



Joe Shirley, Jr.
Supervisor, District I

Tom M. White, Jr.
Chairman, District II

Barry Weller
Vice Chairman, District III

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

**November 5, 2013
Board of Supervisors' Hearing Room, First Floor
75 West Cleveland Street
St. Johns, Arizona
8:30 a.m. MST**

Invocation by Invitation.
Pledge of Allegiance.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT
HELD IN CONJUNCTION WITH THE
BOARD OF SUPERVISORS MEETING
November 5, 2013**

1. Discussion and possible approval of an Intergovernmental Agreement Tobacco Education and Prevention Services #HG060001 Amendment #4 that replaces Action Plan FY2012 with Action Plan FY2014 and replaces price sheet.
2. Discussion and possible approval of the Governor's Office of Highway Safety Contract Occupant Protection Equipment #2014-OP-14 in the amount of \$7,454 which will support Capital Outlay of 99 convertible and 12 belt positioning child booster seats to enhance vehicle occupant protection throughout Apache County.
3. Discussion and possible approval of the Governor's Office of Highway Safety Contract Occupant Protection Training and Education #2014-OP-023 in the amount of \$4,402 which will support travel in state and materials/supplies safety belt USA educational brochures, safety belt USA education DVD's, LATCH manuals and LATCH instructor DVD to enhance vehicle occupant protection education throughout apache county.

**NOTICE OF A PUBLIC MEETING AND AGENDA OF
THE APACHE COUNTY BOARD OF SUPERVISORS
November 5, 2013**

1. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.
2. Industrial Development Authority: Discussion and possible adoption of a resolution approving the proceedings of the Industrial Development Authority of the County of Apache for the issuance of not to exceed \$100,000,000. The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 2013 Series A (Tucson Electric Power Company-Springerville Project) pursuant to a plan of financing and approving the plan of financing.
3. Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager or member of the public objects at the time the agenda item is called.

County Manager/Clerk of the Board:

- *A. Request approval of minutes dated October 15, 2013.
- *B. Request approval of demands dated October 15, 2013 to November 5, 2013. Demands are payments made by the County. Specific details of the demands may be requested through the County public record request process.
- *C. District II: Request approval to purchase holiday food for three (3) senior centers located in District II, not to exceed \$2,000 total utilizing District II funds.
- *D. District II: Request approval to assist the Ganado Senior Center with \$1,000 to purchase restroom safety equipment, furniture and repair flooring.
- *E. District II: Request approval to donate 15 old District II conference chairs to the Ganado Senior Citizens Center.

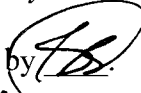
Personnel Items:

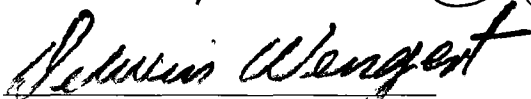
- *F. District II: Request authorization to hire a temporary Equipment Mechanic III at \$13.10 per hour through December 31, 2013.

- *G. District II: Request authorization to hire a temporary Road Worker II at \$11.58 per hour, through December 31, 2013.
 - *H. Chinle Justice Court: Request authorization to hire a temporary Justice Court Clerk at \$9.74 per hour, not to exceed 6 months.
 - *I. Treasurer's Office: Request authorization to remove Candice Davis from probationary status with the standard 2.5% end of probation increase.
 - *J. District II: Request authorization to remove Orlene Lincoln from probationary status with the 2.5% end of probation increase, effective September 30, 2103.
 - *K. Probation Services: Request authorization to remove Erica Jaramillo from probationary status with the 2.5% end of probation increase, effective October 23, 2013.
4. District I: Request approval to hire Curtis Berry in the vacant Secretary position at \$13.00 per hour effective October 29, 2013.
 5. County Attorney: Discussion and possible approval to hire Christopher Misbach to fill the vacant Deputy Attorney I position at \$56,874.
 6. District II: Discussion and possible approval to hire Leandra Thomas to fill the vacant Operations Manager position at a salary of \$38,000 as a result of her education.
 7. County Manager: Discussion and possible approval of a resolution and letter of support requesting the Arizona Legislature restore Local Highway User Revenue Funds (HURF) and work with transportation stakeholders to identify and enact revenue enhancements for the existing HURF distribution system and to pursue policies that improve efficient utilization of transportation resources.
 8. Malena Bazarro, Grants Manager: Second public hearing for use of State Special Project, CDBG Funds to be used at the Round Valley Rodeo Grounds (Eagar Rodeo Grounds).
 9. Malena Bazarro, Grants Manager: Discussion and possible approval of a resolution to Submit Application for Community Development Block Grant (CDBG) 2013 or State Special Projects 2014 funding for the Round Valley Rodeo Grounds (Eagar Rodeo Grounds) as required by Arizona Department of Housing.
 10. Malena Bazarro, Grants Manager: Discussion and possible approval of Amendment 2 to the Wildland Hazardous Fuels Reduction Grant 09-006, applying an additional \$53,000 for treatments in Greer along Wiltbank Avenue and Crosby Acres (50 Acres).
 11. Malena Bazarro, Grants Manager: Discussion and possible approval of a Crew-Use Agreement between Arizona State Forestry and Apache County for the State Department of Corrections Conservation Crew to treat approximately 30 acres in Greer at Crosby Acres using a portion of the Wildfire Hazardous Fuels 09-006 funds.

12. Engineering: Discussion and possible approval to solicit bids for lease/purchase agreement for two (2) pickup trucks for District I and two (2) pickup trucks for District II.
13. Sheriff's Office: Discussion and possible approval to solicit bids for lease/purchase agreement on 12 fully equipped patrol vehicles.
14. Sheriff's Office: Discussion and possible authorization to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement Equipment (2014-PT-073), in the amount of \$34,919. This funding will support the purchase of one (1) fully Marked Police Package motorcycle and two (2) Radar(s) to support and enhance Selective Traffic Enforcement throughout Apache County.
15. Notification of the Arizona Rural & Tribal Economic and Infrastructure Summit on November 4 & 5, 2013 at the Twin Arrow Resort, 22181 Resort Blvd., Flagstaff, Arizona at 8:00 a.m. both days where two or more members of the Apache County Board of Supervisors may be in attendance.

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

Posted: 10/30/13 at 1:00 a.m. (p.m) by 



Delwin Wengert, Clerk of the Board



Both 10-10
Joe 10-10
BOA 11-5

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **10/10/13**

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

ACPHSD requests discussion and possible approval of Intergovernmental Agreement Tobacco Education and Prevention Services #HG060001 Amendment #4 that replaces Action Plan FY 2012 with Action Plan FY 2014 and replaces Price Sheet.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Contract No: HG060001

Amendment No. 4

Procurement Specialist
Manuel Gonzales

Tobacco Education and Prevention Services

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

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

All other provisions of this agreement remain unchanged.

Apache County Health Department

CONTRACTOR SIGNATURE

Contractor Name
P. O. Box 697

Contractor Authorized Signature

Address

Printed Name

St. Johns Arizona 85936

City State Zip

Title

CONTRACTOR ATTORNEY SIGNATURE

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

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

State of Arizona

Signed this _____ day of _____ 2013

Signature Date

Procurement Officer

Printed Name

Attorney General Contract No. PIGA2012000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name:



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

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Attachment A - Action Plan for FY 2014

County: APACHE COUNTY

Time Frame: July 1st – June 30th of each year

Vision Statement: Apache County Staff will promote community health focusing on healthier lifestyle through Chronic Disease Self-Management Program (CDSMP), Tobacco Cessation, and Tobacco Prevention activities.

SMART Objectives:

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



**INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT
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<p>Goal: Increase the knowledge of youth about the risks of tobacco use and second hand smoke danger, and reduce the introduction of tobacco use through education prevention programs in Apache County Schools.</p>			<p>Strategy is integrated with (check all that apply): <input checked="" type="checkbox"/> Tobacco Prevention Policy <input type="checkbox"/> Chronic Disease Self -Management <input checked="" type="checkbox"/> Tobacco Cessation Policy <input checked="" type="checkbox"/> School Health Policy <input type="checkbox"/> Other (i.e. increase community collaboration):</p>				
<p>2. Objective: By June 2014 Apache County staff, trained local youth and adult youth leaders will have completed two compliance checks through the Attorney General's Office youth enforcement program, and youth from our local schools will have participated in statewide tobacco days activities</p>							
<p>Agency Lead: Apache County staff</p> <p>Partners: Community Partners, School Staff, Recruited/trained youth and youth leaders</p>	<p>Related policy change:</p> <p>Referral programs established in local schools. -Accessibility to cessation services</p>	<p>Related environmental change:</p> <p>Fewer incidents of illness/absences from school due to tobacco usage and exposure to Secondhand smoke</p>					
<p>What do you plan to do?</p>	<p>Who will do the work?</p>	<p>What does success look like?</p>	<p>What non-financial resources are needed?</p>	<p>Q1 Sept 30th</p>	<p>Q2 Dec. 31st</p>	<p>Q3 March 30th</p>	<p>Q4 June 30th</p>
<p>Action 1: Recruit and train youth on proper procedure to participate in compliance checks</p>	<p>-Apache County staff -trained adult leaders -Attorney General's Agents</p>	<p>Youth will work with compliance officers to help enforce tobacco laws</p>	<p>AG compliance officer</p>				X
<p>Action 2: Apache County BTCD staff and trained local youth will have completed two(2) compliance checks with Attorney General's office by June 2014.</p>	<p>Apache County staff -local trained youth -trained adult leaders -Attorney General's Agents</p>	<p>Retailers in compliance with local/State tobacco laws -recognition for retailers (for passing) -retailer education program in place by June 2014</p>	<p>Training PowerPoint for retailer education program</p>				X
<p>Action 3: Apache County staff will provide training to retailers 2x a year after compliance checks to failed retailers.</p>	<p>Apache County staff</p>	<p>Will raise awareness to employers and employees of the state laws and the need to comply with these</p>	<p>Arizona Department of Health Services (ADHS) Bureau of Tobacco and Chronic Disease (BTCD) training materials</p>		X		X



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

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



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

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<p>Action 1: Apache County Health Department will provide ASHLine referral services to Health Department clients – Level 2</p>	<p>Apache County staff -WIC staff, clinical services staff and Health Start staff -</p>	<p>-Apache County staff will provide level 2-training to Health Department staff and 2-community partners by Dec. 2013</p>	<p>Additional training on Web Quit program usage for staff</p>		<p align="center">X</p>		<p align="center">X</p>
<p>Action 2: ASHLINE services will be promoted and provided FY 2013-3014 through Apache County Schools open house events, 3 yearly Community Health Fairs, County Fair, Recovery Walk, and to School staff (as part of SHI/SHAC compliance- re: Module 1/ T.5 on cessation services for staff) – Level 1</p>	<p>Apache County staff -Community Health Workers -School Administration/staff</p>	<p>-Increase referrals to ASHLINE -Reduction in health related issues for Apache County Residents / youth - Reduction in tobacco use by school staff -having in place a "Alternative Phone Service" at Health Department for clients wishing to do referral that have no phone service.</p>	<p>Assistance setting up a culturally appropriate tobacco prevention/cessation services media campaign</p>		<p align="center">X</p>		<p align="center">X</p>

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



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


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Amendment No. 4

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

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

Effective July, 2013

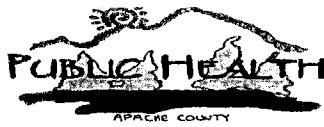
Cost Reimbursement Line Items	Budget Amount
1. Personnel Services/ERE	\$157,208
2. Professional & Outside Services	0
3. Travel Expenses	9,960
4. Other Operating Expense	17,832
5. Capital Outlay Expense	0
6. Other (Indirect Costs)	0
Total Contract Amount (not to exceed)	\$185,000

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

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

2. AUTHORIZATION FOR PROVISION OF SERVICES:

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



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **10/10/13**

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

ACPHSD requests discussion and possible approval of Intergovernmental Agreement Tobacco Education and Prevention Services #HG060001 Amendment #4 that replaces Action Plan FY 2012 with Action Plan FY 2014 and replaces Price Sheet.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

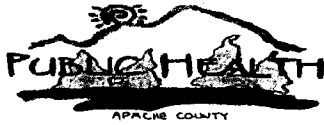
Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **10/01/13**

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

ACPHSD requests discussion and possible approval of the Governor's Office of Highway Safety Contract: Occupant Protection Equipment #2014-OP-014 in the amount of \$7,454.00 which will support Capital Outlay of 99 convertible and 12 belt positioning booster seats to enhance Occupant Protection throughout Apache County.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

HIGHWAY SAFETY CONTRACT

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

CFDA: 402-20.600

1. APPLICANT AGENCY Apache County Public Health Services District (ACPHSD)	GOHS CONTRACT NUMBER: 2014-OP-014
ADDRESS P.O. Box 697, St. Johns, Arizona 85936	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Debbie Padilla
ADDRESS P.O. Box 697, St. Johns, Arizona 85936	3. PROJECT TITLE: Occupant Protection Equipment
4. GUIDELINES: 402- Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: Ninety-Nine (99) Convertible and Twelve (12) Belt Positioning Booster Seats to enhance Occupant Protection throughout Apache County.

