON-GOING SERVICE AGREEMENT?	NUMBER OF UNITS	COST PER UNIT	TOTAL COST
1 Everbridge- Mass Notification System	Yes	1.00	\$ 24,000.00	\$ 24,000.00
2 Generator Maintenance	Yes	1.00	\$ 12,000.00	\$ 12,000.00
3 Vehicle Fuel for Jeep	No	1.00	\$ 2,500.00	\$ 2,500.00
4 EOC Phones	No	1.00	\$ 3,000.00	\$ 3,000.00
5 Cell Phones and Stipends	No	2.00	\$ 1,700.00	\$ 3,400.00
6 Membership Dues: AESA Memberships	No	3.00	\$ 80.00	\$ 240.00
7 Car Maintenance for Jeep (Oil Changes, Windshield Wipers)	No	1.00	\$ 1,500.00	\$ 1,500.00
8				
9 BoldPlanning	No	1.00	\$ 13,600.00	\$ 13,600.00
10				
11				
12				
			TOTAL OTHER	\$ 60,240.00
			TOTAL NON-FEDERAL	
			TOTAL FEDERAL	\$ 30,120.00

Briefly explain what other costs will be incurred, including why the costs are necessary, and how they support your priorities and initiatives identified on the application page 1.

- 1 - Everbridge is our mass notification system that we use to alert the public of emergency information. This assists in our goal of building more resilient communications.
- 2 - The costs associated with the Generator include fuel and maintenance as part of our maintenance agreement with EMPIRE CAT. The generator supplies redundant power to our EOC and Call Center. This expense also assists in building a more resilient communications system.
- 3 - EOC Phone lines are what are used in the Call Center. The Call Center consists of 12 phones that can go live in minimal setup time to deliver live, emergency information to the general public and other callers as. The Call Center phone lines will assist with communications efforts.
- 4 - Cell Phones are required for Emergency Management as we could be needed at any moment to respond in an EOC. This expense also assists in building a more resilient communications system
- 5 - Membership dues are for AESA- we have to annually renew that membership to attend the annual conference.
- 6 - The maintenance for the car will keep the Jeep running for a longer period of time. This Jeep is used to travel to and from the EOC from St Johns and Round Valley. We also use the Jeep to travel to and from meetings and trainings.
- 7 - DEMA has provided Apache County with a satellite phone. We keep that phone operation by paying for the iridium card inside. This expense also assists in building a more resilient communications system
- 8 - Apache County also uses BoldPlanning as the upkeep on all of our plans, specifically our Emergency Operations Plan. This will be vital as we are working towards rewriting the plan. The Emergency Operations Plan will hold our Distribution Management Plan and our Evacuation Annex that we will be writing this year.
- 9 - Lastly, we will be purchasing a business license for Zoom conferencing. This video and phone conferencing program will be used for continuity of operations and government. If we are ever unable to hold meetings in person, we want to be able to have video conferencing. This expense also assists in building a more resilient communications system

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

OTHER COSTS

PAGE EIGHT

Please list any other items or services that do not fall under the above listed categories. This typically includes items that are non-consumable and have a per-unit cost of under \$5,000. Examples include fuel for vehicles/EOC generators, fleet services, cell phones/service, etc.

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Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds		
INDIRECT COSTS	PAGE NINE	
<p>Indirect costs are allowable under the EMPG program as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. If no rate is established, agencies are eligible for the de minimus rate of 10% of personnel/fringe, travel, supplies, contractual services, and other costs; equipment cost are NOT included.</p>		
SELECT ONE OF THE FOLLOWING:	RATE	TOTAL INDIRECT COST
<input checked="" type="checkbox"/>		
1 <input type="checkbox"/> Our jurisdiction has an approved indirect cost rate agreement with our cognizant Federal agency to charge indirect costs to this award.*		
2 <input checked="" type="checkbox"/> Our jurisdiction does not have, or has never had an approved indirect cost rate agreement and would like to claim the de minimus 10% of personnel/fringe, travel, supplies, contractual services, and other costs as found in this application.	10%	\$ 18,222.49
	TOTAL INDIRECT	\$ 15,024.85
	TOTAL NON-FEDERAL	\$ 7,512.43
	TOTAL FEDERAL	\$ 7,512.43
<p>*If your agency has an approved indirect cost agreement, you MUST include a copy of it with this application.</p>		
<p><u>Narrative below:</u></p>		
<p>The costs that are indirectly associated with Emergency Management include the Wifi and utilities for our building. The indirect cost will pay for the use of our office phones. Also, Payroll works to separate our salaries into the correct funding codes each pay period. Lastly, personnel in the IT department work to keep our computers and printers operational through updates and other maintenance.</p>		