6. BUDGET COST CATEGORY	Project Period FFY 2014
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$7,454.00
TOTAL ESTIMATED COSTS	\$7,454.00

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

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

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$7,454.00

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Apache County is a rural community with approximately 72,401 residents. According to the 2009 Census Quick Facts, the Apache, Navajo and Zuni Indian Reservations accounted for approximately 65% of the county's land. The Apache County encompasses an area of 11,174 square miles with elevations that range from 3,500 feet to 11,590 feet. Many of the roads within Apache County are primitive and unpaved. Rural properties are accessed by public easements ("N" Roads). Such roads are not maintained by the Apache County Roads Department; therefore, there is no grading or snow plowing. As a result, emergency response to outlying areas can be extremely slow. Highways include; Interstate 40, U.S. 60, U.S. 160, U.S. 180, U.S. 191, State Highway 61, State Highway 180A, State Highway 260, State Highway 261, State Highway 262, State Highway 264, State Highway 273, Indian Route 7, Indian Route 12, Indian Route 54, Indian Route 59, Indian Route 63.

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

Agency Problem:

According to the 2011 Arizona Crash Facts, motor vehicle crashes continue to be the leading killer of children, teens and young adults (ages 5 to 34) and among the top ten causes of death for all ages. More than one thousand Arizonans are killed each year in preventable motor vehicle crashes. Children ages 14 and younger accounted for 34 fatalities and 3,563 injuries in motor vehicle crashes. Rural crashes in Arizona accounted for 20,559 (19.88%) of all crashes and 384 (50.93%) of all fatal crashes. Apache County alone had 378 crashes; 44 people were killed and 156 people were injured.

This indicates that there are residents who lack education regarding safety belts and child restraint systems. In Apache County, 34.7% of the population falls below the federal poverty level. Thus, the lack of knowledge or the inability to purchase child safety seats contribute to the unsafe traveling conditions.

Agency Attempts to Solve Problem:

The Community Health Injury Prevention Program within the Apache County Public Health Services District continually strives to decrease the number of fatalities and injuries due to motor vehicle crashes. Although Occupant Protection is a priority, fiscal constraints continue to challenge the Apache County Public Health Services District's ability to participate in community events. Currently, the Apache County Public Health Services District is in need of funding to support the purchase of child safety seats for low-income families.

Agency Funding:

Federal 402 funds will support Capital Outlay: Ninety-Nine (99) Convertible and Twelve (12) Belt Positioning Booster Seats to enhance Occupant Protection throughout Apache County.

How Agency Will Solve Problem With Funding:

With grant funds, the Apache County Public Health Services District will increase Occupant Protection capabilities by purchasing Ninety-Nine (99) Convertible and Twelve (12) Belt Positioning Booster Seats. The Apache County Public Health Services District will continue to promote correct use of child restraint systems among the general public, parents and child care providers. In addition, the Apache County Public Health Services District will increase Occupant Protection education and awareness via community-based events, and decrease child mortality by providing injury prevention services as follows;

- By September 30, 2014, One Hundred and Eleven (111) child safety seats will be distributed to low-income families throughout Apache County.
- By September 30, 2014, One (1) Child Passenger Safety Technician Certification course will be conducted in Apache County.
- By September 30, 2014, Two (2) car seat check events will be conducted in Apache County.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: Ninety-Nine (99) Convertible and Twelve (12) Belt Positioning Booster Seats to enhance Occupant Protection throughout Apache County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

METHOD OF PROCEDURE:

The Apache County Public Health Services District will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase the following Capital Outlay for Occupant Protection Activities;
Ninety-Nine (99) Convertible Seats
Twelve (12) Belt Positioning Booster Seats

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

EQUIPMENT:

Ninety-Nine (99) Convertible Seats
Twelve (12) Belt Positioning Booster Seats

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Apache County Public Health Services District shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Apache County Public Health Services District further agrees to dispose of this equipment using the Apache County Public Health Services District's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Apache County Public Health Services District can refer to that of the state. The Apache County Public Health Services District shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Apache County Public Health Services District shall incorporate any equipment purchased under this Contract into its inventory records. The Apache County Public Health Services District shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Apache County Public Health Services District shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Ninety-Nine (99) Convertible and Twelve (12) Belt Positioning Booster Seats].

Decals:

The Governor's Office of Highway Safety shall provide the Apache County Public Health Services District with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Apache County Public Health Services District shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

EQUIPMENT –

Requirements for Equipment:

The Apache County Public Health Services District shall include a high quality color photograph of all equipment purchased under this contract. The Apache County Public Health Services District shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Public Health Services District documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

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

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Lizette Vasquez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required

report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site

Capital Outlay Greater than \$25,000.00 (combined)		On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.	
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.	
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.	

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

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

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

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

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$7,454.00
	Ninety-Nine (99) Convertible Seats @ \$6,960.00	
	Twelve (12) Belt Positioning Booster Seats @ \$494.00	

TOTAL ESTIMATED COSTS

***\$7,454.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Public Health Services District shall absorb any and all expenditures in excess of **\$7,454.00**.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Reports of Costs Incurred:

Name: Debbie Padilla
Title: Division Manager
Telephone Number: 928 333-6516 Fax Number: 928 333 5876
E-mail Address: dpadilla@co.apache.az.us

2. Agency's Fiscal Contact:

Name: Kimberly Penrod
Title: Executive Assistant
Telephone Number: 928 333-6530 Fax Number: 928 333-5876
E-mail Address: kpenrod@co.apache.az.us
Federal Identification Number: 86-6000385

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

Apache County Public Health

Warrant/Check to be mailed to:

Apache County Public Health
(Agency)

323 S. Mountain Ave.
(Address)

Springerville, AZ 85938
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chris Sexton, Director
Apache County Public Health Services
District

***Signature of Authorized Official of
Governmental Unit:***

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

September 25, 2013

PROJECT REFERENCE:

Contract No.: 2014-OP-014

Contract Title: Occupant Protection Equipment

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

Dear Director Sexton:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

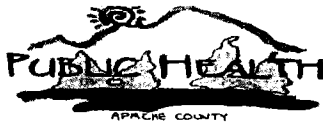
1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. As Project Director, sign and date the signature page of both copies;
3. Obtain the signature of Tom White, Chairman of Apache County Board of Supervisors, as the Authorized Official of Governmental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

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: lv



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

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

Date/Signature: **10/01/13**

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

ACPHSD requests discussion and possible approval of the Governor's Office of Highway Safety Contract: Occupant Protection Training and Education #2014-OP-023 in the amount of \$4,402.00 which will support travel in-state and materials/supplies: safety belt USA educational brochures, safety belt USA educational DVDs, LATCH manual's and LATCH instructor DVD to enhance Occupant Protection education throughout Apache County.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

HIGHWAY SAFETY CONTRACT

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

CFDA: 402-20.600

1. APPLICANT AGENCY Apache County Public Health Services District (ACPHSD)		GOHS CONTRACT NUMBER: 2014-OP-023
ADDRESS P.O. Box 697, St. Johns, Arizona 85936		PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT Apache County		AGENCY CONTACT: Debbie Padilla
ADDRESS P.O. Box 697, St. Johns, Arizona 85936		3. PROJECT TITLE: Occupant Protection Training and Education
4. GUIDELINES: 402- Occupant Protection (OP)		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support Travel In-State and Materials/Supplies: Safety Belt U.S.A Educational Brochures, Safety Belt U.S.A Educational DVD's, LATCH Manual's and LATCH Instructor DVD to enhance Occupant Protection education throughout Apache County.		
6. BUDGET COST CATEGORY		Project Period FFY 2014
I. Personnel Services		\$0.00
II. Employee Related Expenses		\$0.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$1,802.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$2,600.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$4,402.00
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2014
CURRENT GRANT PERIOD	FROM: 10-01-2013	TO: 09-30-2014
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$4,402.00		

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

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Apache County is a rural community with approximately 72,401 residents. According to the 2009 Census Quick Facts, the Apache, Navajo and Zuni Indian Reservations accounted for approximately 65% of the county's land. The Apache County encompasses an area of 11,174 square miles with elevations that range from 3,500 feet to 11,590 feet. Many of the roads within Apache County are primitive and unpaved. In addition, rural properties are accessed by public easements ("N" Roads). Such roads are not maintained by the Apache County Roads Department; therefore, there is no grading or snow plowing. As a result, emergency response to outlying areas can be extremely slow. Highways include; Interstate 40, U.S. 60, U.S. 160, U.S. 180, U.S. 191, State Highway 61, State Highway 180A, State Highway 260, State Highway 261, State Highway 262, State Highway 264, State Highway 273, Indian Route 7, Indian Route 12, Indian Route 54, Indian Route 59, Indian Route 63.

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

Agency Problem:

According to the 2011 Arizona Crash Facts, motor vehicle crashes continue to be the leading killer of children, teens and young adults (ages 5 to 34) and among the top ten causes of death for all ages. More than one thousand Arizonans are killed each year in preventable motor vehicle crashes. Children ages 14 and younger accounted for 34 fatalities and 3,563 injuries in motor vehicle crashes. Rural crashes in Arizona accounted for 20,559 (19.88%) of all crashes and 384 (50.93%) of all fatal crashes. Apache County alone had 378 crashes; 44 people were killed and 156 people were injured.

This indicates that there are residents who lack education regarding safety belts and child restraint systems. In Apache County, 34.7% of the population falls below the federal poverty level. Thus, the lack of knowledge or the inability to purchase a child safety seat contributes to the unsafe traveling conditions.

Agency Attempts to Solve Problem:

The Community Health Injury Prevention Program within the Apache County Public Health Services District continually strives to decrease the number of fatalities and injuries due to motor vehicle crashes. Although Occupant Protection is a priority, fiscal constraints continue to challenge the Apache County Public Health Services District's ability to participate in community events. Currently, the Apache County Public Health Services District is in need of funding to conduct One (1) Child Passenger Safety Technician Certification Course in Apache County and to purchase educational materials.

Agency Funding:

Federal 402 funds will support Travel In-State and Materials/Supplies: Safety Belt U.S.A Educational Brochures, Safety Belt U.S.A Educational DVD's, LATCH Manual's and LATCH Instructor DVD to enhance Occupant Protection education throughout Apache County.

How Agency Will Solve Problem With Funding:

With grant funds, the Apache County Public Health Services District will increase Occupant Protection capabilities by procuring Travel In-State for One (1) Child Passenger Safety Instructor and One (1) Child Passenger Safety Technician to conduct a Child Passenger Safety Technician Certification Course in Apache County. Travel In-State will include Lodging, Per Diem and Mileage. Grant funds will also support Materials/Supplies: Safety Belt U.S.A Educational Brochures, Safety Belt U.S.A Educational DVD's, LATCH Manual's and LATCH Instructor DVD. The Apache County Public Health Services District will continue to promote correct use of child restraint systems among the general public, parents and child care providers. In addition, the Apache County Public Health Services District will increase occupant protection education and awareness via community-based events, and decrease child mortality by providing injury prevention services as follows;

- By September 30, 2014, One Hundred and Eleven (111) child safety seats will be distributed to low-income families throughout Apache County.
- By September 30, 2014, One (1) Child Passenger Safety Technician Certification course will be conducted in Apache County.
- By September 30, 2014, Two (2) car seat check events will be conducted in Apache County.

GOALS/OBJECTIVES:

Federal 402 funds will support Travel In-State and Materials/Supplies: Safety Belt U.S.A Educational Brochures, Safety Belt U.S.A Educational DVD's, LATCH Manual's and LATCH Instructor DVD to enhance Occupant Protection education throughout Apache County.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

METHOD OF PROCEDURE:

The Apache County Public Health Services District will make expenditures as follows to meet the outlined Program Goals/Objectives:

Travel In-State – To support the following Travel In-State for Occupant Protection Activities;
One (1) Child Passenger Safety Instructor and One (1) Child Passenger Safety Technician to conduct a Child Passenger Safety Technician Certification Course in Apache County.

Materials and Supplies – To purchase the following Materials and Supplies for Occupant Protection Education;
Safety Belt U.S.A Educational Brochures
Safety Belt U.S.A Educational DVD's
LATCH Manual's
LATCH Instructor DVD

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Public Health Services District documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

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

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Lizette Vasquez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

- Identifying exemplary projects

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal

year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

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

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

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

Documentation

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State One (1) Child Passenger Safety Instructor and One (1) Child Passenger Safety Technician to conduct a Child Passenger Safety Technician Certification Course in Apache County. Lodging \$1,155.00 Per Diem \$510.00 Mileage \$137.00	\$1,802.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies Safety Belt U.S.A Educational Brochures = \$200.00 Safety Belt U.S.A Educational DVD's = \$200.00 LATCH Manual's = \$34.00 LATCH Instructor DVD = \$60.00	\$2,600.00
VII.	Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS		*\$4,402.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Public Health Services District shall absorb any and all expenditures in excess of \$4,402.00.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: Debbie Padilla
Title: Division Manager
Telephone Number: 928 333-6516 Fax Number: 928-333-5876
E-mail Address: dpadilla@co.apache.az.us

2. **Agency's Fiscal Contact:**

Name: Kimberly Penrod
Title: Executive Assitant
Telephone Number: 928 333-6530 Fax Number: 928 333-5876
E-mail Address: kpenrod@co.apache.az.us
Federal Identification Number: 86-6000385

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Apache County Public Health

Warrant/Check to be mailed to:

Apache County Public Health
(Agency)

323 S. Mountain Ave.
(Address)

Springerville, AZ 85938
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Chris Sexton, Director
Apache County Public Health Services
District

*Signature of Authorized Official of
Governmental Unit:*

Tom White, Chairman
Apache County Board of Supervisors

Date Telephone

Date Telephone

AUTHORITY & FUNDS

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

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

- | | | |
|----|--------------------------------------|--------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$4,402.00</u> |

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

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

Approval Date



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

September 25, 2013

PROJECT REFERENCE:

Contract No.: 2014-OP-023

Contract Title: Occupant Protection Training and Education

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

Dear Director Sexton:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

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

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures

AG: lv

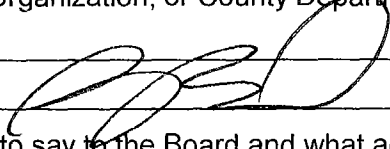
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

1/18/14 11:11

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

CALL TO THE PUBLIC

_____ BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

_____ Signature: _____

Finance Review: _____

_____ Signature: _____

Purchasing Review: _____

_____ Signature: _____

Human Resources Review: _____

_____ Signature: _____

Other Review: _____

_____ Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Agenda Matter Request
Apache County Board of Supervisors
November 5, 2013

Adoption of a Resolution approving the proceedings of The Industrial Development Authority of the County of Apache for the issuance of not to exceed \$100,000,000 The Industrial Development Authority of the Country of Apache Industrial Development Revenue Bonds, 2013 Series A (Tucson Electric Power Company Springerville Project) pursuant to a plan of financing and approving the plan of financing.

William F. Wilder
Direct Line: 602-440-4802
Direct Fax: 602-257-6902
E-mail: wwilder@rcalaw.com

October 22, 2013

VIA FEDERAL EXPRESS

Ms. Beth Bond
Assistant Clerk
Apache County Board of Supervisors
Apache County Annex
75 W. Cleveland Street
St. Johns, Arizona 85930

Re: The Industrial Development Authority of the County of Apache/ Bond
Refunding Transaction for the Benefit of Tucson Electric Power
Company

Dear Beth:

Enclosed are five copies of the form of Resolution that it is requested the Board of Supervisors consider and adopt at the Board of Supervisors' meeting on November 5, 2013, all relating to the above-referenced financing.

As a reminder, the Apache County IDA Board is scheduled to meet on October 28 at 4:00 p.m. for the purposes of conducting a required public hearing and then proceeding to adopt a resolution authorizing and approving the issuance of the refunding bonds.

Subsequent to the Apache County IDA Board Meeting on October 28, I will provide to you, for the records of the Board of Supervisors, a Report of Public Hearing with regard to the public hearing scheduled to be held on October 28, and I will provide you with a signed copy of the resolution approving the issuance of bonds, as adopted by the Apache County IDA Board.

I plan to be at the Apache County IDA Board Meeting on October 28 and again at the Board of Supervisor's Meeting which I understand is at 8:30 a.m. on November 5, 2013.

I will try to be in St. Johns somewhat ahead of the 4:00 o'clock meeting of the Apache County IDA Board on October 28, and will drop in to see you and you can fill me in

Ms. Beth Bond
October 22, 2013
Page 2

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

then on any arrangements, et cetera, for the meeting location. Please keep in mind that we will need access to a telephone speaker phone, and I will be originating (at my expense) a call in number for persons to call in to the meeting.

Finally, I just want to confirm that you have arranged for the timely posting of the First Amended Notice and Agenda for the IDA Board Meeting and that we are scheduled also on the Board of Supervisors' meeting on November 5.

With a separate letter I will be sending you, for distribution to the Board of Supervisors, a report letter that has been prepared with regard to the planned bond refunding transaction.

Certainly give me a call if or to the extent you have any questions.

Yours very truly,



William F. Wilder

Enclosures

William F. Wilder
Direct Line: 602-440-4802
Direct Fax: 602-257-6902
E-mail: wwilder@rcalaw.com

October 22, 2013

Board of Supervisors
Apache County, Arizona
Tom M. White, Jr., Chairman
Joe Shirley, Jr.
Barry Weller

Board of Directors
The Industrial Development Authority
of the County of Apache
John V. Lang
Eric Broadbent
Steve Nicoll

Re: Not to Exceed \$100,000,000 The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 2013 Series A (Tucson Electric Power Company Springerville Project) (the "2013 Series A Bonds" or the "Bonds")

Gentlemen:

Our firm is serving as legal counsel to The Industrial Development Authority of the County of Apache (the "Authority") and I am writing to you regarding the referenced bond financing.

On October 28, 2013, the Authority Board will be asked to approve the issuance of the referenced Bonds and if such approval is received, on November 5, 2013 the Apache County Board of Supervisors will be asked to approve the proceedings of the Authority for the issuance of the Bonds.

The Authority and Its Powers

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended. The Authority is designated by law as a political subdivision of the State of Arizona. Under the terms of the Industrial Development Financing Act (the "Act"), the Board of Supervisors of Apache County is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance or refinance a "project" as such term is defined in A.R.S. § 35-701. Eligible projects include facilities for the furnishing of electric energy. A "project" may be within or without the State of Arizona so long as the Board of Directors of the

Authority finds that the financing of a “project,” or portion thereof, located outside the State of Arizona will provide a benefit within the State.

Under the provisions of A.R.S. § 35-742, Apache County is not liable or obligated for the payment of the debt obligations issued by the Authority.

Applicant for Financing

The Applicant for financing is Tucson Electric Power Company, an Arizona corporation (“TEP”). TEP is a vertically-integrated regulated public utility that generates, transports and distributes electricity to residential, commercial and industrial customers and TEP is a wholly owned and the largest operating subsidiary of UniSource Energy Corporation, a company whose stock is listed and traded on the New York Stock Exchange. TEP directly or through its subsidiaries is the operator of Units No. 1 and 2 of the Springerville Generating Station, an electric power generating plant located near Springerville in Apache County, Arizona.

Approximately 400 persons are employed at the Springerville Generating Station. This number does not include outside contractors and vendors that supply goods and services to the Plant. The Plant is a major economic force in southern Apache County, especially in and around Springerville.

The Purpose of the Financing

TEP is proposing a plan of financing (the “Plan of Financing”) which contemplates the issuance of one or more series of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds (Tucson Electric Power Company Springerville Project) from time to time in an aggregate principal amount not to exceed \$250,000,000 for the benefit of TEP, the proceeds of which will be applied to refund all or a portion of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series A (Tucson Electric Power Company Springerville Project) (the “1983 Series A Bonds”), the \$80,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series B (Tucson Electric Power Company Springerville Project) (the “1983 Series B Bonds”), the \$50,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series C (Tucson Electric Power Company Springerville Project) (the “1983 Series C Bonds”) and the \$20,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1985 Series A (Tucson Electric Power Company Springerville Project) (the “1985 Series A Bonds”).

The Plan of Financing includes the currently proposed issuance and sale by the Authority of the 2013 Series A Bonds and the loan of the proceeds of the 2013 Series A Bonds to TEP in order to refund and redeem the 1983 Series A Bonds

The refunding is proposed by TEP because the 1983 Series A Bonds will mature in 2018 and TEP presently has the opportunity to place the new Bonds directly with a major financial institution at competitive interest rates, to extend the maturity date of the bonds to as far as 2032 and thus TEP will continue to receive the favorable benefit of tax exempt financing for an extended period while eliminating the costs of procuring and maintaining letters of credit to support the Bonds.

No Requirement To Obtain Allocation for Tax Exempt Financing

Since this is a refunding/refinancing of previously issued bonds, the transaction is exempt from the requirements of federal tax law and Arizona law that TEP obtain an allocation of the State of Arizona's volume cap or "state ceiling" applicable to tax exempt financing transactions for entities which are not exempt. This means that the financing for TEP will not utilize any of Arizona's volume cap or "state ceiling" and therefore will not restrict other entities from undertaking private activity revenue bond financings.

Public Hearing

Since the Bonds will have a maturity date later than the maturity date of the 1983 Series A Bonds, and because the Authority and Board of Supervisors are being asked to approve the Plan of Financing, Section 147(f) of the Internal Revenue Code of 1986, as amended, requires that in order for interest on the Bonds (or other bonds issued pursuant to the Plan of Financing) to be exempt from federal income taxation, a public hearing, following at least 14 days of published notice, must be held.

Notice of a public hearing was published in the White Mountain Independent on October 4, 2013, and the Authority Board of Directors will conduct the public hearing on October 28, 2013 and report with regard thereto to the Apache County Board of Supervisors prior to its meeting on November 5, 2013.

Notification to Arizona Attorney General

As required by the provisions of A.R.S. § 35-721.F., the Authority will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

Authority Approval Process

On October 28, 2013, the Authority Board is scheduled to meet and act to adopt a Resolution approving the financing and the issuance of the Bonds. A copy of the

Authority's approving Resolution will be provided to the Board of Supervisors following the Authority meeting on October 28, 2013.

Financing Participants

<u>Document</u>	<u>Parties</u>
Applicant/Borrower	Tucson Electric Power Company
Applicant/Borrower's Counsel	Morgan Lewis & Bockius LLP
Authority/Issuer	The Industrial Development Authority of the County of Apache.
Issuer Counsel	Ryley Carlock & Applewhite
Bond Counsel	Orrick Herrington & Sutcliffe LLP
Bond Trustee	U.S. Bank Trust National Association
Bond Purchaser	STI Institutional & Government, Inc., an affiliate of SunTrust Bank
Bond Purchaser Counsel	Hunton & Williams

Principal Financing Documents

<u>Document</u>	<u>Parties</u>
Indenture of Trust (2013 Series A)	Issuer and Bond Trustee
Loan Agreement	Issuer and Borrower
Bond Purchase Agreement	Issuer and Bond Purchaser
Tax Certificate and Agreement	Issuer and Borrower

Plan of Financing for the Series 2013A Bonds

The 2013 Series A Bonds will be authorized and issued under and in accordance with the terms and provisions of the Resolution to be adopted by the Authority on October 28, 2013 and the Indenture of Trust to be entered into between the Authority and the Bond Trustee. This Resolution will authorize and approve the issuance of the 2013 Series A Bonds as well as approve the Plan of Financing.