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

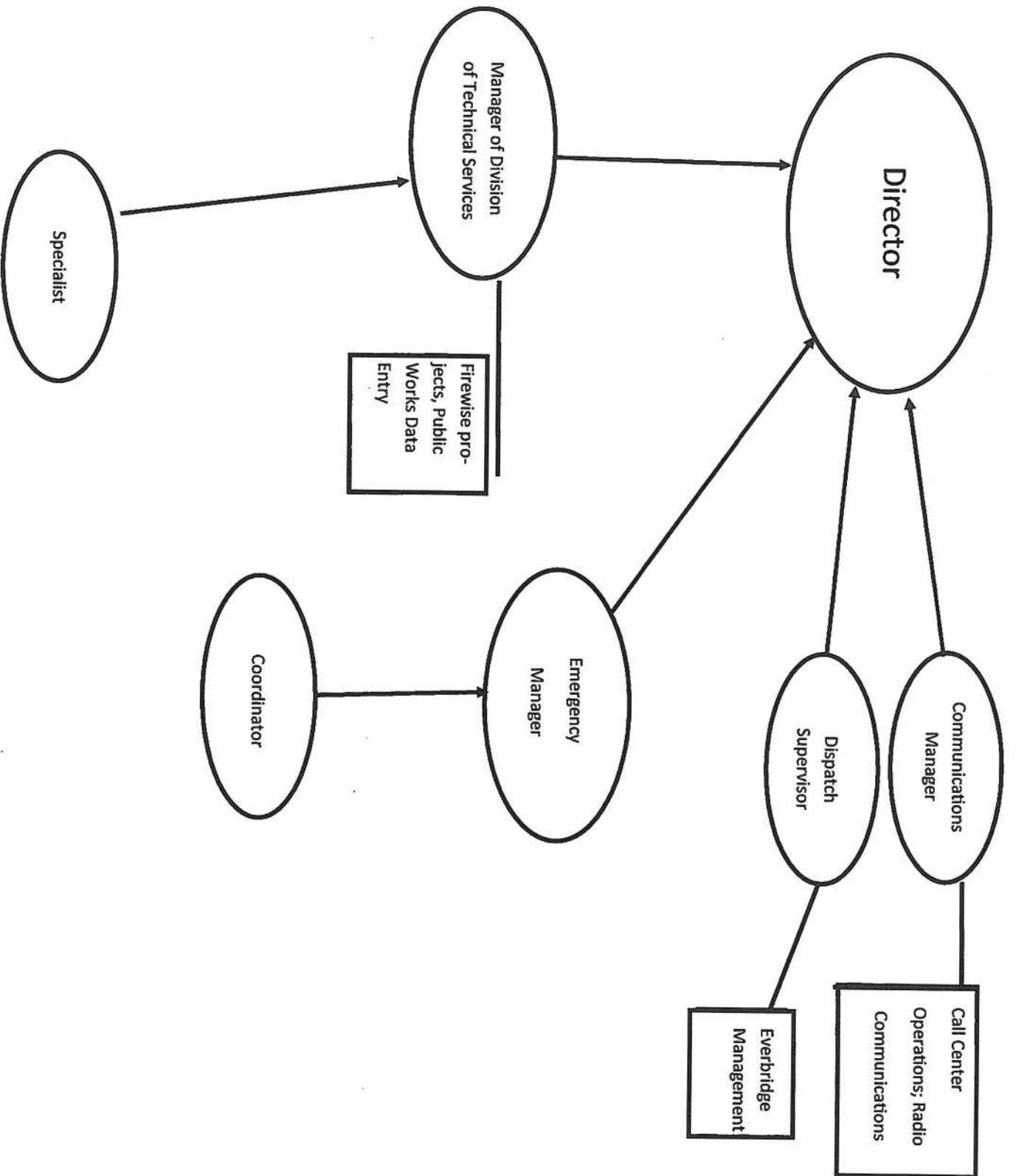
PAGE TEN

APPLICATION INFORMATION			
CFDA NUMBER	CFDA TITLE	FUNDING OPPORTUNITY NUMBER	PROGRAM PERIOD OF PERFORMANCE
97.042	EMERGENCY MANAGEMENT PERFORMANCE GRANT		JULY 1, 2020 - JUNE 30, 2021
2. STANDARD ASSURANCES		Date:	<input checked="" type="checkbox"/> Place an X in the correct box below:
a. Has your EOP (Emergency Operations Plan) been updated within the last 2 years?			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, provide the date of your agencies most recent EOP update:		Comments:	
If no, provide a date when your agency anticipates the update to be completed			
Friday, January 1, 2021			
b. Our plan is in accordance with CPG-101 V.2;		<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, provide an explanation		Comments:	
c. Did your agency participate in the development of the State's annual Threat and Hazard Identification and Risk Assessment (THIRA)?		<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, how will your agency accomplish this requirement?		Comments:	
Provide a date when your agency anticipates completion of this requirement?			
d. Does your agency develop a multi-year Training and Exercise Plan?		<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
And or participates in the state multi-year Training and Exercise Plan Workshop (TEPW)? Provided a copy of agency's 2018 TEP Schedule?		Comments:	
e. Does your agency establishes and maintain compliance with the National Incident Management System (NIMS) requirements:		<input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If no, how will your agency accomplish this requirement?		Comments:	
AUTHORIZED REPRESENTATIVE:			
FIRST AND LAST NAME	TITLE	EMAIL:	OFFICE PHONE NUMBER (INCLUDE AREA CODE)
Brian Hounshell	Director	bhounshell@cc.apache.ak.us	928.337.7572
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)	DATE SIGNED:	FAX NUMBER:	ALTERNATE PHONE NUMBER:

Federal Fiscal Year 2020

Application for Emergency Management Performance Grant Funds

APPLICATION INFORMATION		PROGRAM PERIOD OF PERFORMANCE JULY 1, 2020 - JUNE 30, 2021	
CFDA NUMBER: 97.042		CFDA TITLE: EMERGENCY MANAGEMENT PERFORMANCE GRANT	
Please be advised the Logistics Distribution Management Plan is due to AZDEMA no later than March 31, 2021. Please select one additional plan below that you will focus on for FY 2020. Both plans will be reported on quarterly in a project management lifecycle table in the GAO to demonstrate the progress and/or challenges accordingly.			
Priority Area	Core Capabilities	Lifelines	Example Project Types
Logistics - Distribution Management Planning REQUIRED: This plan is due to AZDEMA no later than MARCH 31, 2021.	<ul style="list-style-type: none"> Logistics and Supply Chain Management Supply Chain Integrity and Security 	<ul style="list-style-type: none"> Food, Water and Shelter Health and Medical Transportation 	<ul style="list-style-type: none"> Development of a Distribution Management Plan which addresses: <ul style="list-style-type: none"> State/local staging site plans State/local commodity point of distribution site plans Staging and Point of Distribution staffing strategies/plans Transportation strategies/plans Resource sourcing strategies/plan Identify plausible, worst case threats and hazards Identify planning gaps and capability shortfalls Identify access and functional needs considerations Identify annual evacuation considerations Identify embarkation/debarcation sites Development of phased-zone evacuation approach
Evacuation Plan/Annex	<ul style="list-style-type: none"> Planning Risk Management for Protection Programs & Activities Risk & Disaster Resilience Assessment Threats and Hazards Identification Operational Coordination Long-Term Vulnerability Reduction 	<ul style="list-style-type: none"> Transportation 	<ul style="list-style-type: none"> Development of State-led disaster housing task force plan Establishment of State Disaster Recovery Coordinator Completion of State Housing Strategy template
Catastrophic Disaster Housing	<ul style="list-style-type: none"> Housing Planning Situational assessment Physical protective measures 	<ul style="list-style-type: none"> Food, Water and Shelter 	<ul style="list-style-type: none"> Development of Statewide Communication Interoperability Plans (SCIP), Tactical Interoperable Communications Plans (TICP), and Standard Operating Procedures (SOPs) that address continuity and recovery of emergency communication systems Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications Physical hardening of infrastructure systems and support emergency communications
Resilient Communications	<ul style="list-style-type: none"> Operational Communications Planning Public Information and Warning Operational Coordination Intelligence and Information Sharing Cybersecurity Physical Protective Measures Long Term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazards Identification Infrastructure Systems 	<ul style="list-style-type: none"> Communications 	<ul style="list-style-type: none"> Development of Statewide Communication Interoperability Plans (SCIP), Tactical Interoperable Communications Plans (TICP), and Standard Operating Procedures (SOPs) that address continuity and recovery of emergency communication systems Conducting of risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks Conducting of National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications Physical hardening of infrastructure systems and support emergency communications
Implementation of Community Lifelines	<ul style="list-style-type: none"> Planning Situational Assessment Operational Coordination Community Resilience 	<ul style="list-style-type: none"> Safety and Security Food, Water and Shelter Health and Medical Energy Communications Transportation Hazardous Materials 	<ul style="list-style-type: none"> Hiring or contracting of planners to update emergency operations plans to address community lifelines Training of emergency managers on community lifelines concept and use Exercises to measure effectiveness of community lifelines implementation.
AUTHORIZED REPRESENTATIVE:			
FIRST AND LAST NAME:	Brian Hounshell		EMAIL:
TITLE:	Director		MHounshell@azasthe.gov
SIGNATURE OF AUTHORIZED REPRESENTATIVE: (NO DIGITAL SIGNATURES ON APPLICATION)			
DATE SIGNED:			OFFICE NUMBER: 928.337.7572



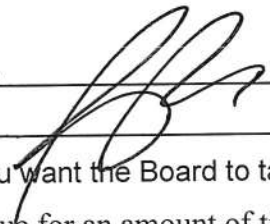
Apache County Board of Supervisors
AGENDA ITEM REVIEW FORM

date/time stamp

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

County Manager _____

Date/Signature: _____

11/2/2020 

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

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 11/10/2020

PRE-AGENDA ITEM REVIEW

Legal Review: _____

Signature _____

Finance Review: _____

Signature _____

Human Resources Review: _____

Signature _____

Other Review: _____

Signature _____

Reviews completed, item approved for Agenda.

Board Clerk's Initials _____