The proceeds received by the Authority from the sale of the Bonds will be loaned by the Authority to TEP under and pursuant to the terms of the Loan Agreement between the Authority and TEP. Under the provisions of a Loan Agreement TEP will be unconditionally obligated to make periodic loan repayments in such amounts and at such times as are sufficient to provide for the timely payment of interest and principal on the Bonds.

The Bonds will bear interest based upon an index which will periodically adjust.

The Bonds will be sold under and pursuant to the Bond Purchase Agreement to STI Institutional & Government, Inc., an affiliate of SunTrust Bank, which will be purchasing the Bonds for its own account and which will execute in favor of the Authority an acceptable form of investor letter.

The 2013 Series A Bonds will mature no later than 2032, subject to certain rights of redemption at earlier dates.

Apache County Board of Supervisor Approval

Under the provisions of A.R.S. § 35-721.B., the proceedings of the Authority for the issuance of the Bonds requires the approval of the Board of Supervisors of Apache County as the governing body of the Authority.

The Authority has requested this matter be on the Agenda for the Board of Supervisors meeting on November 5, 2013.

The form of Resolution for adoption by the Board of Supervisors has been submitted on a timely basis to the office of the Clerk of the Board of Supervisors.

No Liability on Apache County

Under the provisions of A.R.S. § 35-742, Apache County shall not in any event be liable for the payment of the principal or interest on the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor

Apache County Board of Supervisors
Apache County IDA Board of Directors
October 22, 2013
Page 6

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

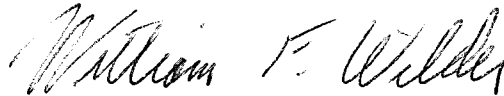
shall any agreements or obligations of the Authority constitute an indebtedness of Apache County within the meaning of any constitutional or statutory provision whatsoever.

Transaction Closing

If the required approvals of the Authority and the Apache County Board of Supervisors are received, it is currently anticipated that the Bonds will be issued in mid to late November, 2013.

I, together with representatives of TEP, will be present at the meeting of the Authority Board on October 28, 2013 and at the Board of Supervisors meeting on November 5, 2013. If, prior to the meeting, you have any questions, please feel free to contact me.

Yours very truly,


William F. Wilder

cc: Mr. Delwin Wengert
Michael B. Whiting, Esq.
Ms. Beth Bond
Joe Young, Esq.

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF APACHE COUNTY, ARIZONA APPROVING THE PROCEEDINGS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF APACHE IN CONNECTION WITH APPROVAL OF A PLAN OF FINANCING, INCLUDING THE ISSUANCE OF NOT TO EXCEED \$100,000,000 AGGREGATE PRINCIPAL AMOUNT OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF APACHE INDUSTRIAL DEVELOPMENT REVENUE BONDS, 2013 SERIES A (TUCSON ELECTRIC POWER COMPANY SPRINGERVILLE PROJECT)

November 5, 2013

WHEREAS, the Board of Supervisors of Apache County, Arizona (the "Board of Supervisors") has received and duly considered the proceedings of The Industrial Development Authority of the County of Apache (the "Authority") in connection with the approval of a plan of financing which contemplates the issuance of one or more series of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds (Tucson Electric Power Company Springerville Project) from time to time in an aggregate principal amount not to exceed \$250,000,000 for the benefit of Tucson Electric Power Company, a corporation organized and existing under the laws of the State of Arizona (the "Company"), the proceeds of which will be applied to refund all or a portion of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series A (Tucson Electric Power Company Springerville Project) (the "1983 Series A Bonds"), the \$80,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series B (Tucson Electric Power Company Springerville Project) (the "1983 Series B Bonds"), the \$50,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1983 Series C (Tucson Electric Power Company Springerville Project) (the "1983 Series C Bonds") and the \$20,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache Industrial Development Revenue Bonds, 1985 Series A (Tucson Electric Power Company Springerville Project) (the "1985 Series A Bonds"); and

WHEREAS, the 1983 Series A Bonds, the 1983 Series B Bonds, the 1983 Series C Bonds and the 1985 Series A Bonds were issued to finance costs to the Company of acquiring and constructing certain facilities for the furnishing of electric energy comprised of electric generating and related facilities (hereinafter collectively referred to as the "Facilities"), including a coal-fired steam electric generating unit, known as Springerville Unit 2, and other facilities, equipment and improvements related thereto located in Apache County (the "County")

WHEREAS, the above-described plan of financing (the "Plan of Financing") includes the currently proposed issuance and sale by the Authority of not to exceed \$100,000,000 aggregate principal amount of The Industrial Development Authority of the County of Apache

Industrial Development Revenue Bonds, 2013 Series A (Tucson Electric Power Company Springerville Project) (the "2013 Series A Bonds"), and the loan of the proceeds of the 2013 Series A Bonds to Company in order to refund and redeem the 1983 Series A Bonds; and

WHEREAS, the proceedings of the Authority include a resolution duly adopted by the Board of Directors of the Authority at a duly convened meeting held on October 28, 2013 (the "Resolution"), which authorizes the approval of the Plan of Financing; and

WHEREAS, the proceedings of the Authority also include a draft form of (i) an Indenture of Trust relating to the 2013 Series A Bonds (the "Indenture"), to be entered into by the Authority and U.S. Bank Trust National Association, as trustee, (ii) a Loan Agreement relating to the loan of the proceeds of the 2013 Series A Bonds (the "Loan Agreement"), to be entered into by the Authority and the Company, and (iii) a Bond Purchase Agreement relating to the 2013 Series A Bonds (the "Bond Purchase Agreement"), to be entered into by the Authority, the Company, and STI Institutional & Government, Inc.; and

WHEREAS, the Resolution authorizes (i) the issuance of the 2013 Series A Bonds pursuant to the Indenture, the proceeds of which will be loaned to the Company pursuant to the Loan Agreement in order to refinance a portion of the costs to the Company of acquiring, constructing, improving and equipping the Facilities, and (ii) the sale of the 2013 Series A Bonds pursuant to the Bond Purchase Agreement; and

WHEREAS, the principal of and interest on the 2013 Series A Bonds are to be payable solely from the receipts and revenues of the Authority received pursuant to the Loan Agreement, and other funds pledged therefor, all in conformity with Title 35, Chapter 5, Arizona Revised Statutes, as amended (the "Act"); and

WHEREAS, on October 4, 2013, a notice of public hearing was published in the White Mountain Independent and on October 28, 2013, the Authority, acting on behalf of itself and the Board of Supervisors, conducted a public hearing (the "Public Hearing") pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which interested persons were permitted to express their views on the Plan of Financing, on the nature and location of the Facilities to be refinanced pursuant to the Plan of Financing and the proposed issuance of the 2013 Series A Bonds, and

WHEREAS, the Public Hearing and the adoption of the County Resolution constitute such action as is necessary to be undertaken by the Board of Supervisors under the Code in connection with the proposed issuance of the 2013 Series A Bonds; and

WHEREAS, the above-mentioned actions of the Authority and the above-mentioned documents, together with the Resolution, constitute the full proceedings of the Authority to date in connection with the approval of the Plan of Financing, the refinancing of the Facilities contemplated by the Plan of Financing and the proposed issuance of the 2013 Series A Bonds; and

WHEREAS, the Act requires that the proceedings of the Authority by which the 2013 Series A Bonds are to be issued be approved by the governing body of the County; and

WHEREAS, this Board of Supervisors is the governing body of the County; and

WHEREAS, the Code requires that the Plan of Financing and the issuance of the 2013 Series A Bonds be approved by an applicable elected representative of a government unit having jurisdiction over the Facilities to be refinanced;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Apache County, Arizona as follows:

Section 1. The proceedings of the Authority providing for the approval of the Plan of Financing and the issuance and sale of the 2013 Series A Bonds are hereby approved. This approval shall constitute such approval of the proceedings of the Authority as is required by the provisions of the Act for the issuance and sale of the 2013 Series A Bonds.

Section 2. The Plan of Financing is hereby approved. This approval shall constitute such approval as is required by the Code.

Section 3. The issuance and sale of the 2013 Series A Bonds pursuant to the Plan of Financing is hereby approved.

Section 4. This Resolution shall become effective immediately.

Passed and Adopted this 5th day of November, 2013.

Chairman of the Board of Supervisors
Apache County, Arizona

Attest:

Clerk of the Board of Supervisors
Apache County, Arizona

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY
BOARD OF SUPERVISORS MEETING
October 15, 2013
St. Johns, Arizona

All Board members attended telephonically due to the County Supervisors Association Summit in Payson, Arizona. Participating via the telephone were: Chairman Tom M. White, Jr. and Vice Chairman Barry Weller. Supervisor Joe Shirley, Jr. joined the meeting in progress. County Manager/Clerk of the Board Delwin Wengert and Attorney Joe Young also participated via the telephone.

Chairman White called to order the Apache County Board of Supervisors meeting, Health District meeting and Jail District meeting at 8:31 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona and welcomed all in attendance.

Chairman White called for the Public Health Services District item.

Chris Sexton, Health Director, requested approval of the contract with Karen Stokes, RN, to provide clinical services as a subcontractor at \$30.00 per hour, not to exceed 32 hours per week. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Mr. Weller moved to adjourn the Public Health Services District meeting, seconded by Mr. White. Motion passed.

Chairman White called for the Jail District item.

Commander Michael Cirivello requested authorization to remove Estevaun Madrid, effective 9/10/13, Verlyn Walker, effective 9/24/13, Charles Shreeve, effective 10/1/13, and Vera Spencer-Joe, effective 10/02/13 from probation, with the 2.5% end of probation increase. **Mr. Weller moved approval, seconded by Mr. White.** Motion passed.

Supervisor Joe Shirley, Jr. arrived at the meeting.

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

Chairman White called for the regular agenda items.

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

Mr. Wengert presented the Consent items A-G. Mr. Weller requested items D and E be removed for discussion. **Mr. Shirley moved to approve the remaining items, seconded by Mr. Weller.** Motion passed. County Manager/Clerk of the Board: A. Request approval of minutes dated October 1, 2013. B. Request approval of demands dated October 1, 2013 to October 15, 2013. Demands are payments made by the County. Specific details of the demands may be requested

through the County public record request process. Payee Amount MR BUBBLES 3,117.97 NAVOPACHE ELECTRIC COOPERATIVE 1,807.70 LAW OFFICE OF MARSHA GREGORY 8,500.00 ANDERSON RESOURCE GROUP INC 2,097.76 BAUMAN HOME AND AUTO IN1,107.64 BILLS DISCOUNT AUTO PARTS (NAPA) 2,035.68 BRADCO 33,327.19 FOWLER, JOEL H 6,300.00 FRONTIER 3,379.86 FRONTIER 1,675.17 GMCO CORPORATION 11,722.00 GOODYEAR AUTO SERVICE 7,959.38 HATCH CONSTRUCTION 27,753.30 HESCO BASTION INC 9,752.00 HILLYARD INC 2,221.43 HORIZON INTL I 1,960.65 HUNSAKER BROS INC 1,652.27 INCLUSIONS SOLUTIONS LLC 14,066.81 INGRAM LIBRARY SERVICES 1,155.28 KENCO CORPORATION 9,810.00 LATHAM, MICHAEL 1,800.00 LSH LIGHTS 1,263.38 LYNCH, JENI 1,006.54 MCDANIEL, RONALD D 1,051.74 NORCHEM DRUG TESTING LABORATORY 1,425.44 OSBORN, JOSHUA DEON 1,200.89 PACIFIC PONDEROSA CO INC 7,767.84 QUILL CORP 1,617.81 RODE – INN 1,026.12 SECURUS TECHNOLOGIES INC 1,174.62 SPRINGERVILLE-EAGAR CHAMBER OF COMMERCE 4,125.00 TJP COMMUNICATIONS 1,068.58 VERITAS RESEARCH CONSULTING 3,150.00 WHITE MOUNTAIN REGIONAL MEDICAL CENTER 2,096.29 NOBLE, JAMES M 7,830.00 APACHE COUNTY MEDICAL 143,316.00 APACHE COUNTY TAX WITHHOLDING 130,762.78 AZ STATE RETIREMENT SYSTEM 84,298.15 COLONIAL LIFE AND ACCIDENT INS 1,310.91 CORRECTIONS OFFICER RET PLAN 8,648.62 CORRECTIONS OFFICER RETIREMENT PLAN 520 4,191.79 MERITAIN HEALTH FLEXIBLE SPENDING 1,403.30 MUTUAL OF OMAHA 1,188.12 NATIONWIDE 1,355.00 PUBLIC SAFETY PERSONNEL 401 14,631.77 PUBLIC SAFETY SHERIFF RET 31,471.36 SECURITY BENEFIT GROUP 20,046.00 SUPPORT PAYMENT CLEARINGHOUSE 2,701.09 UNITED STATES TREASURY 1,327.01 TRINITY SERVICES GROUP INC 13,938.69 AZ DEPT OF RISK MANAGEMENT 2,302.71 BOWLES, FRANCIS ALLEN 4,773.33 BRADCO 3,730.82 FLAGSTAFF MEDICAL CENTER 6,713.79 FRONTIER 2,812.94 JAMESON, MICHELLE 1,012.63 L R INVESTIGATIONS LLC 1,405.00 MERCK SHARP & DOHME CORP 1,153.39 NACO 1,430.00 NAVOPACHE ELECTRIC COOPERATIVE 9,923.11 OSAM DOCUMENT SOLUTIONS INC 2,800.00 PHOENIX MARRIOTT MESA 1,409.28 PLATT, MARCOR B 6,660.00 PLATT DDS, RANDOLPH 1,210.00 QUILL CORP 4,062.35 SECURUS TECHNOLOGIES INC 1,003.00 SHI INTERNATIONAL CORP 1,653.04 STALEY LAW FIRM PLLC 1,171.50 THE AARONS COMPANY LLC 3,000.00 TJP COMMUNICATIONS 1,443.75 VALLEY AUTO PARTS 2,550.80 VERIZON WIRELESS 1,000.23 WELLER, BARRY GLEN 1,160.02 WILLIAMS LAW GROUP PLLC 8,500.00 C. Concho Fire Department: Request approval of a Fireworks Display Permit for November 9, 2013 (Veteran's Day) located at Cinder Mountain, in Concho, Arizona. F. District II: Request authorization to create a Facility Construction Worker II position and fill the vacancy. G. Round Valley Road Yard: Request approval to remove Kenny Calloway from probationary status with the 2.5% end of probation increase, effective October 8, 2013. Vote was unanimous.

Item D. Mr. Wengert requested approval of the Board of Equalization Hearing Officer's recommendations for the 2014 Residential Petition for Review of Valuation appeals. Mr. Weller stated that he received calls after the hearings from citizens who had submitted a letter to allow someone on their behalf handle their appeal and represent them at the hearings and was told at the hearing that person could not represent them. A discussion was held regarding the requirements of the hearing. Mr. Weller asked that in the future, the process be explained better

to those who are appealing. Mr. Weller stated that he would be voting against the approval of those recommendations who were not allowed to be represented. **Mr. Shirley moved approval of all of the petitions, seconded by Mr. White.** Motion passed 2-1 with Mr. Weller voting nay.

Item E. Mr. Wengert, on behalf of the Round Valley Road Yard, requested approval to hire Tyson Koch in the Round Valley Road Yard. Mr. Koch will be assigned the duties of Road Worker II. Mr. Koch is the husband of road yard secretary Susan Koch. Mr. Weller requested this item be removed because it does not look good for the County to be doing this when there are so many people unemployed and the county should shy away from closely related family members in the same department. Mr. Weller stated that he has nothing against the Kochs' but he will be voting nay. Mr. White stated that he feels the same way and called for a motion. Hearing no motion, the item died.

Ferrin Crosby, County Engineer, requested approval to award contract for District II janitorial services to Mr. Bubbles. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding the advertising process that was conducted for the bid. Attorney Joe Young stated that the proper protocol was followed. Vote was unanimous.

Ferrin Crosby, County Engineering, requested approval to enter into an Intergovernmental Agency Agreement between Apache County and Pinal County for their annual safety rodeo event on November 7, 2013. **Mr. Weller moved approval, seconded by Mr. Shirley.** Vote was unanimous.

Commander Webb Hogle, on behalf of the Sheriff's Office, requested ratification of an Intergovernmental Agreement between the City of St. Johns and the Apache County Sheriff's Office to provide law enforcement services for the City of St. Johns, pursuant to A.R.S. 9-498, at no cost to the County. **Mr. Weller moved approval, seconded by Mr. Shirley.** A discussion was held regarding the burden this may be to the officers and the possible costs associated with this contract. Commander Hogle stated that the officers would be working for the City on their days off but using their County patrol vehicle and the City would reimburse for mileage. Mr. Weller stated that he would like this to be only a very temporary agreement. Attorney Joe Young stated that the contract can be cancelled at any time and the City will reimburse the County for mileage but there could be minimal costs to the County associated with this contract. Vote was unanimous.

Commander Webb Hogle on behalf the Sheriff's Office, requested approval to solicit bids for lease/purchase agreement on 12 fully equipped patrol vehicles. Mr. Wengert stated that he would like to add 4 more vehicles to the list for other departments. A discussion was held regarding proper notice on the agenda to change the number of vehicles. Mr. Weller requested to defer this action to the next meeting so it could be clarified on the agenda. Chairman White tabled the item until proper notice could be made on the next agenda to reflect the correct number of vehicles. No action was taken.

Chairman White presented the request for approval of deferring all requests for merit increases to the budget process for fiscal year 2014/2015 and all requests would be considered in conjunction with the budget for each Department or Elected Official. The Board of Supervisor's

would approve/disapprove these requests during the public hearing for the approval of the Final Budget in August of 2014. After a lengthy discussion on the purpose of the item, it was tabled in order to clarify the issue. No action was taken.

Chairman White presented notification of the County Supervisors Association Annual Legislative Summit on October 14-16, 2013 at the Mazatzal Hotel and Conference Center, Highway 87, Mile Marker 251, Payson, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

Chairman White presented notification of the Small Counties Forum meeting on October 16, 2013 at 7:00 a.m. in the Fireside Room at the Mazatzal Hotel, Highway 87, Mile Marker 251, Payson, Arizona where two or more members of the Apache County Board of Supervisors may be in attendance. No action was needed or taken.

Chairman White stated that the Emergency Management Summit on October 18, 2013 at 2:00 p.m. (DMST) held at St. Jude Church's Parish Hall located at 100 Aspen Drive, In Tuba City, Arizona was cancelled.

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

Approved this 5th day of November, 2013.

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert
Clerk of the Board

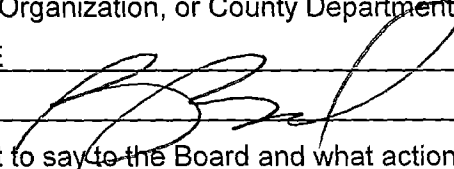
BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

COUNTY MANAGER'S OFFICE

Date/Signature: _____



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

APPROVAL OF DEMANDS

BOS Meeting Date Requested ON-GOING

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials _____

BOARD ACTION TAKEN

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

Per Mr. White, via telephone call 10/24 BTB

District II: Request approval to purchase food for three (3) senior centers located in District II, not to exceed \$2,000 total.

THE NAVAJO NATION



BEN SHELLY PRESIDENT
 REX LEE JIM VICE PRESIDENT

October 20, 2013

Mr. Tom White Jr. Supervisor
 Apache County-Dist II.
 Ganado, Arizona 86505

Dear Mr. White

Please allow me to introduce myself. My name is Edison T. Yazzie, Senior Center Supervisor of Jeddito Senior Center, since October 02, 2013; I have been assigned to oversee the operation of Ganado Senior Center.

Ganado Senior Center acknowledges and appreciates your support in assisting the elderly people who reside in District II. The elders and previous staff are fortunate to know that your administration has always recognized and listened to its elders. You have mentioned them in your previous issues in the Apache County Newsletter and they are extremely honored to have you represent them.

It is with this thought that I am requesting that Apache County assist us with some living room furniture's and two handicap toilet with toilet seats, one for the men and woman bathrooms.

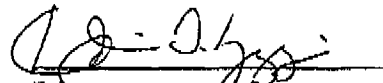
The Senior Center operates out of double wide trailer home. It was purchased in the fall of 1994, so the toilets are 19 years old and they are old, and not safe to sit on.

The living room furniture was donated from a charity organization in 2001. It was "used" furniture, now they are dirty and unsanitary, some cushions are missing, but some elders still sits on the metal bars that poke through the fabric. The vinyl floor tiles are much worn they have holes in them. We have been cited many times by the Office of Environmental Health, but the program (NAAA) Navajo Area Agency on Aging is seriously lack of funds to correct this.

We are respectfully requesting assistance from Apache County and would appreciate a favorable response to our request.

If you should have any questions or need additional information please, contact me at (928) 755-3754.

Sincerely,


 Edison T. Yazzie, Supervisor
 GANADO SENIOR CENTER

NTE
 1000-00



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 11/05/13 **Signature:** Per Supervisor White via telephone

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

Request authorization to hire a temporary Equipment Mechanic III at \$13.10 per hour, through 12/31/13.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 11/05/13 **Signature:** Per Supervisor White via telephone

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

Request authorization to hire a temporary Road Worker II at \$11.58 per hour, through 12/31/13.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *KCP/MSL*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Dist IT

Date/Signature: *Per Mr. White*

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

Donate 15 conference chairs to Garwood Jr. Center.

BOS Meeting Date Requested

PRE-AGENDA ITEM REVIEW

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

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials

BOARD ACTION TAKEN

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

Signature Clerk of Board

Oct 16 13 12:15p

p. 1



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **Chinle Justice Court**

Date: 10/15/13

Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:
Request authorization to hire a Temporary Justice Court Clerk at \$9.74/ hour for a period of six months.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: *[Handwritten Signature]*

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

date/time stamp

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

Treasurer's Office

Date/Signature: 10/28/13 MP Regan

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

Request authorization to remove Candice Davis from probation status with the standard 2.5% increase, effective 10/29/13.

BOS Meeting Date Requested Next available

PRE-AGENDA ITEM REVIEW

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: [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 SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: **DISTRICT II**

Date: 10/22/13 Signature: _____ verbal per Supervisor White _____

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

District II request authorization to remove Orlene Lincoln from probationary status with 2.5% end of probation salary increase effective 09/30/13.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM

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

Apache County Probation Services

Date/Signature:

10/21/13 Charles B. [Signature]

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

Probation Services requests authorization to release Erica Jaramillo from probationary status effective 10/23/13, with the standard 2.5% increase.

Date & Time Needed:

PRE-AGENDA ITEM REVIEW

Review Routing: Legal Finance Purchasing Human Resource Other

Legal Review:

Signature:

Finance Review:

Signature:

Purchasing Review:

Signature:

Human Resources Review:

Hired 4-23-13

Signature:

[Signature]

Other Review:

Signature:

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

BOARD ACTION TAKEN

Approved Disapproved Deleted Continued to: _____

Signature, Clerk of the Board

to Cady Morgan
via interoffice



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District I

Date: 11/05/13

Signature: [Handwritten Signature]

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

Request authorization to hire Curtis Berry in the vacant position of Secretary 1, effective 10/29/13 at \$13.00 per hour.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: _____

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board _____

Beth Bond

From: Stephanie McCarthy <SMcCarthy@apachelaw.net>
Sent: Monday, October 21, 2013 2:08 PM
To: Beth Bond
Subject: Agenda Item

Beth,

Will you please include the following item on the agenda for the November 5th meeting?

County Attorney: Request authorization to hire Christopher Misbach to fill the vacant Deputy Attorney I position, at the same salary which the ACAO hired the previous Deputy Attorney I.

@ 56,874⁰⁷

Thank you!

Stephanie McCarthy
Chief of Staff
Apache County Attorney's Office
P.O. Box 637
St. Johns, AZ 85936
(p) 928-337-7560
(f) 928-337-2427



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: District II

Date: 11/05/13 **Signature:** Per Supervisor White via telephone

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

Request authorization to hire Leandra Thomas for the vacant position of Operations Manager at a salary of \$38,000.00. Request is made as a result of her education.

Date & Time Needed: _____

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

Legal Review: _____

Signature: _____

Finance Review: _____

Signature: _____

Purchasing Review: _____

Signature: _____

Human Resources Review: _____

Signature: 

Other Review: _____

Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

**RESOLUTION 2013-
A RESOLUTION
OF**

**THE BOARD OF SUPERVISORS OF APACHE
COUNTY RESPECTFULLY REQUESTING THE
ARIZONA LEGISLATURE RESTORE LOCAL
HIGHWAY USER REVENUE FUNDS AND WORK
WITH TRANSPORTATION STAKEHOLDERS TO
IDENTIFY AND ENACT REVENUE
ENHANCEMENTS FOR THE EXISTING HURF
DISTRIBUTION SYSTEM AND TO PURSUE
POLICIES THAT IMPROVE EFFICIENT
UTILIZATION OF TRANSPORTATION
RESOURCES**

WHEREAS, the road building and maintenance responsibilities of Arizona's counties are critical to public safety, economic development and quality of life in Arizona, and

WHEREAS, the Highway User Revenue Fund, known as HURF, is the primary resource dedicated to state, county and municipal highway and road construction, and

WHEREAS, HURF relies heavily on a 18 cent per gallon fuel tax that has not been raised since 1990 and is not indexed for inflation, leading to a substantial degradation in HURF purchasing power as the price of asphalt, rock products and heavy equipment has increased dramatically, and

WHEREAS, since FY09, the situation has been made worse by state legislative action diverting over \$634 million of HURF revenue to fund state agencies, costing the counties over \$115 million, and

WHEREAS, the FY14 state budget shifts \$120 million from road activities to fund obligations of the state's general fund, impacting county transportation programs by nearly \$21 million, and

WHEREAS, the reduced allocations from HURF to counties has resulted in counties suspending new construction, substantially decreasing road maintenance activities, and increasing designation of "primitive" roads, and

WHEREAS, these reduced allocations from HURF have caused similar infrastructure deficits in state and municipal transportation departments, making it evident that the road system in Arizona

has been substantially compromised and is inadequate for future needs:

THEREFORE be it resolved by the Board of Supervisors of Apache County to respectfully request that the Arizona State Legislature:

- Discontinue the use of HURF resources for purposes other than road activities and restore those funds to state and local government transportation departments.
- Work with stakeholders to identify and enact revenue enhancements for the existing HURF distribution system.
- Identify and enact policies that improve efficient utilization of transportation resources.

Dated this 5th day of November,
2013.

APACHE COUNTY BOARD OF SUPERVISORS

Tom M. White, Jr.
Chairman of the Board

Delwin Wengert

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

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

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

**BOARD OF SUPERVISORS
OF APACHE COUNTY**

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

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



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

November 5, 2013

The Honorable Janice K. Brewer
Governor, State of Arizona
Executive Tower
1700 W. Washington
Phoenix, AZ 85007

Dear Governor Brewer:

Thank you for the support you have given rural Arizona and specifically the much needed help we have received in Apache County. As you prepare for the 2014 legislative session, we respectfully request your consideration and support of the budget priorities of Arizona's 15 counties. Specifically, we would deeply appreciate your assistance to address the following in the FY15 state budget:

- *Eliminate requirements for counties to fund incarceration and treatment of Sexually Violent Persons housed at the Arizona State Hospital, returning the responsibility back to the state.* Since FY10, the state has shifted a portion of these costs to help offset state revenue shortfalls. This policy has cost county taxpayers statewide approximately \$17.1 million. Relieving county general funds of this burden will save counties more than \$4 million annually.
- *Re-establish in statute the county share of lottery revenues to support mandated county operations.* For more than 20 years, counties received a share of lottery revenues to help fund local services. The county distribution was eliminated in FY11 during the financial crisis, removing \$7.65 million annually from local programs and services. Since citizens in all counties purchase tickets, we believe it is appropriate that all counties receive, as each did historically, a dedicated share of these revenues to support local services.
- *Discontinue the practice of shifting local government's share of HURF to fund state agencies.* Since FY09, more than \$314 million has been diverted from municipal and county road building and maintenance resources to fund state government operations. Stopping this diversion going forward will restore more than \$20.9 million annually to county road maintenance statewide.

The lottery money is a significant part of our General Fund budget and cannot be replaced. The loss of HURF to Apache County has limited our ability to maintain and improve our roads that our citizens expect and deserve.

Addressing these items represents good public policy and will have a meaningful impact on county services. We are hopeful that they will be addressed in the state budget.

We will follow up with you soon to schedule an opportunity at your convenience to discuss these and other matters that may be of interest to you during the 2014 legislation session. In the meantime, do not hesitate to contact us if there is anything we can do to assist you and your efforts to represent the residents of Apache County.

Sincerely,

Tom M. White, Jr.
Chairman of the Board

cc: Steven Killian, Policy Advisor, Business and Regulatory Affairs

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 10/22/2013

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

Second public hearing for use of State Special Projects, CDBG Funds to be used at the Round Valley Rodeo Grounds.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

lege's Snowflake/Taylor - Silver Creek Campus Saturday, Oct. 19.

This noncredit workshop is part of her popular "World of..." series, where "we get to eat the goodies we've grown," Kim says. In each workshop, Kim discusses the culture and history of the foods. She'll show you how to grow, care for, harvest and preserve their goodness. Kim also treats the class to dishes made from each ingredient. Each workshop costs \$32, plus an additional \$10 paid directly to the instructor at the door to cover the costs of lunch and seed/starts distributed to students.

sonal care, harvesting and using for storage, seed saving, and sample and prepare salsas, chili sauces and roasted chilies.

The workshop (reference AGR 099x-64931) meets from 9 a.m. to 5 p.m. in the Learning Center, room 114.

The last class in this fall's series is the "World of Garlic" workshop at the Snowflake campus Saturday, Nov. 9, (reference AGR 099x-65652). She takes students from garden to pantry to garlic cuisine. Kim explains soil preparation, when and how to plant, and the various garlic varieties. Other topics will

524-7459 or (800) 266-7845, ext. 7459, or at any NPC location during regular business hours, 8 a.m. to 5 p.m. Monday through Thursday, or 8 a.m. to 4 p.m. on Fridays.

NPC's Community and Corporate Learning Division provides personal interest and specialized corporate training throughout NPC's service area. For more information about non-credit, personal interest classes, contact Loyelin Aceves, community learning specialist, at (800) 266-7845, ext. 6244, or e-mail loyelin.aceves@npc.edu.

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APACHE COUNTY PUBLIC HEARING REGARDING USE OF CDBG FUNDS

Apache County intends to apply for up to \$300,000 in FY2013 or 2014 CDBG funds from the State Special Projects (SSP) account. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent need. Based on citizen input as well as local and state planning objectives, a potential project has been selected to be forwarded to the State of Arizona with a request for funding. A public hearing will be held at the regular Board of Supervisor's Meeting at 8:30 a.m. on Tuesday, November 5, 2013 in the Board of Supervisor's meeting room, County Annex Building, 75 West Cleveland, St. Johns, Arizona to discuss the potential project. It is expected that the Board of Supervisors will approve applying for funding for this project at this hearing and adopt applicable resolutions. The potential CDBG project is named and described as follows:

- Round Valley-Eagar Rodeo Grounds, ADA improvements. To construct accessible restrooms, walkways, and parking to better serve the communities in Apache County that utilize the Rodeo Grounds.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Malena Bazurto
Grants Manager for Apache County
75 W Cleveland
Saint Johns, AZ 85936
Phone: 928-337-7639
TTY 1-800-367-8939

Persons with disabilities who require special accommodations may contact Beth Bond at (928) 337-7502 at the Apache County Annex Building at least 48 hours before the hearing.

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 10/22/2013

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

Review and approval of Resolution to Submit Application for CDBG 2013 or State Special Projects 2014 funding as required by AZ Department of Housing.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

**AUTHORIZATION TO SUBMIT APPLICATION(S)
AND IMPLEMENT CDBG PROJECTS**

RESOLUTION NO. _____

A RESOLUTION OF *THE APACHE COUNTY BOARD OF SUPERVISORS OF APACHE COUNTY* AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR 2013 AND/OR 2014 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) STATE SPECIAL PROJECTS (SSP) FUNDS, CERTIFYING THAT SAID APPLICATIONS MEET THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, Apache County is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within these applications address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the *Apache County Board of Supervisors* of Apache County authorize application to be made to the State of Arizona, Department of Housing for 2013 and/or 2014 CDBG /SSP funds, and authorize the *Chair of the Board of Supervisors* to sign application and contract or grant documents for receipt and use of these funds for renovation and construction of The Round Valley Rodeo Grounds (formerly, Eagar Rodeo Grounds) restroom facilities and improved ADA access for the grounds and community building, and authorize the *Chair of the Board of Supervisors* to take all actions necessary to implement and complete the activities submitted in said applications; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, Apache County will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

Passed and adopted by the *Apache County Board of Supervisors* of _____ this _____ day of _____, _____.

Chair of the Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Attorney

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 10/24/2013

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

Review and approval of Amendment 2 to the Wildland Hazardous Fuels Reduction Grant 09-006, applying an additional \$53,000 for treatments in Greer along Wiltbank Avenue and Crosby Acres.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Greer WFHF 09-006 Amendment 2

\$53,000

The original project proposed 498 acres of treatment in Greer and South Fork. The project was amended (amendment 1), adding \$24,550 to the project for 17 acres of continued treatment on 26-Bar. Amendment 2 will apply an additional 50 acres totaling \$53,000 to the WFHF 09-006 grant to treat 30 acres in Greer at Crosby Acres and 20 acres along Wiltbank Avenue. (Please see maps)

Fifty acres of treatment at \$1,050 per acre totaling \$52,500

Administration/Management

\$850.00- 10 hours at \$20/hour=	\$200.00 (Grants Manager, Malena Bazurto)
mileage, 3 trips to check progress-	\$200.00
10 hours at \$45/hour=	\$450.00 (Mr. Shamley)

To be sure property owners treat and treatment is complete by December 31st, we will reimburse at 100% of costs.

The State Conservation Crew will treat the portion of Crosby Acres that has been identified as highest priority to protect the community. A total of 30 acres at \$1,050 per acre: \$31,500 minus a 10% match by Apache County for a \$3150 total match.

In order to provide a continuous fuel break from private property parcels to the roadway, Right of Way clearing along Wiltbank Avenue is necessary in the project area. Costs of Right of Way clearing will not exceed \$2,800 in grant funds with matching expenses paid by Apache County of \$2,739 in cash or equipment. Total costs allocated to *private parcels* along Wiltbank Avenue will total \$21,000.

The State Department of Corrections Conservation Crew will treat the portion of Crosby Acres that has been identified as highest priority to protect the community. There is not enough time to solicit bids from private contractors and the State Crew can complete 4-5 acres per day of fuels reduction. It is estimated that the crew will complete the project in 4-5 weeks. Utilizing the crew instead of private contractors on this portion of the project allows for private contractors to be hired along Wiltbank Avenue and meet timeline objectives.

Projected Timeline:

November 4-7th – Information sent to Wiltbank Avenue residents and local contractors detailing project.

November 9th - contractors begin thinning on Wiltbank Avenue

November 6th - Meet with State Crew to discuss project at Crosby Acres.

November 12th -Site Visit

November 30th - Wiltbank Avenue complete

December 1st - Site Visit

December 17th - Crosby Acres Complete, Closeout grant

December 20th - Site Visit

December 31st- Grant Expires

January 15th - Closeout Report Sent to State Forestry



GRANT AMENDMENT

**ARIZONA STATE FORESTRY
DIVISION**
1110 W. Washington, Ste 100
Phoenix, Arizona 85007
(602) 771-1400

Grant No: WFHF 09-006

Apache County

Amendment No: 2

It is mutually agreed that the referenced grant agreement is amended as follows:

1. Pursuant to Page 2, paragraph 1, "Total compensation under this agreement shall not exceed" \$577,550 "and shall not exceed (90) ninety percent of the total eligible costs of the project"...
2. The attached Project Budget and Budget Narrative shall apply to the additional \$53,000 of funding.

All Other provisions shall remain in their entirety

Grantee hereby acknowledges receipt and acceptance of above amendment. Amendment only becomes effective once signed by both Grantee and Arizona State Forestry Division.

The above referenced Grant Amendment is hereby executed this _____ day of _____, 2013 at Phoenix, Arizona

Grantee: **Apache County**

Grantor: **Arizona State Forestry Division**

Signature / Date

Signature / Date

Authorized Signatory's Name and Title

Scott Hunt, State Forester

Greer WFHF 09-006 Amendment 2 Project Budget & Budget Narrative

October 24, 2013

Additional grant funds = \$53,000 to treat 50 acres

The original project proposed 475 acres of treatment in Greer and South Fork. The project was amended (amendment 1), adding \$24,550 to the project for 23 acres of continued treatment on 26-Bar. Amendment 2 will apply an additional 50 acres totaling \$53,000 to the WFHF 09-006 grant to treat 30 acres in Greer at Crosby Acres and 20 acres along Wiltbank Avenue. (Please see maps) Total acres to be treated with this grant is 548.

Fifty acres of treatment at \$1,050 per acre totaling \$52,500

Administration/Management

\$850.00- 10 hours at \$20/hour=	\$200.00 (Grants Manager, Malena Bazarro)
mileage, 3 trips to check progress-	\$200.00
10 hours at \$45/hour=	\$450.00 (Mr. Shamley)

To be sure property owners treat and treatment is complete by December 31st, we will reimburse at 100% of costs.

The State Conservation Crew will treat the portion of Crosby Acres that has been identified as highest priority to protect the community. A total of 30 acres at \$1,050 per acre: \$31,500 minus a 10% match by Apache County for a \$3,150 total match with \$28,000 in grant funds.

In order to provide a continuous fuel break from private property parcels to the roadway, Right of Way clearing along Wiltbank Avenue is necessary in the project area. Costs of Right of Way clearing will not exceed \$2,800 in grant funds with matching expenses paid by Apache County of \$2,739 in cash or equipment. Total costs allocated to *private parcels* along Wiltbank Avenue will total \$21,000.

The State Department of Corrections Conservation Crew will treat the portion of Crosby Acres that has been identified as highest priority to protect the community. There is not enough time to solicit bids from private contractors and the State Crew can complete 4-5 acres per day of fuels reduction. It is estimated that the crew will complete the project in 4-5 weeks. Utilizing the crew instead of private contractors on this portion of the project allows for private contractors to be hired along Wiltbank Avenue and meet timeline objectives.

Projected Timeline:

November 4-7th – Information sent to Wiltbank Avenue residents and local contractors detailing project.

November 9th - contractors begin thinning on Wiltbank Avenue

November 6th- Meet with State Crew to discuss project at Crosby Acres.

November 12th -Site Visit

November 30th - Wiltbank Avenue complete

December 1st - Site Visit

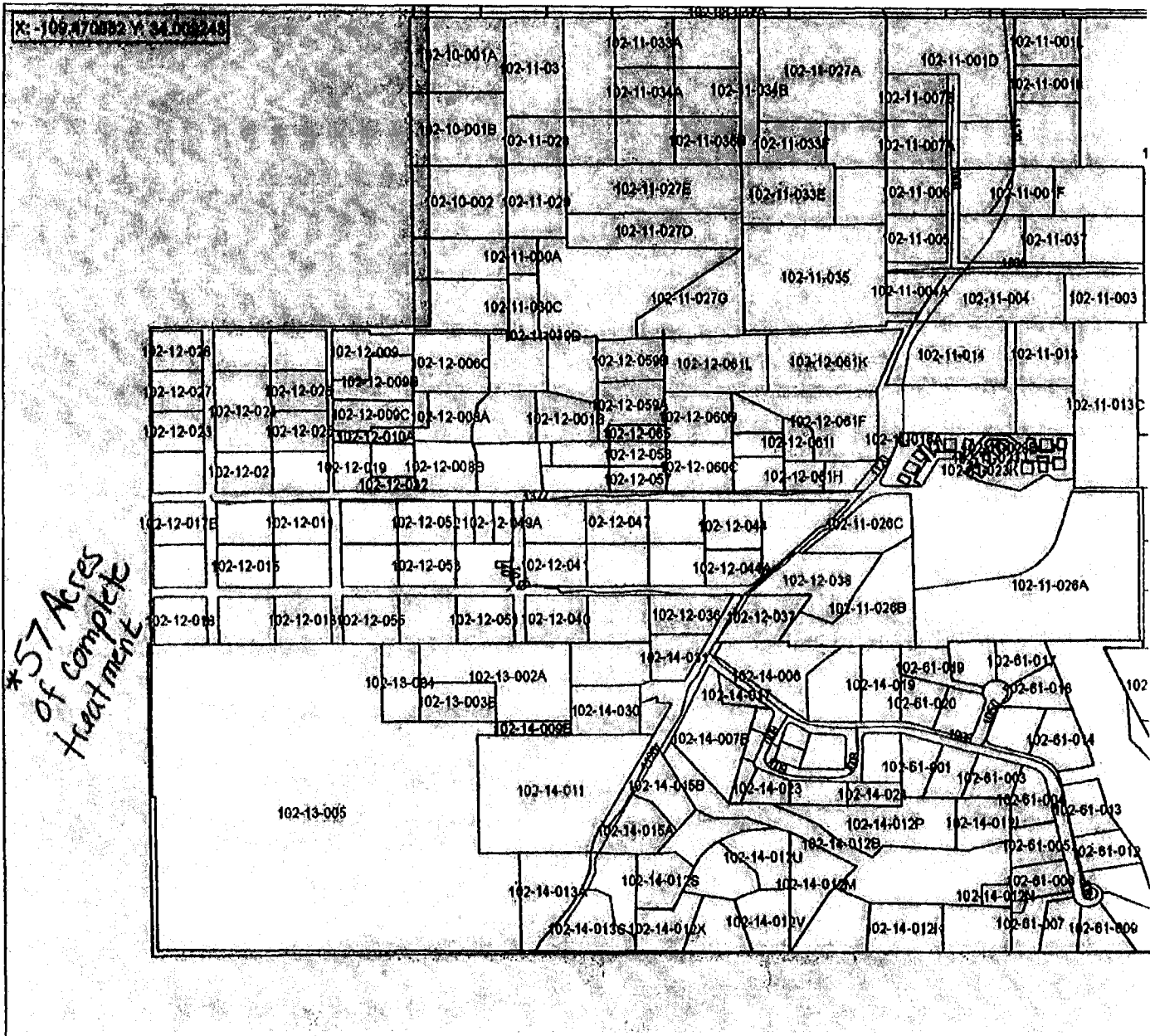
December 17th- Crosby Acres Complete, Closeout grant

December 20th - Site Visit

December 31st- Grant Expires

January 15th- Closeout Report Sent to State Forestry

Wiltbank Avenue



The materials available at this web site are for informational purposes only and do not constitute a legal document.

*yellow highlighted parcels targeted to complement 57 acres of WUI treatment already complet.

20 Acres

BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Malena Bazurto, Grants Manager

Date/Signature: 10/24/2013

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

Review and approval of a Crew-Use Agreement between Arizona State Forestry and Apache County for the State Department of Corrections Conservation Crew to treat approximately 30 acres in Greer at Crosby Acres using a portion of the WFHF 09-006 funds.

Date & Time Needed: _____

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

Review Routing: Legal Finance Purchasing Human Resources Other

Legal Review:

Signature: _____

Finance Review:

Signature: _____

Purchasing Review:

Signature: _____

Human Resources Review:

Signature: _____

Health Department Director:

Signature: _____

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

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

Approved Disapproved Deleted Continued To: _____

Signature Clerk of the Board

Sheriff's Office: Discussion and possible approval to solicit bids for lease/purchase agreement on 12 fully equipped patrol vehicles.

Engineering: Discussion and possible approval to solicit bids for lease/purchase agreement for two (2) pickup trucks for District I and two (2) pickup trucks for District II.



BOARD OF SUPERVISORS' AGENDA ITEM REVIEW FORM

Submitter's Name: Apache County Sheriff's Office

Date: 9/30/13

Signature: *[Handwritten Signature]*

Describe in detail what you want to say to the Board and what action you want the Board to take:
Apache County Sheriff's Office request authorization to accept the Governor's Office of Highway Safety Grant (GOHS) Selective Traffic Enforcement Equipment (2014-PT-073), in the amount of \$34,919.00. This funding will support the purchase of one (1) Fully Marked Police Package Motorcycle and two (2) Radar(s) to support and enhance Selective Traffic Enforcement throughout Apache County.

Date & Time Needed: 10/15/13

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

Legal Review: _____
Signature: _____

Finance Review: _____
Signature: _____

Purchasing Review: _____
Signature: _____

Human Resources Review: _____
Signature: _____

Other Review: _____
Signature: _____

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

BOARD ACTION TAKEN

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

Signature Clerk of Board



JANICE K. BREWER
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

September 24, 2013

PROJECT REFERENCE:

Contract No.: 2014-PT-073

Contract Title: Selective Traffic Enforcement (STEP) Equipment

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

Dear Sheriff Dedman:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

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

Please **do not** incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

Enclosures
AG: ms

HIGHWAY SAFETY CONTRACT

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

		CFDA: 20.600
1. APPLICANT AGENCY Apache County Sheriff's Office (Apache CSO)	GOHS CONTRACT NUMBER: 2014-PT-073	
ADDRESS P.O. Box 518, St. Johns, Arizona 85936	PROGRAM AREA: 402-PT	
2. GOVERNMENTAL UNIT Apache County	AGENCY CONTACT: Lance Spivey	
ADDRESS P.O. Box 428 Saint Johns, Arizona 85936	3. PROJECT TITLE:	
4. GUIDELINES: 402 – Police Traffic Services (PT)	Selective Traffic Enforcement (STEP) Equipment	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s) to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Apache County.		
6. BUDGET COST CATEGORY	Project Period FFY 2014	
I. Personnel Services	\$0.00	
II. Employee Related Expenses	\$0.00	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$34,919.00	
TOTAL ESTIMATED COSTS	\$34,919.00	
PROJECT PERIOD	FROM: Effective Date (<i>Date of GOHS Director Signature</i>)	TO: 09-30-2014
CURRENT GRANT PERIOD	FROM: 10-01-2013	TO: 09-30-2014
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$34,919.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

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

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

Agency Problem:

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

In order to be more proactive in selective traffic enforcement and impaired driver enforcement, the Apache County Sheriff's Office is requesting funding to equip and deploy another police motorcycle into the field.

Agency Attempts to Solve Problem:

Apache County Sheriff's Office has become more active in impaired driver enforcement and selective traffic enforcement, the manpower, staffing and equipment resources have made it impossible to devote deputies to full-time positions, that are devoted entirely to this type of enforcement and education mission. Since 2006, the Apache County Sheriff's Office has provided more training to the deputies in regards to impaired driving and has sent several deputies to ARIDE and HGN training. More training is needed in regards to DRE and phlebotomy. The deputies have been diligent in enforcing traffic laws and arresting the motoring public for impaired driving and aggressive driving. However, despite those best efforts, people have still died in collisions related to speed, alcohol and/or drug impairment.

Agency Funding:

Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s) to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Apache County.

How Agency Will Solve Problem With Funding:

The Apache County Sheriff's Office will purchase one police motorcycle no later than the 3rd quarter of the FY2014 grant cycle. The Apache County Sheriff's Office will utilize the capital outlay equipment to continue DUI impaired driving enforcement and Selective Traffic Enforcement Activities throughout the Apache

County. The Apache County Sheriff's Office believes the continued DUI enforcement and Selected Traffic enforcement will help produce positive results and make the roadways in Apache County, Arizona safer for the motoring public.

GOALS/OBJECTIVES:

Federal 402 funds will support the purchase of One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s) to support and enhance Selective Traffic Enforcement (STEP/Speed) throughout the Apache County.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

MEDIA RELEASE

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

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

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

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

Capital Outlay

One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s)

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

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

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

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

PURSUIT POLICY:

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

EQUIPMENT:

One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s)

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Apache County Sheriff's Office shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Apache County Sheriff's Office further agrees to dispose of this equipment using the Apache County Sheriff's Office, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Apache County Sheriff's Office can refer to that of the state. The Apache County Sheriff's Office shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Apache County Sheriff's Office shall incorporate any equipment purchased under this Contract into its inventory records. The Apache County Sheriff's Office shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Apache County Sheriff's Office shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the One (1) Fully Marked Police Package Motorcycle and Two (2) Radar (s).

Decals:

The Governor's Office of Highway Safety shall provide the Apache County Sheriff's Office with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Apache County Sheriff's Office shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:**SPEED DETECTION EQUIPMENT –****Requirements for Speed Detection Devices:**

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

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

POLICE PACKAGE VEHICLES:**Requirements for Police Package Motorcycle:**

Equipment included with the motorcycle, at a minimum, is emergency equipment (lights and siren), police radio system, and helmet with microphone and may include speed detection device.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

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

Requirements for Public Information and Education Materials:

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

Requirements for Paid Media:

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

EQUIPMENT –**Requirements for Equipment:**

The Apache County Sheriff's Office shall include a high quality color photograph of all equipment purchased under this contract. The Apache County Sheriff's Office shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Apache County Sheriff's Office documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

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

Quarterly Report

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

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

Report Schedule

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

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

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

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

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

Maria Sanchez, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

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

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

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

PROJECT MONITORING:

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

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

Project monitoring also serves as a management tool for:

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

Types of Monitoring

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

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

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

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

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

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

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

Documentation

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

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$34,919.00
	One (1) Fully Marked Police Package Motorcycle = \$28,919.00	
	Two (2) Radars = \$3000.00 Each	

TOTAL ESTIMATED COSTS***\$34,919.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Apache County Sheriff's Office shall absorb any and all expenditures in excess of **\$34,919.00**.

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

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

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

Reporting Period

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

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

Contract Number: 2014-PT-073

Reporting Agency: Apache County Sheriff's Office

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

Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

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

I. Project Monitoring, Reports, and Inspections

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

II. Reimbursement of Eligible Expenses

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

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

III. Property Agreement

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

IV. Travel

In-State and Out-of-State Travel

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

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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

VI. Hold Harmless Agreement

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

VII. Non-Assignment and Sub-Contracts

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

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

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

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

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

XI. Equal Opportunity

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

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

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

XII. Executive Order 2009-09

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

XIII. Application of Hatch Act

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

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

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

XVI. Inspection and Audit, ARS §35-214

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

XVII. Appropriation of Funds by U.S. Congress

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

XVIII. Continuation of Highway Safety Program

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

XIX. E-Verify

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

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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

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

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

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

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

Certificate of Compliance

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

Certification of Non-Duplication of Grant Funds Expenditure

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

Single Audit Act

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

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. **Agency's Fiscal Contact:**

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Joseph Dedman, Sheriff
Apache County Sheriff's Office

***Signature of Authorized Official of
Governmental Unit:***

Tom White, Chairman
Apache County Board of Supervisor's

Date Telephone

Date Telephone

CARLYLE W. BEGAY
DISTRICT 7

STATE SENATOR
FIFTY-FIRST LEGISLATOR

CAPITOL COMPLEX, SENATE BUILDING
PHOENIX, ARIZONA 85007-2890
PHONE (602) 926-5865
FAX (602) 417-3099



COMMITTEES:

GOVERNMENT & ENVIRONMENT
NATURAL RESOURCES & RURAL AFFAIRS
EDUCATION

Arizona State Senate

October 17, 2013

Dear Arizona Rural and Tribal Stakeholders:

On behalf of the Arizona State Legislature I would like to personally invite your Tribal leadership to attend a *Rural and Tribal Economic and Infrastructure Summit* at the Twin Arrows Casino and Resort on Monday and Tuesday, November 4-5th, 2013. The summit is two days of important economic and public policy discussions that will outline current resources that can have a direct impact on rural and tribal communities in Arizona. Through collaborative efforts and program services there will be a number of State agencies and programs that will be present to discuss building economic and infrastructure capacity. For instance, technical assistance and capacity building in the area of loan financing and creative financing could help rural communities achieve success in areas such as public-private partnering, bond financing, and tax leveraging.

Given the remote locations and high unemployment rates of many rural and tribal communities, job creation is of vital importance. Tribal economic development and infrastructure development have direct and far-reaching impacts on the entire State. Tribal economic development is directly linked to infrastructure development such that economic development projects may be delayed or abandoned due to the lack of infrastructure to support the project. It is difficult to attract economic opportunities to rural and tribal lands where infrastructure is inadequate. Lack of funding resources has proven to be a major impediment to the Tribes in developing sustainable economies and vital infrastructure

This meeting is aimed at progressive future growth while adhering to principled traditional cultures that have sustained American Indian people for centuries.

Please RSVP by October 30, 2013 to my assistant Zahra Zari at zzari@azleg.gov or call 602-926-5862. I look forward to your attendance and participation. By working together with our state legislator and agencies we can ensure Arizona's rural and tribal communities have a bright future.

Sincerely,

A handwritten signature in cursive script that reads "Carlyle Begay".

Senator Carlyle Begay, LD-7

November 4-5, 2013 – Free Registration

AZ RURAL AND TRIBAL ECONOMIC AND INFRASTRUCTURE SUMMIT
Twin Arrows Resort & Casino, Navajo Nation

Agenda

MONDAY, NOVEMBER 4 TH <i>RURAL AND TRIBAL ECONOMIC DEVELOPMENT</i>	
7:30am	Continental Breakfast
8:00am	Opening Prayer: Thomas Walker Jr. Welcome Introduction/Remarks: Arizona State Senator Carlyle W. Begay LD-7 Opening Keynote Address: Hon. Peter McDonald Sr., Former Navajo Nation Chairman "The Past and Future of Economic Development"
8:45am	Ken Chapa, VP ACA & staff AZ COMMERCE AUTHORITY RURAL AND ECONOMIC DEVELOPMENT The Arizona Commerce Authority (ACA) is committed to providing every possible advantage to our state's rural and tribal areas by organizing, coordinating and implementing business development strategies to diversify economies. This session explores the programs available to provide qualified rural and tribal communities across the state with tools to aid in their growth and highlights the importance of regional and community collaborations. The session will include the ACA's new Certified Sites program, enhancing the visibility of commercial sites in rural Arizona, community profiles and rural grants.
9:45am	Albert Damon Jr., Navajo Executive Director of Economic Development TRIBAL ECONOMIC EXPANSION Albert Damon set aside a lucrative job in the private sector to return to the Navajo Nation to serve under the Shelly administration as a Cabinet member. Under Mr. Damon's guidance the Nation has developed a Section 17 entity, known as the Narbona Growth Fund, has developed the largest Economic Bond in Navajo history, has promulgated numerous small businesses, and has sought new avenues to continue keeping Navajo resources as a global commodity. Mr. Damon, an architect by training, has brought a new level to Navajo participation in the global market.

10:30am	<p>COUNTY AND TRIBAL ECONOMIC DEVELOPMENT</p> <p>The County and Tribal Roundtable is an opportunity for local rural County Supervisors, tribal and other economic development participants to share community updates while exploring collaboration possibilities to advance the economic development of tribes in Arizona. This free-flowing dialogue provides a platform for discussion of successes and challenges to strengthening the economy of Counties and Arizona tribes.</p>
11:30am	<p>LUNCH: Keynote Addresses:</p> <p>Hon. Former Navajo Nation President Dr. Peterson Zah "<i>Strategic Thinking and Planning Navajo Nation Permanent Trust Fund</i>"</p> <p>Rich Dozer, Chairman of SpringGen plus numerous other Boards of Directors in AZ</p>
1:15pm	<p>Raymond Nopah, CFO Navajo Nation</p> <p>FINANCING ECONOMIC DEVELOPMENT PROJECTS</p> <p>There are many ways tribal areas can finance economic development projects that lead to job, opportunity, and revenue creation. This conversation will highlight the various ways in which tribes can obtain capital for financing these projects. We will look at different types of financing options, including: traditional bank loans, tax-exempt financing, tribal economic development bonds, hedge funds, and private equity. Leading economic players and tribal leaders will provide a primer on how to get started and structure the right loan for your particular project. Q&A</p>
2:00pm	<p>Peter Deswood, Navajo Economic Specialist</p> <p>EB-5 PROGRAMS FOR INDIAN COUNTRY</p> <p>Hon. Peter Deswood has served on the Navajo Nation Council and continues to serve fostering new finance options for the Navajo Nation through new potential outlets such as the EB-5 programs bringing in foreign investment onto the Navajo Nation. This unique option is available to all of Indian Country, Mr. Deswoods' work in this field makes him among the select people that are able to bridge lenders and Indian Country.</p>
3:00pm	<p>RURAL ARIZONA ROUNDTABLE</p> <p>Rural Business Development statewide stakeholders, development partners and elected officials will have a discussion focused on business and economic development challenges and opportunities in our rural communities.</p>
4:00pm	<p>LGA CHAPTER COMMUNITY PLANNING</p> <p>LGA certification is an opportunity for Navajo Nation Chapters to build and to invest in their community. If the community members of the Chapter should decide to tax within their boundaries, the money accumulated from charging a local tax, could be used to maintain roads and/or other community infrastructure. Business site lease authority, home site lease authority, taxation, 638 contracting, and the potential for the community to sign contracts with counties, cities, and others.</p>
5:30pm	<p>Social Event/ Networking (host TBA)</p>

TUESDAY, NOVEMBER 5TH
RURAL AND TRIBAL INFRASTRUCTURE DEVELOPMENT

7:30am	Continental Breakfast
8:00 am	Opening Prayer: Native Elder Introduction/Remarks: Arizona State Senator Carlyle W. Begay LD-7 Opening Keynote Address: TBA
8:45 am	RURAL AND TRIBAL INFRASTRUCTURE DEVELOPMENT Rural and Tribal officials will discuss planning for infrastructure to face such problems as water development, waste water development, housing, energy development, and transportation infrastructure. Panel will discuss State and Federal assistance programs available, utilizing existing tax and economic development incentives.
10am	INDIVIDUAL MEETINGS AND NETWORKING STATE AND FEDERAL AGENCY/ORGANIZATION REPRESENTATIVES <ul style="list-style-type: none"> - Arizona Commerce Authority - Arizona Department of Environmental Quality - Arizona Department of Housing - Arizona Department of Transportation - Governor's Office of Energy Policy - Native Home Capital - Water Infrastructure Financing Authority
12pm	ADJOURN/CLOSING REMARKS

Beth Bond

From: Delwin P. Wengert
Sent: Monday, October 21, 2013 10:02 AM
To: Beth Bond
Subject: FW: Apache County Supervisors - Rural and Tribal Economic and Infrastructure Summit
Attachments: Rural and Tribal Infrastructure Summit.pdf; AGENDA.pdf

FYI

Delwin Wengert
Apache County Manager
(928) 337-7503 Work
(928) 245-4979 Mobile

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

From: Carlyle Begay [mailto:CBegay@azleg.gov]
Sent: Thursday, October 17, 2013 5:07 PM
To: Tom White; Barry Weller; joeshirleyjr
Cc: Delwin P. Wengert
Subject: Apache County Supervisors - Rural and Tribal Economic and Infrastructure Summit

Apache County Supervisors -

On behalf of the Arizona State Legislature I would like to personally invite you to attend a Rural and Tribal Economic and Infrastructure Summit at the Twin Arrows Casino and Resort on Monday and Tuesday, November 4-5th, 2013. The summit is intended to be two days of important economic and public policy discussions that will outline current resources that can have a direct impact on rural County and tribal communities in Arizona. Given the remote locations and high unemployment rates of many rural and tribal communities, job creation is of vital importance. Economic development and infrastructure development have direct and far-reaching impacts on the entire State.

I welcome your attendance and/or participation.

Please RSVP by October 30, 2013 to cbegay@azleg.gov or call 602-926-5862. I look forward to your attendance and participation. By working together with our state legislator and agencies we can ensure Arizona's rural and tribal communities have a bright future.

Sincerely,

Carlyle W. Begay
Arizona State Senator - District 7
Arizona State Senate
1700 W. Washington
Phoenix, AZ 85007
Phone: 602-926-5862
Email: cbegay@azleg.gov